

RELEASE AND WAIVER OF LIABILITY

ACKNOWLEDGEMENTS

1. I acknowledge and agree that:
 - (a). participating in horse activities, including horse racing, is dangerous and serious injury or death may result from any involvement or participation;
 - (b). horses can act in a sudden and unpredictable manner, and Racing and Wagering Western Australia (**RWWA**) does not make any representations or warranties as to how a horse may behave;
 - (c). I voluntarily participate in the Kulin Bush Races Race Day held on 7 October 2023 at the Jilakin Rock Race Track (**Race Day**) organised by the Kulin Bush Races Inc (**Club**) at my own risk; and
 - (d). I have read, understood and agree to be bound by this Release and Waiver of Liability and any and all rules, policies, procedures and directions of the Club that may be in force before, during and after the Race Day.

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2. To the full and maximum extent permitted by law and otherwise, I voluntarily:
 - (a). waive all legal and equitable rights of action against RWWA, its stewards, employees, officers, contractors and volunteers (**RWWA Staff**) in relation to any claim or right arising from and relating to the Race Day; and
 - (b). fully and entirely release RWWA and any RWWA Staff from any and all loss, damage, injury, claim or death arising from or relating to the Race Day.
3. I hereby guarantee and warrant that:
 - (a). if, in any way I feel unsafe or unwell I will immediately advise the Club and cease to participate in the Race Day;
 - (b). I accept full responsibility and liability for any and all loss, damage, injury, claim or death arising from or relating to the Race Day;
 - (c). any queries or concerns I may have with this Release and Waiver of Liability have been satisfied by the Club or the provision of independent legal advice;
 - (d). I understand that signing this Release and Waiver of Liability constitutes and signifies a complete and unconditional release of RWWA and RWWA Staff from any and all liability to the maximum extent permitted by law and otherwise in the event I, the children/minors or horses under my care experience or suffer any loss, damage, injury, claim or death; and
 - (e). if applicable, I have explained the contents and effect of this Release and Waiver of Liability to the children/minors under my care and confirm they understand the contents and effect of this Release and Waiver of Liability.

Full name

Signature

Date

Parent/Guardian consent for those under 18 years of age

Full name

Signature

Date