

Donald Pastoral & Agricultural Society Inc. (the Society)

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SPORTS SHEAR AUSTRALIA (VIC) ASSOCIATION INC. (Sports Shear)

Donald Show Sports Shear & Wool Handling Competition

Saturday, 10th Oct 2026

RULES AND WAIVER

RULES

- A. Competitors compete at their own risk (we recommend self-insurance) – the Society and Sports Shear accept no liability for personal injury and/or property damage.
- B. Shearers **MUST** use their own handpiece (WORM DRIVE).
- C. All rulings by the Chief Steward and Judges are final.
- D. All rules for this competition are those of Sports Shear (refer SSV website: <https://www.sportsshear.com.au/state/victoria/>).
- E. The Council of the Society (or appropriate committee) reserves the right to:
 - reject any entry without assigning a reason;
 - cancel any event or class; or
 - alter the time or conditions of any event or class.
- F. The **WAIVER** below applies to all competitors (and competitors will each sign a paper copy if requested on the day).

WAIVER

Sports Shear Victoria Inc. and Donald Pastoral & Agricultural Society Inc. (together “the Suppliers”) advise, and competitors acknowledge, that participation (including passive participation) in a physical competition or event at the Donald Show Sports Shear & Wool Handling Competition on 10 October 2026 (Event) contains elements of risk, both obvious and inherent, and that physical competitions, activities and events of all types can be dangerous recreational activities.

1. By entering the Event each competitor acknowledges that:
 - 1.1 participation in the Event is a recreational service for the purpose of section 22 of the Australian Consumer Law and Fair Trading Act 2012 and also a recreational activity for the purposes of section 32N of the Fair Trading Act

1999;

- 1.2 participation in the Event will involve a significant risk of physical harm and may result in injury, loss, damage or death to or of the competitor;
 - 1.3 participation in the event will require certain skills and experience and each competitor declares that the competitor has sufficient skills and experience to be able to safely and properly participate in the Event;
 - 1.4 if the event is held outdoors, there will be risks to the competitor as a result of the weather conditions, including either extreme hot or cold weather, rain or wind;
 - 1.5 the competitor is responsible for ensuring that the competitor has and will wear equipment suitable for safely and properly participating in the Event;
 - 1.6 the competitor is responsible for the condition of any tools and equipment and ensuring that tools and equipment are appropriate for the Event; and
 - 1.7 the competitor will use the facilities supplied for the event entirely at the competitor's own risk, as the competitor finds them and with the prior acceptance of the risk of possible danger to the competitor.
- 2 If a competitor suffers injury, loss, or damage while participating in the event, the competitor will not hold the Suppliers, their employees, agents or volunteers legally responsible for any loss. The competitor will not sue the Suppliers, their employees, agents or volunteers for any claims, costs, damages or liability. The competitor agrees to release the Suppliers, their employees, agents or volunteers from legal responsibility for the services the competitor has been provided and/or any activity the competitor has participated in.
- 3 The competitor acknowledges and agrees that the competitor's participation in the event and associated activities is a danger and may have inherent risks as a result of which personal injury (and sometimes death) may occur and the competitor accepts and assumes all such risks of personal injury or death in anyway whatsoever arising from these activities and hereby waives the competitor's individual right to sue the Suppliers for all claims the competitor or the competitor's representatives may have (for such personal injury or death) against the Suppliers in regard to their negligence, breach of statutory duty or statutory guarantees arising from or in connection with these activities to the fullest extent permitted by law.
- 4 At the time of participating in the event, the competitor will not be to any degree under the influence of alcohol or illicit drugs.
- 5 The competitor will not consume any alcohol or illicit drugs while participating in the Event and agrees that such use may result in the competitor being excluded from the Event or other events with no entitlement to any refund of money paid for entry.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Suppliers are required to ensure that the recreational services they supply to competitors —

- are rendered with due care and skill; and
- are reasonably fit for any purpose which the competitor, either expressly or by implication, makes known to the Suppliers; and
- might reasonably be expected to achieve any result the competitor made known to the Suppliers.

Under section 32N of the Fair Trading Act 1999, the Suppliers are entitled to ask competitors to agree that these statutory guarantees do not apply to them. By entering the Event competitors will be agreeing that their rights to sue the Suppliers under the Fair Trading Act 1999 (including if a competitor is killed or injured because the services provided were not in accordance with these guarantees) are excluded, restricted or modified in the way described above.

The change to competitors' rights, as here set out, does not apply if a death or injury is due to gross negligence on a Supplier's part. Gross Negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.