

# Consent to Participate 2018

Annexure 4.

Pegasus is an affiliate of Riding for the Disabled Association of Australia (RDAA), and as such, it is a requirement that Pegasus participants register as a member with RDAA for insurance and administrative purposes. RDAA is a federated body of seven autonomous RDA member states and territories in Australia. RDAA acts as a national body and resource for its member states and territories to access accreditation, education and insurance.

Copies of this form are to be kept by Pegasus; and as requested a copy may be sent to RDAA, or the participant.

I (the participant)..... [insert name]

of ..... [insert address]

hereby apply for membership with RDAA Limited and provide my written consent to participate in RDA Activities. In so applying and in consideration of my application for membership being accepted **I acknowledge and agree** that:

- 1 **“RDAA”** for the purposes of this membership application and declaration means and includes the Riding for the Disabled Association of Australia Limited, and their respective directors, officers, members, servants or agents.
- 2 **“Pegasus”** means Pegasus Riding for the Disabled Association of the ACT Incorporated (ABN 85 460 683 554)
- 3 **If accepted I will be a member of RDAA.** (If I wish to become a voting member of Pegasus, a separate membership form can be completed and Pegasus fee is payable.)
- 4 **This document cannot be amended.** If I do amend it, my application will be null and void. It cannot be accepted by RDAA.



- 5 **Insurance** is in place that provides limited cover to me whilst I am performing or participating in any authorised or recognised RDAA activity ("**RDAA Activity**"). (*For insurance details contact RDA National Office.*) I can, in my own interests, seek and obtain personal insurance over and above the cover provided by RDAA.
  - 6 **The RDAA Constitution** is a contract between me and RDAA. I will be bound by it and any By-Laws made under it. It is necessary and reasonable for promoting RDAA and Riding for the Disabled. For the avoidance of doubt, I acknowledge and agree to comply with the Constitutions and By-Laws of RDAA, my Member State and my Centre, if my application is accepted. Where there is any inconsistency between the Constitutions of RDAA, the States or Centres, the Constitution of RDAA will prevail.
  - 7 **Warning:** Riding (including but not limited to recreational and therapeutic riding) can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in riding (including but not limited to recreational and therapeutic riding, carriage driving and vaulting).
  - 8 **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my membership (if accepted) that RDAA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my membership and/or participation in any RDAA Activity. I acknowledge that the services and benefits I receive under my membership are "recreational services" as defined under the *Trade Practices Act 1974*. Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of RDAA flowing from them, are expressly excluded, restricted or modified by these membership terms and conditions.
1. **Release and Indemnity:** In consideration of RDAA accepting my application for membership I:
    - (a) release and forever discharge RDAA from all Claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any RDAA Activity; and
    - (b) indemnify and hold harmless RDAA to the extent permitted by law in respect of any Claim by any person including but not only another member of RDAA arising as a result of or in connection with my membership and/or participation in any RDAA Activity. In this **clause 8 "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim

in respect of any action, suit, made by any person entitled to make a claim under a relevant RDAA insurance policy or any personal insurance held by the member.

2. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in any RDAA Activity within my range of abilities. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify RDAA in writing through my Centre Member or Member State of any change to my fitness and ability to participate. I understand and accept that RDAA will continue to rely upon this declaration as evidence of my fitness and ability to participate. I acknowledge that if I have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) I am required to submit with this application a medical consent form completed by a medical practitioner. Further, I acknowledge that RDAA may in its reasonable discretion require me to provide a medical consent form completed by a medical practitioner even if I have declared that I do not have or have not had a medical condition or disability.
  
3. **Medical Treatment:** I consent to receiving any medical treatment that RDAA considers necessary or desirable during a RDAA Activity. I also agree to reimburse RDAA for any costs or expenses incurred in providing me with medical treatment.
  
4. **Privacy:** I understand that the information I have provided overleaf is necessary for the objects of RDAA. I acknowledge and agree that the information may be disclosed by Pegasus to RDAA and will only be used for the objects of RDAA. I understand that I will be able to access my information through Pegasus. If the information is not provided my membership application may be rejected. To view Pegasus' Privacy Policy, view <http://www.pegasusact.com.au/privacy.html>

I warrant that all information provided is true and correct.

**I have read, understood, acknowledge and agree** to the above declaration including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages, privileges and services of RDAA membership.

Signed: ..... Date: .....

Where the applicant is under 18 years of age or cannot provide informed consent this form must also be signed by the applicant's parent or legal guardian.

I,..... am **the parent or guardian** of the applicant

named:..... I agree to personally accept the conditions set out in this application and declaration including the provision by me of indemnity in the terms set out above.

Parent's signature: ..... Date: .....  
(where applicant under 18 years or unable to legally sign)

## Payment methods

**Electronic transfer** payments can be paid directly into our bank account. Details are:

Bank:	Westpac – Belconnen Mall Branch
Account Name:	Pegasus
BSB:	032 712
Account Number:	11 22 18
Amount:	\$100
Reference:	Participant's full name and invoice number.

**Credit card** payments can also be made over the phone by calling 02 6254 9190.

**Cash payments** can be made at the Pegasus office during working hours: 9am to 5pm, Monday to Friday.

**Cheques** should be made out to 'Pegasus' and can be posted to us at 119 Drake Brockman Drive, Holt ACT 2615 or dropped into the office during working hours.

## Enquiries

Should you have any questions or concerns regarding our payment terms and fee structure, please feel free to contact us on 02 6254 9190 to discuss.