

Queensland Yard & Utility Trial Association Inc.

PO Box 3290
Birkdale QLD 4159
Tel: 0414 263 293 ABN: 46 779 209 211



APPLICATION FOR MEMBERSHIP 2023

NAME: DATE OF BIRTH:/...../.....

ADDRESS:

TOWN: STATE: P/CODE:

PH: MOBILE: EMAIL:

THE ACCOMPANIED RISK WARNING & WAIVER & IMAGE CONSENT RELEASE FORMS MUST BE SIGNED

AND ACCOMPANY THIS FORM FOR THIS APPLICATION TO BE VALID

- I/We understand this Membership Form, Risk Warning and Waiver Form, Image Consent Release and payment must be received by Queensland Yard & Utility Trial Association Inc (QYUTA) for my/our membership to be approved and current before I/we am/are able to enter or compete or attend a training day with QYUTA or any affiliated association or club.
- **Family membership:** the person named above can sign the "Family Version" of the Risk Warning & Waiver and the Image Consent Release Forms on behalf of the family.
- **Junior Memberships:** One (1) parent/Legal Guardian **MUST** sign this form. New Junior Memberships may be required to provide proof of age if requested.
- QYUTA management committee retains the right to refuse any application for membership without assigning any reason for the decision. Upon acceptance of the membership application, the member/s is/are then bound to abide by QYUTA's Constitution, Competition Rules, Code of Conduct and Policies.
- QYUTA newsletters will be emailed.

If you have previously trialed in Australia, please detail your yard and utility status below:
Yard _____ Utility _____

Yearly membership commences 1st January each year. I have read the above and understand the same.

If a family membership (2 adults & all juniors) application please list names of additional family members:

Name (if Junior please provide proof of age)	Date of Birth	Mobile	Adult or Junior
1.			<input type="checkbox"/> Adult <input type="checkbox"/> Junior
2.			<input type="checkbox"/> Adult <input type="checkbox"/> Junior
3.			<input type="checkbox"/> Adult <input type="checkbox"/> Junior
4.			<input type="checkbox"/> Adult <input type="checkbox"/> Junior

Signed by Applicant:

(on behalf of all family members)

Authorised by Parent/Legal Guardian:

(If under 18 years of age, must be authorised by Parent/Guardian – name and signature above)

MEMBERSHIP: PLEASE TICK APPROPRIATE BOX					
Ordinary:	\$60.00	<input type="checkbox"/>	Junior:	\$30.00	<input type="checkbox"/>
Family:	\$ 90.00	<input type="checkbox"/>	Extra Adult (family only) #	\$50.00	<input type="checkbox"/>
Interstate	\$40.00	<input type="checkbox"/>	TOTAL PAID:\$		

Please tick your payment preference from the following Options:

(Please write amount paid above)

- Have direct deposited into QYUTA Bank Account BSB: 633 000 Acc No: 199 925 306 Ref: MF Surname
- Have paid by Paypal Receipt #: _____
- Enclosed is a cheque or money order made payable to Queensland Yard & Utility Trial Association Inc.

Date Pd:	/ /	Amt \$ _____	Risk Warning & Waiver Form Signed: <input type="checkbox"/>	Image Consent form signed: <input type="checkbox"/>	Member #: _____	MLU: <input type="checkbox"/>
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Queensland Yard & Utility Trial Association Inc

Form 5C - Risk Warning and Waiver of Liability - Day

Name of Provider¹

Queensland Yard & Utility Trial Association Inc

Address of Provider

PO Box 3290 Birkdale State: QLD Postcode:4159

Name of Participant

Address of Participant

State: Postcode:

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Description of Activities²:

Training Working Dogs on Livestock, Trialling, Working Dog Demonstrations including event preparation and post event tidyup

Risk Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

¹ Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

² Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

Participant's Warranties

I agree to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Provider in relation to the Provider's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- (a) Deaths;
- (b) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- (c) The contraction, aggravation or acceleration of a disease;
- (d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) That is or may be harmful or disadvantageous to you or the community; or
 - (ii) That may result in harm or disadvantage to you or community;

That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it feely and voluntarily without inducement of any kind.

Signature of Participant: _____ Date: _____

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: _____ Date: _____

Name (Print): _____

Form 9 - Image Consent – Release

I/we give the Queensland Yard & Utility Trial Association Inc (“QYUTA”) and its affiliated associations and clubs, the irrevocable right to use my/our name/photograph/image/audio recording/video recording and likeness in all forms and manner (“My Image”) for the purposes of advertising, media publicity, publication, general display or for any other QYUTA purposes in whole or in part, including but not limited to publication on internet web sites, broadcasts and any other publications as released to or by QYUTA (“Publication”).



I/we waive any interest that I/we may have in the copyright to My Image now or at any future time and acknowledge that I am not entitled, nor shall in the future be entitled, to receive any payment or consideration in respect of it and agree to make no claim against QYUTA for any payments for the Publication of My Image.

I/We understand QYUTA cannot control unauthorised use of My Image by persons not associated with QYUTA, its affiliated associations and clubs upon the Publication of My Image. I/We forever waive any right to inspect or approve any Publication of My Image by QYUTA, its affiliated associations and clubs. I/we release and indemnify QYUTA, its affiliated associations and clubs from any loss, damage, costs, expense, or claim (including consequential loss) connected with the Publication of My Image, including action for defamation, libellous material, breach of privacy, or copyright.

Signature: _____ Date: _____

Name: _____

Telephone: _____ Email: _____

Note: If you are under 18 years of age, your parent or guardian must fill in this section.

Parent/Guardian name: _____

Signature: _____ Date: _____

The personal information on this form is requested in order to obtain your consent for the use as outlined above. The information will be used by QYUTA, its affiliated associations and clubs for the purpose of verifying that proper consent has been provided in accordance with the *Information Privacy Act 2009* and QYUTA's *Privacy Policy* (POL 3).