RDA Victoria – INDIVIDUAL <u>RENEWAL</u> RIDER / CARRIAGE DRIVER APPLICATION FORM – 2020



BEFORE YOU SUBMIT YOUR APPLICATION:

PLEASE ENSURE THIS APPLICATION FORM IS COMPLETED IN BLOCK LETTERS IN BLUE OR BLACK PEN.

Section 1-4 is filled out by the applicant or guardian/parent (where the Applicant is under 18 years of age or cannot provide informed consent).

Rider goals form is completed.

Section 5 is completed

(This section must be filled out by your regular doctor <u>if the medical condition</u> <u>has changed since 2019</u>. Please note, the application <u>cannot</u> be accepted if the outlined boxes are not completed and it has been indicated the medical condition has changed)

Payment is attached or the credit card section is completed

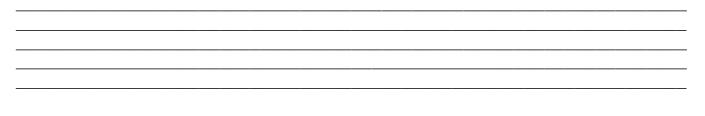
Sent to, RDA Victoria, 400 Epsom Road, Flemington, 3031.

<u>Please note:</u> An incomplete application form, or an application form with incorrect or missing payment will be returned. Applicants are not permitted to ride without a completed application form and finalised payment.

Riding for the Disabled Association of Victoria Inc. 400 Epsom Road, Flemington, Victoria, 3031 <u>info@rdav.asn.au</u> 03 9258 4730 ABN 20 130 814 132

RIDER GOALS (to be completed by rider with input from parent/carer/teacher/ therapist/coach)

1. What do you wish to achieve with your riding? Short term? Long term?



2. What would you like to improve on?

- Communication skills
- □ Attention / Concentration to task
- □ Mobility Sitting / Standing / Walking
- □ Posture Sitting / Standing / Walking
- Balance Sitting / Standing / Walking
- \square Independence

COMMENTS

- □ Upper limb skills
- Endurance
- □ Self-esteem/confidence
- □ Enjoyment/motivation
- $\hfill\square$ Social skills and interaction
- □ Riding skills

Thank you for your input!

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1. APPLICANT'S DETAILS

Given Name	Fa	mily name		
(Please circle) M / F	Date of Birth * (Applicant <u>must</u> be	-	-	(DD/MM/YY)
Address				
Suburb	Postcode			
Phone (H)	Mobile			
Email				
Would you like to subscribe to th	ne RDAV E-newsletter?	□Yes □No		
School / service provider ((if applicable)			
Are you NDIS registered a	nd using your fund	ls for this pro	gram? Ye	s 🗆 No 🗆
2. <u>EMERGENCY CONTACT</u>				
Given Name	Fa	mily Name		
Phone	or Mobile			
Relationship to applicant (e.g. grandparent).			
3. <u>PARENT/GUARDIAN/CA</u>	RER DETAILS			
(Applicable for individuals 18	years of age or unde	er and/or those	with carers	/guardians)
Given name	Fami	ly name		

Address.....Postcode.....

Phone (H) Mobile

Email

Relationship to applicant (e.g. parent).....

4. APPLICATION FOR MEMBERSHIP AND APPLICANT'S CONSENT

(Applicable in Victoria only) PLEASE READ BEFORE SIGNING BELOW

I.....[insert name] of

.....[insert address]

(**Applicant**) hereby apply for membership of Riding for the Disabled Association of Victoria Inc. (RDAV) 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 "**RDAV**" for the purposes of this membership application and declaration means and includes the Riding for the Disabled Association of Victoria Inc. and, where the context so permits, includes Riding for the Disabled Association of Australia Limited (**RDAA**), their respective directors, officers, members, servants or agents.

2 If accepted I agree to become a member of RDAV and RDAA and I will participate at.....

3 **No clause of this Application may be amended or deleted by the Applicant.** Any attempt to amend or delete renders the Application void and RDAV and RDAA will not accept it.

4 **Insurance:** Membership of RDAV and RDAA will provide me with limited insurance cover (**Cover**) whilst I am performing or participating in any authorised or recognised RDAV or RDAA activity (**Activity**). (*For insurance details contact RDAA National Office.*) I can, in my own interests, seek and obtain personal insurance over and above the Cover.

5 **The RDAV and RDAA constitutions** (as amended from time to time) are contracts between me and RDAV and me and RDAA respectively. Each constitution is necessary and reasonable for promoting and providing Riding for the Disabled. I acknowledge and agree to comply with the constitutions and any applicable by-laws (as amended from time to time) of both RDAV and RDAA, if my application is accepted. Where there is any inconsistency between the constitutions of RDAV and RDAA, the constitution of RDAA will prevail.

6 **Warning:** The services provided by RDAV and RDAA, as the case may be, including riding, carriage driving and vaulting, can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. To the extent that each of RDAV and RDAA is

- a supplier of recreational services for the purposes of section 139A of the *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law* or
- a supplier of recreational services for the purposes of section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic),

liability for death and personal or mental injury is excluded to the maximum extent permitted by law.

The following warning is drawn to your attention:

AUSTRALIAN CONSUMER LAW AND FAIR TRADING REGULATIONS 2012 - SCHEDULE 3 Regulation 6

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 Sch. 3

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 is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- 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**, 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 **Australian Consumer Law and Fair Trading Act 2012** 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**, 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 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

7 **Release and Indemnity:** In respect of all other rights of action which I may have against RDAV and RDAA and in consideration of RDAV and RDAA accepting my application for membership, I:

(a) release and forever discharge RDAV and RDAA from each and every Claim 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 Activity; and

(b) indemnify and hold harmless RDAV and RDAA to the maximum extent legally permissible in respect of any Claim by any person including but not only another member of RDAV or RDAA arising as a result of or in connection with my membership and or participation in any Activity.

In this **clause 7**, **"Claim"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense (**Action**) however arising <u>but does not include</u> a claim in respect of any Action made by any person entitled to make a claim in respect of the Cover or any personal insurance held by the member.

8 Fitness to Participate: I declare that I am and must continue to be medically and physically fit and able to participate in any 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 the Centre in writing of any change to my fitness and ability to participate. I understand and accept that RDAV and 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. Further, I acknowledge that RDAV or RDAA may in their reasonable discretion require me to provide a medical consent form completed by a medical practitioner of have not had a medical condition or disability.

9 Medical Treatment: I consent to receiving any medical treatment that RDAV considers necessary or desirable during an Activity. I also agree to reimburse RDAV for any costs or expenses incurred in providing me with medical treatment.

10 Privacy: I understand that the information I have provided is necessary for the objects of RDAV and RDAA. I acknowledge and agree that the information will be disclosed by my Centre to RDAV and RDAA and will only be used for the objects of RDAV and RDAA and to provide me with membership services. I understand that I will be able to access my information through my Centre and/or RDAV. If I do not provide sufficient or satisfactory information, my membership application may be rejected.

I warrant that all information provided is true and correct.

I have read, understood, acknowledge and agree to all of the above. If my application for membership is successful I will be entitled to applicable benefits, advantages, privileges and services of RDAV and RDAA membership.

I consent to the use of my/Applicant's photograph to be used for RDAV and RDAA purposes including Social Media. Yes \Box $\;$ No \Box

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

Where Applicant is under 18 - 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 warrant that all information provided in this application is true and correct and I expressly agree to be responsible for the Applicant's behavior and I agree to personally accept all of the terms and conditions set out in this application as if I were the Applicant.

Parent's or guardian's signature:Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:.....Date:...Date:....Date:....Date:..Date:...Date:...Date:...Date:..Date:...Date:..Date:..Date:...D

5. Medical Review

THIS BOX MUST BE COMPLETED

Diagnosis/ Disability:

Height:..... Weight:....

Has there been any significant change in your medical condition since the completion of the 2018 Rider Registration Application Form?

□ No □ Yes (tick one)

IMPORTANT: If <u>YES</u> then the below medical review needs to be completed by your regular doctor

AREA OF CHANGE	COMMENT
General physical health	
Surgery / Trauma	
Mobility / Equipment	X O
Height / Weight	
Behavioural Function	
Cognitive Function / Communication Device	
Medication	
Other	

Over and above the normal risks of such activities, it seems reasonable, in my opinion, for the applicant to take part as an active participant in RDAV activities. In this regard, I understand that based on the medical advice given above, an RDAV coach will make the final assessment as to whether riding is a suitable activity for this applicant.

Medical Prac	ctitioner details	
Name		
Address		
Telephone		STAMP
Provider N	0	
Signature	/ / Date / / Page 6 of 7	

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2020 RIDER REGISTRATION FEE IS \$155.00 . The fee is non-refundable and is not pro rata.				
Please return ORIGINAL signed form with ALL sections completed and your Rider Registration fee of \$155.00 by mail or e-mail to the following address:				
RDA Victoria 400 Epsom Road Flemington, VIC, 3031 <u>info@rdav.asn.au</u>				
Payment by credit card or cheque payable to: Riding for the Disabled Association of Victoria Inc. ABN 20 130 814 132				
INVOICE: If you require an invoice or receipt for payment, please contact the State Office on (03) 9258 4730 or <u>info@rdav.asn.au</u>				
I REQUIRE A RECEIPT 🗆 EMAILED TO				
PAYMENT METHOD:				
CHEQUE CASH CREDIT CARD				
Credit Card Visa / MasterCard				
Card holder's name:				
Card number:// Expiry date:/				
Signature				
Please note: Credit card details will be destroyed after payment verified.				

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