



Membership Application

***** 2023/2024 *****

Ballarat Adult Riding Club Inc.



President: Nadine Gass M: 0409 423 757 E: shantouq@bigpond.com	Vice President: Meaghan Skewis M: 0411 660 722 E: meagz_92@hotmail.com	Secretary: Ian Milne: H: 53448440 M: 0408 448 668 E: ianmilne1@bigpond.com
Rally Co-ordinator: Sandi Bowman E: bowman.sandi@gmail.com M: 0427 306 935	Treasurer: Jennifer Milne E: milnejenk@gmail.com	Club Website: ballaratadultridingclub.weebly.com BARC e-mail: ballararc@gmail.com

I, _____ (Name. Please print),

Of _____ (Address)

Phone _____, Mobile _____, E-mail _____ (clearly!)

Wish to: Apply for the following type of BARC membership. Please circle your chosen Membership:

1. **Full Riding Member (Weekend & Midweek Rallies)**
2. **Riding Member (Weekend Rallies only)**
3. **Riding Member (Midweek Rallies only)**
4. **Riding Member (Non Instructional)**
5. **Non-riding member.**

Please Note: To participate in Mid-Week Rallies Members will need to have proof of a current WYEC Casual User Membership. BARC Members get a special discount for WYEC Casual User Membership and pay only \$85. Family Casual User Memberships are also available.

I have a current WYEC Casual User Membership **YES/NO** Valid from: _____

Name Badge: **YES / NO** Chaff Chat: **YES / NO (Hard Copy - \$120 for 12 months subscription)**

I am a current or past HRC AV member **YES / NO** Membership Number: _____

Age (if over 75 years): _____ (Required for HRC AV Insurance purposes)

I have a **current Working With Children Certificate: YES / NO**

<u>Emergency Contact Details</u>	Contact No 1	Contact No 2
Name		
Relationship		
Telephone/ Mobile		

Medical Conditions: Please list any medical conditions that may be relevant in the case of an emergency, eg. Allergies, operations, asthma, diabetes, medication etc.

Ambulance Subscriber: YES / NO

(Note: Regardless of whether you are a Subscriber or not, the Club will call an ambulance if you have an accident at a BARC rally/event and require medical attention. The Club accepts no responsibility for any costs incurred).

I agree to act in a manner that is mindful of others with regard to the safety and well-being of people, horses and property.

I have read and agree to follow the conditions of joining BARC, including the HRC AV code of conduct.

It is an expectation that members will provide assistance in the running of Ballarat ARC events and competitions. It is also expected that BARC members will also assist at WYEC Working Bees and help at the Friends of Woody HT's held in May and other commitments that BARC has as a Home User of the Woody Yaloak Equestrian Centre.

Signed:

Date:

FEES for 2023 - 2024

Extra Lesson Fees: One lesson per Midweek Rally (if a Weekend Only Member) - \$40

One lesson per Weekend Rally (If a Midweek Member Only) - \$40

Two lessons per Weekend Rally (If a Midweek Member Only)- \$60

Fees for NEW Members and Re-Joining Members								
HRC AV Levy & Insurance/BARC Membership & Instruction Fees: Valid until 31st January 2024. Thereafter Instructional component will be pro-rata at \$20 per remaining months. Members joining before 31/1/2024 make a substantial saving.								
Fees → Membership Category ↓	HRC AV Levy	HRC AV Insurance	BARC Membership	Instruction Fee	Total			
					With name badge \$15.00 Extra	With Chaff Chat Hard Copy \$120.00 Extra	With badge & Chaff Chat \$135.00 Extra	
Full Instruction Riding Membership								
Weekend & Week Day Rallies	\$67	\$103	\$50.00	\$250.00	\$470.00	\$485.00	\$590.00	\$605.00
Weekend Rallies Only	\$67	\$103	\$50.00	\$150.00	\$370.00	\$390.00	\$490.00	\$505.00
Midweek/ Rallies Only	\$67	\$103	\$50.00	\$120.00	\$340.00	\$355.00	\$460.00	\$470.00
	Full Weekend & Week Day Rally Members may ride at all Weekend Rallies (usually 4 th Sunday of the month held at the WYEC) and at all Mid-Week Rallies (usually 2 nd Wednesday of the month also at the WYEC).							
Non-Instructional Riding Membership	\$67	\$103	\$50.00		\$220.00	\$235.00	\$340.00	\$355.00
	Members may ride at Weekend Rallies, participate in Mini-Comps and compete as a Ballarat ARC member, but not receive instruction or ride in arenas where lessons are being given.							
Non-Riding M/ship	\$18.00	\$22.00	\$20.00		\$60.00	\$75.00	\$180.00	\$195.00

HRC AV Fees are not payable if you are a current financial member of another HRC AV Riding Club. You will need to present your HRC AV Membership card with valid stamp and signature to verify this.

Please note Medical armbands are required to be worn by riders at all times when mounted at rallies.

It is a condition of use of all our rally and clinic venues that all hay and manure be picked up before departure.

MEMBERSHIP CARDS SHOULD BE PRESENTED FOR STAMPING WITH THE OFFICIAL CLUB STAMP WHEN PAYING FEES.

It is the member's responsibility to check that their membership card has been signed and stamped for the current HRC AV year.

Total amount payable \$_____ via Direct Deposit Cash

Payment by Direct Deposit: Ballarat Adult Riding Club BSB # 633 – 000 Account # 110416286

Please use your first initial and surname as the reference. If paying by direct deposit receipt number:_____

Membership forms and cards can be either:

* Posted to Ian Milne at 96 Greenbank Court, Haddon, 3351 with a SSAE for return of card **or**

* Handed to Ian (the Secretary) at rallies and cards stamped (if payment paid) **or**

* Forms can be emailed to Ian ianmilne1@bigpond.com

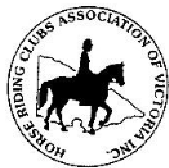
If emailing membership forms **DO NOT SEND photos** of forms please! (They are difficult to save and impossible to read).

** If you wish to email from something like Adobe Scan, please send through as ONE PDF file.

*** If emailing the form from the word document, just delete the dashes to fill your details in.

PLEASE make sure you have read and signed the HRCav disclaimer below:
GENERAL RULES APPENDIX 20

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HORSE RIDING CLUBS ASSOCIATION OF VICTORIA INC (HRCav) A0002667H

ANNUAL MEMBERSHIP DISCLAIMER STATEMENT

To be completed by new and renewing members.

The completed form must be retained by the Club and provided to the HRCav on request

CLUB: BALLARAT ADULT RIDING CLUB INC.

MEMBER'S

NAME _____

As a condition of membership of the abovenamed HRCav affiliated Club and prior to participating in activities or events conducted by the Club and/or the HRCav you are required to acknowledge and agree to the following terms and conditions:

1) Membership and participation

- You acknowledge and agree to abide by the rules, by-laws, policies, directions, codes of conduct, and Member Protection Policy of the HRCav and affiliated Club/s. You agree to follow the directions of organisers and officials at HRCav activities and events and acknowledge that if you fail to follow directions you may not be permitted to participate and no refund will be given.
- You acknowledge and agree that the HRCav has arranged insurance coverage for members which provides you with some protection for loss, damage or injury suffered as a result of your involvement in equestrian activities and that the insurance provided by HRCav may not provide full indemnity. You acknowledge that the summary of cover provided by HRCav may be viewed at www.hrcav.com.au and agree that it is your responsibility to review your own insurance requirements and arrange any additional personal coverage you may require at your own expense.
- If you suffer any injury or illness whilst involved in HRCav activities and events, you agree and consent to be provided with evacuation, first aid and/or medical treatment at your expense.
- You understand that, due to diseases such as equine influenza, government bodies may restrict or prevent the movement of horses, vehicles and personnel for a period of time ('standstill') and acknowledge and agree that a standstill is a risk of participation in the event/activity and agree to pay any costs incurred by the organising committee for or on behalf of your horses as a result of a standstill.

- You acknowledge that photographs and electronic images may be taken of you at HRCav activities and events by organisers, official photographers and press and consent to their use for HRCav related promotional/publicity purposes. You understand that, when images are taken of children under the age of 18 years, the parent/guardian has the option to withdraw such consent in accordance with the HRCav Child Protection Policy.

- You understand and agree that personal information you have provided in your membership application is necessary for the conduct and management of the Club and HRCav activities and other related activities, and that this and other relevant personal information is collected, recorded and used by the HRCav in accordance with their Privacy Policy (available for review at www.hrcav.com.au) You understand that you may opt out of receiving promotional material from HRCav sponsors and third parties by notifying the HRCav in writing.

2) Risk Warning and Waiver – You acknowledge that participation in the recreational activities supplied by the Clubs and HRCav is inherently dangerous and may involve risk. You acknowledge that there are risks specifically associated with participation in horse riding activities and accidents can and often do happen which may result in personal injury, death or property damage. You agree and undertake any such risk voluntarily and at your own risk. Prior to undertaking any such activity, you are aware that you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. You agree that, if at any time you feel unsafe you will immediately advise organisers and cease participating in the activity. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

3) Release & Indemnity – In consideration of the relevant HRCav affiliated Club accepting your membership application you, to the extent permitted by law:

i. release and forever discharge HRCav and any relevant affiliated Club from all Claims that you may have or may have had but for this release arising from or in connection with your membership and/or your participation in the HRCav activities;

ii. release and indemnify HRCav and any relevant affiliated Club against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by the HRCav or HRCav affiliated Club or in any other manner whatsoever; and

iii. indemnify and will keep indemnified and hold harmless HRCav and any relevant affiliated Club to the extent permitted by law in respect of any Claim by any person:

(A) arising as a result of or in connection with your membership or undertaking the HRCav activities; and
(B) against the HRCav or any relevant affiliated Club in respect of any injury, loss or damage arising out of or in connection with your failure to comply with HRCav's rules and/or directions, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the HRCav or relevant affiliated Club.

4) Waiver – A supplier of recreational services or recreational activities can 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 or activities). 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 activities provided in Victoria

For recreational services to which the Australian Consumer Law (Victoria) applies: Warning under the Australian Consumer Law and Fair Trading Act 2012: 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, HRCav and its affiliated Clubs, are required to ensure that the recreational services it supplies to you:

a. are rendered with due care and skill;
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 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are

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killed or injured because the services 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" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of HRCav and its affiliated Clubs for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) 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 or activities provided throughout Australia and in NSW

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) and (New South Wales) applies: By signing this form, you agree that the liability of HRCav and its affiliated Clubs in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

(i) death;
(ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
(iii) the contraction, aggravation or acceleration of a disease; or
(iv) 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:
(A) that is or may be harmful or disadvantageous to you or the community; or
(B) 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 and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in South Australia

For recreational services to which the Australian Consumer Law (South Australia) applies: Your rights: Under sections 60 & 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services) there is

a. a statutory guarantee that those services will be rendered with due care and skill;
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 negotiation have been conducted in relation into the acquisition of the services).

Excluding restricting or modifying your rights: Under section 42 of the Fair Trading Act 187 (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. 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 partner 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: by signing this form you agree that the liability of HRCVA and its affiliated Clubs 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: Recreational services are services that consist of participation in a) 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 purpose of recreation, enjoyment or leisure. Personal injury is bodily injury and includes mental and nervous shock and death.

5) Governing Law – The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

BY SIGNING HEREUNDER I CONFIRM THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS STATED ABOVE:

Print name here * Sign here Date

*Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian:

I (insert name).....of (insert address).....

.....
.....
am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the HRCVA Activities. In consideration of the applicant's membership being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership application and declaration. In addition, I agree to be bound by and to comply with the rules, regulations and policies of the Club and the HRCVA.

Signature of parent or guardian.....

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HRCAV CODE OF CONDUCT

In all equestrian sports the horse must be considered paramount. The well-being of the horse shall be above the demands of owners, riders, organisers, sponsors or officials. In the interests of the horse, the fitness and competence of the Rider shall be regarded as essential.

The HRCAV recognizes the principles covered in the Vic Sport Code of Conduct and works to ensure:

The inclusion of every person regardless of their gender or sexual orientation

The inclusion of every person regardless of their race, culture or religion

Opportunities for people of all abilities to participate in the sport and develop to their full potential

That respect is shown towards others, the club and the broader community

A safe and inclusive environment for all

Elimination of violent and abusive behaviour

Protection of persons involved in the sport from sexual harassment or intimidation

Protection of persons involved in the sport from other forms of harassment

This Code and Association rules apply to all Club sanctioned events and activities and extends to cover unacceptable behaviour on the part of individual members which has the potential to be injurious to the reputation of the Association and negatively affect the safety and enjoyment of the sport by other members.

BREACHES OF CODE OF CONDUCT

The HRCAV Committee may impose sanctions where they are satisfied that there is proof that a breach of the Code of Conduct has occurred. Breaches of the Code of Conduct include, but are not limited to, the following:

☒ Failure to comply with the Rules of the Association

☒ Disrespecting the Rules of the Association or those of the Organising Committee of an event in such a manner that is considered offensive.

☒ Disrespecting the decisions of Judges or Event Officials.

☒ Failure to follow the orders of Event Officials.

☒ Bribing or attempting to bribe Officials or Judges.

☒ Defamation of the Association.

☒ Conduct which may be injurious to the reputation of the Association.

☒ Behaviour or use of language in a manner which may be considered offensive.

☒ Wilfully misleading the Association or the Organising Committee as to the eligibility of a Horse/Rider or the misrepresentation of the Horse/Rider's identity.

☒ Use of illegal substances or failure or refusal of a rider, owner or HRCAV member to allow his/her horse to be swabbed.

☒ Harassment including offensive, abusive, belittling or threatening behaviour directed at a person or people in the form of verbal, non verbal or written communication including harassment via electronic media.

☒ Violent or abusive behaviour towards another person.

☒ Vilification of any kind towards another person.

☒ Discrimination against another person based on their age, gender or sexual orientation.

☒ Discrimination against another person based on their race, culture, religion or any other irrelevant personal characteristic.

☒ Sexual harassment or intimidation of another person.

☒ Victimisation of another person for exercising their rights through the Code of Conduct.

☒ Repeating offences after being given a warning in writing by the HRCAV Committee.

☒ Failure to maintain a safe environment

☒ Cruelty to a horse in the following manner:

Refer to Disciplinary Rules Appendix 1 for clarification

- To whip or beat a horse excessively
- To subject a horse to any kind of electric shock
- To use spurs, or to jab the horse in the mouth with the bit excessively or persistently
- To mount, attempt to mount or ride an obviously exhausted, lame or injured horse
- To 'rap' a horse anywhere in or outside the grounds of the Event
- To hyper-sensitise any part of a horse
- To leave a horse without adequate food, drink and exercise.