



Australian Stock Horse

# The Australian Stock Horse Society Limited 2019 Membership Application

Office Use Only

ABN 35 001 440 437

www.ashs.com.au

Membership Year: 1st January - 31st December 2019

Form Amended: 07/01/2019

## 1 MEMBERSHIP DETAILS Please note for Full, Participant, Youth and Subscriber Memberships, there is a limit of one Individual per Membership.

**Membership Type (please tick)** See [www.ashs.com.au](http://www.ashs.com.au) for further details.

**INTERNATIONAL MEMBERS**

Full \$130  Participant \$65  Youth - Under 18yrs (with horses) \$90  Youth Participant - Under 18yrs \$35  Subscriber \$60

**ASHS Membership Name (Maximum of 29 characters):**

(i.e. Individual/Partnership/Company/Trading Name)

**Nominee Title:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **Surname:** \_\_\_\_\_

(Individual entitled to compete, vote, and sign for this Membership)

**Postal Address:** \_\_\_\_\_

**Town/Suburb:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Postcode:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Phone (B/H):** \_\_\_\_\_ **Phone (A/H):** \_\_\_\_\_ **Mobile:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Have you been a Member before?**  No  Yes - provide previous Membership Number if possible: \_\_\_\_\_

**Membership tax classification:**  Hobbyist **OR**  Business - please provide **ABN:** \_\_\_\_\_ **GST Registered:**  Yes  No

Hobbyist - Indicates interest in Australian Stock Horses is an activity done as a private, recreational pursuit, hobby or is wholly of a private or domestic nature.

You will be allocated a Branch according to your location. If you have a preference please list here: \_\_\_\_\_

**I wish to receive a copy of the ASHS Financial Report:**  Yes - Via Post  Yes - Via Email  No - I do not wish to receive a Financial Report

## 2 YOUTH PARTICIPANT - TO BE NOMINATED BY FULL MEMBERS

In order to participate at any ASHS event, a person MUST be a Member of the Society. Please complete below the details of any child you wish to nominate and indicate the Membership Number you would like each Youth Participant to be linked to. Please indicate if the Youth Participant would like to join Stan's Stable, the exclusive under 13's youth club to receive a welcome pack, birthday cards and exclusive offers.

	FIRST NAME	SURNAME	SEX (M/F)	D.O.B	LINK TO	STAN'S STABLE
<input type="radio"/> Youth Participant \$35	_____	_____	_____	____ / ____ / ____	_____	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Youth Participant \$35	_____	_____	_____	____ / ____ / ____	_____	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Youth Participant \$35	_____	_____	_____	____ / ____ / ____	_____	<input type="radio"/> Yes <input type="radio"/> No

## 3 HAVE YOU PURCHASED AN AUSTRALIAN STOCK HORSE?

Membership of the Society provides for the continuing registration of horses. The registration status of horses under a lapsed Membership or if owned by a non-member is suspended until such time as the owner is a Financial Member of the Society. If the horse's registration is suspended, the Society's Online Stud Book will indicate the Competition Status as 'Not Eligible' and the horse will be unable to compete at ASH events.

**Your Horse's Registered Name:** \_\_\_\_\_ **Registered Number:** \_\_\_\_\_

**Was the horse purchased at an Approved ASH Sale?**  Yes  No, please proceed to Section 4

**Location of Sale:** \_\_\_\_\_ **Lot Number:** \_\_\_\_\_

## 4 ASHS PRIVACY POLICY DECLARATION

I understand the Society's Privacy Policy and consent to the collection of personal information by the Society and disclosure of information as outlined in the Policy. I understand the purpose for collection of information and the responsibility of the Society to maintain and to keep secure. In relation to the Policy, I provide the following instructions:

**I would like my Membership details (address, phone, email) made available on the Online Stud Book on the Society's website:**  Yes  No

**I consent to the Society using the email address provided for the purpose of receiving the Society's bi-monthly e-Newsletter:**  Yes  No

**I consent to the disclosure of my personal information for the purpose outlined and in accordance with the Society's Rules:**  Yes  No

**I consent to the disclosure of my personal information to a recipient outside of Australia for the purpose outlined and in accordance with the Society's Rules:**  Yes  No

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## MEMBER DECLARATION

Read carefully before signing. Please contact the Society if you are unsure about any of the following information.

## NOMINEE'S DECLARATION

- I agree to be bound by the Society's Rules, Regulations and Codes of Conduct (see www.ashs.com.au).
- I acknowledge as Nominee I am the only person authorised to compete under this Membership.
- I acknowledge as Nominee I am the only person authorised to vote as per ASHS Rules and Regulations.
- I declare that I have read and understood the Parental Consent & Indemnity and Risk Warning & Waiver above and acknowledge that Membership does not include Personal Accident Insurance.
- I acknowledge my Membership card will be sent to me and a copy of the Society's Events Handbook is available online or a copy can be purchased from Head Office.
- I acknowledge the Society's Privacy Statement (see www.ashs.com.au).
- I acknowledge that all Memberships are annual and expire on 31st December (excludes Subscribers).
- I declare that the details shown on this form are true and correct.

**Membership Authorisation:** Should a person or persons other than the Nominee be required to complete and sign any ASHS documents (including *Transfer Applications*) relating to this Membership on the Nominee's behalf, a **Membership Authorisation Form** must be completed. A **Membership Authorisation Form** is available from our website or Head Office.

## NOMINEE'S SIGNATURE\*

If the Nominee is under 18 years of age, a parent or guardian must countersign the application in the box below.

## PARENT OR GUARDIAN'S SIGNATURE\*

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## PARTNER/ASSOCIATE'S DETAILS AND DECLARATION

In the case of a Membership comprising more than one individual, or in the case of a partnership, stud or trading name comprising more than one individual, please provide details of all individuals comprising the Membership below.

Please note that the people below acknowledge that they are not eligible to compete in ASH competitions unless they take out their own individual Membership and are not authorised to sign documents on behalf of the Membership.

## In signing below you accept the following:

- I acknowledge that by signing, I agree that the Membership Name may include my name and/or initials.
- I acknowledge that I am **NOT** eligible to compete in ASH competitions unless I take out my own individual Membership.
- I acknowledge that signing does **NOT** entitle me to Membership or authorisation to sign documents on behalf of the Membership.

## PERSON 1

ASHS Membership Number (If Applicable): \_\_\_\_\_

Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Town/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_ Country: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## PARTNER/ASSOCIATE'S SIGNATURE\* ➔

## PERSON 2

ASHS Membership Number (If Applicable): \_\_\_\_\_

Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Town/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_ Country: \_\_\_\_\_

Phone (B/H): \_\_\_\_\_ Email: \_\_\_\_\_

## ADDITIONAL PARTNER/ASSOCIATE'S SIGNATURE\* ➔

PLEASE ATTACH ADDITIONAL PAGE IF THERE ARE MORE THEN TWO PARTNERS/ASSOCIATES

\*Sign within the box with a ballpoint pen. Electronic signatures not accepted.

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## PRICE TALLY AND PAYMENT DETAILS

Memberships take a minimum of 5 Business Days after receipt to be processed (10 days for cheques).

ITEM	QUANTITY	PRICE
Membership		
Breeding Certificate 1 - \$17 or 20 - \$240		
Horse Transfer Fee		
Voluntary ASHS Heritage Centre Donation		
Voluntary Equine Research Donation		
All prices are in Australian Dollars and are GST inclusive.	<b>TOTAL</b>	

Payment Method:  MasterCard  Visa  Cheque/Money Order\*Credit Card Number: 

Expiry Date: \_\_\_\_ / \_\_\_\_

Cardholder's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

For security reasons, the Society recommends that credit card details NOT be emailed.  
\*If you reside outside of Australia, payment must be made via MasterCard or Visa.

## PARENTAL CONSENT & INDEMNITY

This document is a deed poll in favour of The Australian Stock Horse Society (Supplier) and its officers, employees, representatives, agents, contractors and volunteers (Personnel).

I, who have signed below, am aged over 18 years of age and am a parent or legal guardian of the overleaf named participant (Participant).

I consent to the Participant attending The Australian Stock Horse Society events (the Association) for the activities described above, including participating in the events and activities offered by the Supplier or otherwise in connection with it (Activities). I acknowledge and agree:

- that the Participant and I have read and understood the Association's rules and any other rules applying to the Activities;

- that the nature of the Activities may include The Australian Stock Horse Society, and that risks may arise during these and other Activities, including the risk of Personal Injury (as defined below);
- that the Supplier and its Personnel would be unable to feasibly operate the Association if they were liable for such risks; and
- that the Participant attends the Association and participates in all Activities at my own risk.

I indemnify Supplier and each of its Personnel against any and all losses, costs, damages, expenses and liabilities (including legal costs on a full indemnity basis) sustained or incurred by Supplier or any of its Personnel in connection with:

- any claim, action, demand or proceedings

(whether based in contract, tort (including negligence) or otherwise) by any person in relation to any Personal Injury occasioned by the Participant at, or as a result of, the Association, or in the course of, or as a result of, any Activities;

- any failure of the Participant to follow any rules of the Association or any directions given by Supplier or its Personnel; or
- any act or omission of the Participant at the Association events or in the course of any Activities which causes or contributes to Personal Injury to any person.

In this deed poll, a reference to Personal Injury includes: death; physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); the contraction, aggravation or acceleration

of a disease; 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:

- that is or may be harmful or disadvantageous to the person who suffers it or the community, or
- that may result in harm or disadvantage to the person who suffers it or the community.

I agree that in the event of the Participant being involved in an accident, becoming ill, or otherwise requiring medical treatment or care, Supplier or its Personnel may, in their absolute discretion, obtain medical treatment for the Participant and that I must pay all expenses incurred in obtaining such medical treatment or care.

## RISK WARNING & WAIVER

### Risk warning and acknowledgement

Your participation in the recreational activities supplied by The Australian Stock Horse Society (Supplier) may involve risk. The risks involved may result in personal injury including death. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have.

By signing this form, you acknowledge, agree, and understand that participation in the recreational services provided by The Australian Stock Horse Society may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You also acknowledge that the risk warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

### Waiver

It is possible for a supplier of recreational services or recreational activities to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services). 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 Supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

### For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth), (New South Wales) and (Western Australia) applies

By signing this form, you agree that the liability of The Australian Stock Horse Society in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act*

*2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- a. death;
- b. physical or mental injury (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:
  - i. that is or may be harmful or disadvantageous to you or the community;
  - ii. that may result in harm or disadvantage to you or the 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 recreational services or recreational activities is excluded.

### For recreational services to which the Australian Consumer Law (Northern Territory) applies

By signing this form, you agree that the liability of The Australian Stock Horse Society for any death or personal injury (as defined in the *Consumer Affairs and Fair Trading Act* (NT)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

### For recreational services to which the Australian Consumer Law (South Australia) applies

#### Your rights

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services<sup>1</sup>), there is -

- a. a statutory guarantee that those services will be rendered with due care and skill; and
- b. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the Supplier); and
- c. a statutory guarantee that those services, and any product resulting from those

services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the Supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

### Excluding, restricting or modifying your rights

Under section 42 of the *Fair Trading Act 1987* (SA), the Supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**). If you sign this form, you will be agreeing to exclude, restrict or modify the Supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury<sup>2</sup>.

### Important

You do not have to agree to exclude, restrict or modify your rights by signing this form. The Supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the Supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

### Agreement to exclude, restrict or modify your rights

I agree that the liability of The Australian Stock Horse Society for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

### Definitions

<sup>1</sup> **Recreational services** are services that consist of participation in -

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant

degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

<sup>2</sup> **Personal injury** is bodily injury and includes mental and nervous shock and death.

### Further information

Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

### For recreational activities to which the Australian Consumer Law (Victoria) applies

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Supplier named on this form The Australian Stock Horse Society, is required to ensure that the recreational services it supplies to you -

- a. are rendered with due care and skill; and
- b. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- c. might reasonably be expected to achieve any result you have made known to the Supplier.

Under section 32N of the *Fair Trading Act 1999*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Fair Trading Act 1999* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the Supplier's part. Gross negligence is defined in the *Fair Trading (Recreational Services) Regulations 2004*.

### Exclusion of rights under the Australian Consumer Law (Victoria)

By signing this form, I agree that the liability of The Australian Stock Horse Society for any death or personal injury (as defined in the *Fair Trading Act 1999*) that may be suffered by me (or a person from whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded.