



# RIDING FOR THE DISABLED ASSOCIATION SA INC

**RDA**

## MEMBERSHIP DECLARATION BY CLIENTS

(previously named "Appendix 5")

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

..... (insert address)

hereby apply for membership as a registered riding member (client) of RDAA. In so applying and in consideration of my application for registration being accepted I acknowledge and agree that:

1. **"RDAA"** for the purposes of this registration application and declaration means and includes the Riding for the Disabled Association of Australia Incorporated, its members (including Member states and Member Centres) and where the context so permits, their respective directors, officers, members, servants or agents.
2. **If accepted I will be a client of** ..... Centre, RDA SA and RDAA.
3. **This document cannot be amended.** If I do amend it my application will be null and void. It cannot be accepted by RDAA.
4. **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 details contact RDA National Office) I can, in my own interest, seek and obtain personal insurance over and above the cover provided by RDAA.
5. **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, RDA SA and ..... Centre if my application is accepted. Where there is any inconsistency between the constitutions of RDAA or RDA SA, the constitution of RDAA will prevail.
6. **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).
7. **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my registration (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 registration and/or participation in any RDAA Activity. I acknowledge that the services and benefits I receive and under my registration 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 registration terms and conditions.
8. **Release and Indemnity:** In consideration of RDAA accepting my application for registration 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 Client 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, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant RDAA insurance policy or under the RDAA Constitution or any By-Laws.

**Initials & date** .....

**Please complete & copy both sides**



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215 Portrush Road, Maylands SA 5069 **Ph** 08 8331 1833 **Fax** 08 8331 1188 **Email** admin@rdasa.org.au

9. **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 or 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 (e.g. physical, intellectual, psychiatric or behavioural) I am required to submit with this application 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.
10. **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.
11. **Privacy:** I understand that the information I have provided (personal, disability, carer details and emergency contact) is necessary for the objects of RDAA. I acknowledge and agree that the information will be disclosed by my Centre to the State and RDAA and will only be used for the objects of RDAA and to provide me with registration services. I also understand that records will be kept at my centre in regard to my assessment, any reviews, changes to my program, change of circumstance, complaints, reports from other agencies and requests for any change of service. I understand that I, or a nominated advocate, will be able to access my information through my Centre and/or State. If the information is not provided my registration application may be rejected (see RDA SA policy 2, Privacy & Confidentiality Policy).
12. **Copyright in photographs and right to use:** I acknowledge and consent to photographs and other images being taken of me during my participation in RDAA Activities. I acknowledge that the photographs/images are owned by RDAA. RDAA may use the photographs/ images for promotional or other purposes without my further consent being obtained.

**Yes**  **No**

I am aware that I may amend or withdraw my consent at any time by notification in writing to RDAA, RDA SA or my centre.

13. **I have provided the information required and signed both sides of this form. I warrant that all information 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 registration is successful I will be entitled to all benefits, advantages, privileges and services of RDAA registration.

Signed ..... Date .....

Name .....

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 legal guardian of

the applicant named .....

I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this registration application and declaration including the provision by me of a release and indemnity in the terms set out above.

Parent's/guardian's signature: ..... Date .....  
(Where applicant under 18 years of age or unable to legally sign)

**Please complete & copy both sides**



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