



2024

UNOFFICIAL
**HORSE OF
THE YEAR**



Kings Meadow Polo Grounds, Guildford

26TH OCTOBER 2024

Judge:

DALE PLUMB

events@kandkequine.com



Official Event Photographer: Kelly Thomas Productions

Catering: TBA

Massive thank you to the Standardbred Pleasure & Performance Horse Association WA Inc for hosting us, with the use of the grounds and judge for our event.



S P P H A W A

Champion- Runner Up- 2nd Runner Up
Trophy Rugs for Champion and Runner Up

Please note that there will be a mandatory lunch break time for this event while SPPHAWA run their harness classes. Times to be advised.

SECTIONS

Leading Rein

Small Pony – 12.2h & Under

Large Pony – Over 12.2 to ne 14h

Galloway – Over 14h to ne 15h

Small Hack – Over 15h to ne 16h

Large Hack – Over 16h

*Champion, Runner Up &
2nd Runner Up for each section*

Rider Classes –

12yrs & Under

13yrs to 17yrs

18yrs to 25yrs

26yrs & Over

*Champion, Runner Up &
2nd Runner Up in each class*

IMPORTANT CONDITIONS

This is an open show, which means classes **will include Canter**, with the exception of Leading Rein.

No official horses or riders.

Horses cannot have competed in any SHC or EA official show horse or dressage event, Elementary or above, in the 12 months leading to this event, being 26th October 2023.

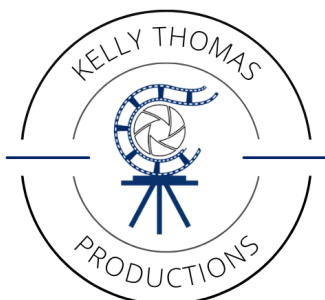
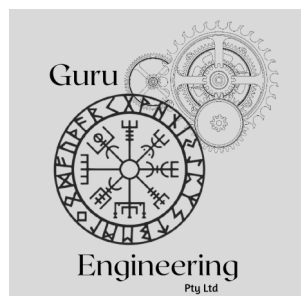
Riders cannot have competed in any SHC or EA official show horse or Official dressage event, Elementary or above, in the 12 months leading to this event, being 26th October 2023. This period is extended to 2 years, to be eligible for the Rider classes, being 26th October 2022.

No stallions are permitted to enter this show. However, please be aware that SPPHAWA will be running as a breed event and stallions may be present at the event.

Age of the rider, is their actual age, on the date of the event. Childs classes must be ridden by a child 17 years and under. *Small and Large Hack the rider must be between 13 and 17 years of age.*

Leading Rein ponies cannot exceed 14h, and riders may not exceed 12 years of age.

SPONSORS



Kimberly Gardiner

CONDITIONS OF ENTRY

- 1) The organisers shall not be liable for any financial loss or damage, physical injury or property damage suffered by any exhibitor/spectator with respect to any property/exhibit being exhibited by him/her or any other exhibitor, whether caused by or attributed to the negligence of the Associations or any of its servants or agents. The Associations shall not be held responsible for any accident that may be caused by an exhibitor or spectator.
- 2) A signed Disclaimer MUST Accompany the Entry Form and is compulsory for all owners/riders. The additional fees for ground hire and helper duty are compulsory per entrant. There is a \$10 levy for those who do not carry EWA membership. We strongly encourage that all entrants have their own personal insurance.
- 3) Incorrect or incomplete entries and/or insufficient payment will result in entries being returned for correction and must be returned to the Organisers by the close of entries or late penalties will apply. The Organisers reserves the right to refuse/cancel or accept conditionally any entry.
- 4) Horses date of birth will be calculated from the 1st of August . All ridden horses MUST be a minimum of 4yrs of age, or in the year they are expected to turn 4.
- 5) The use of prohibited or performance enhancing substances is not permitted under any circumstances. We reserve the right to have horses randomly swabbed, with correct official. Positive results will be subject to penalties.
- 6) The Judge's decision is final and discussion will NOT be entered into. At no time should the judge be approached by any competitor or spectator. Please direct all enquiries via the Ring Steward or Event Organiser.
- 7) Unruly, dangerous or diseased exhibits may be asked to leave the ring or grounds. No refund will be given for this reason.
- 8) **Stallions are NOT permitted to enter this event.**
- 9) Safety Standard Approved current helmets MUST be worn at all times while mounted. Standard of Dress: Correct hacking attire, including jackets with cream/ beige/white/ivory coloured breeches/tights/pants. Long boots for riders 18 years and over only.
- 10) Competitors inappropriately dressed may be asked to leave the ring by the Judge or event Organiser. Plaiting is required.
- 11) No refunds will be given unless accompanied by a vet or medical certificate. Full refund, minus a \$20 processing fee, will be provided upon receipt of vet or medical certificate.
- 12) Childs classes are only for riders aged 17 years and under only. The rider may be the same for the height and weight class or a different rider can be nominated; a waiver and medical must accompany for the child rider also. Special condition: Small and Large Hacks must have riders 13 to 17 years only.
- 13) The event organisers and/or judge reserve the right to divide, based on entries. The judge also reserves the right to combine classes at their discretion, however classes will still be judged as per the program.
- 14) A compulsory helper and ground fee of \$20 per horse applies for all horses on the grounds. No horses not entered to compete are permitted to be on the grounds. Should you wish to, enquiries must be directed to SPPHAWA (as our host for hiring the grounds).
- 15) Pre-entry mandatory, closing Sunday, 20th October 2024, unless capacity is reached prior. Depending on entry numbers, we may consider extending entries or entries on the day, but this will NOT be advised until the week of the event. **Leading Rein** will be capped to 15 entries MAXIMUM.
- 16) All horses must be ridden in an English bridle. A double may be accepted. If the judge deems the double not appropriate you may be asked/required to remove it to continue competing. Not bitless bridles accepted for this event.
- 17) **No current official horses or riders.** Please see page 2 of this programme for information relating to cut-off times for past official horses and riders. We will be spot checking entries to ensure they comply.
- 18) At all times, follow directions of the event organisers, and where required, by SPPHAWA committee. This is primarily for your safety.

PROGRAMME

LEADING REIN

1. Rider- 7yrs & Under
2. Rider- 8yrs to 12yrs
3. Leading Rein Pony- 10.2h & Under
4. Leading Rein Pony- Over 10.2h to ne 12.2h
5. Leading Rein Pony- Over 12h to ne 14h
6. Lightweight Pony
7. Medium/Heavyweight Pony

Champion, Runner Up & 2nd Runner Up

Sponsor: K&K Equine, LJH Equestrian, Lokenzo Park

SMALL PONY

8. Small Pony- Over 10.2h to ne 11.2h
9. Small Pony- Over 11.2h to ne 12.2h
10. Lightweight Small Pony
11. Medium/Heavyweight Small Pony
12. Childs Small Pony

Champion, Runner Up & 2nd Runner Up

Sponsor:

LARGE PONY

13. Large Pony- Over 12.2h to ne 13.2h
14. Large Pony- Over 13.2h to ne 14h
15. Lightweight Large Pony
16. Medium/Heavyweight Large Pony
17. Childs Large Pony

Champion, Runner Up & 2nd Runner Up

Sponsor: K&K Equine

RIDER

18. Rider – 12yrs & Under
19. Rider – 13yrs to 17yrs

20. Rider – 18yrs to 39yrs

21. Rider – 240yrs & Over

Sponsor: K&K Equine, Kimberly Gardiner, Kelly Thomas Productions, Penrose Park Garlands

GALLOWAY

22. Galloway- Over 14h to ne 14.2h
23. Galloway- Over 14.2h to ne 15h
24. Lightweight Galloway
25. Medium/Heavyweight Galloway
26. Childs Galloway

Champion, Runner Up & 2nd Runner Up

Sponsor:

SMALL HACK

27. Small Hack- Over 15h to ne 15.2h
28. Small Hack- Over 15.2h to ne 16h
29. Lightweight Small Hack
30. Medium/Heavyweight Small Hack
31. Childs Small Hack

Champion, Runner Up & 2nd Runner Up

Sponsor: Kelly Thomas Productions

LARGE HACK

32. Large Hack- Over 16h to ne 16.2h
33. Large Hack- Over 16.2h
34. Lightweight Large Hack
35. Medium/Heavyweight Large Hack
36. Childs Large Hack

Champion, Runner Up & 2nd Runner Up

Sponsor: Guru Engineering Pty Ltd

IMPORTANT NOTE:

The lunch break is not scheduled in the programme. The lunch break will take place during the Harness classes being held by SPPHAWA; regardless of where we are up to on the programme. Should horses be calm with the harness, we will resume the programme after a 40 minute lunch break.



ENTRY FORM

Pre-entries close 20th October 2024

Judge: Dale Plumb

Email entries to:

events@kandkequine.com

Payment Options:

*Direct Deposit to-(Reference: NAME& WA-HOTY)

K & K Equine

BSB: 066-165 Account: 1046 5997

Fees:

Class Fees– See table

(A copy of receipt required with entry)

Please print clearly

Name of Owner: _____ EWA No. (if applicable): _____ PIC No.: _____

(Note: The rider, if different to owner, is required to complete and sign their own Risk Waiver/Disclaimer and Medical form.)

Email Address: _____ Phone Number: _____

Emergency Contact: _____ Emergency Contact Number: _____ Relation: _____

Entrant Signature: _____ Date: ____/____/____

(If Rider is Under 18, legal parent/guardian to complete)

Rider Name: _____ EWA No.: (if applicable) _____ Date of Birth: ____/____/____

Rider (if under 18) Legal Parent/Guardian Name: _____ Contact No.: _____

Rider (or Legal Parent/Guardian) Signature: _____ Date: ____/____/____

Name of Horse: _____ Rego (please circle): EWA/SHCWA/Breed/Other

Details/Rego #: _____ Horse Age: _____ Horse Height: _____ Horse Breed: _____

Please nominate your chosen classes below. If you do not nominate the specific class number then you will not be eligible to enter the class on the day. Only 1 entry form per horse/rider.

Height Section Entry (please circle):

Leading Rein

Small Pony

Large Pony

Galloway

Small Hack

Large Hack

Rider Entry (please circle):

Leading Rein

Junior Rider

Senior Rider

Class #	Class Name	Fees
	Height Section Entry Fee (\$50 per horse):	\$
	Rider Entry Fee (\$20 per rider):	\$
	Ground & Helper Fee (\$15 per horse):	\$15.00
	Insurance Levy (\$10 per rider)- EWA members fee waived:	\$
	TOTAL ENTRY FEE:	\$

IMPORTANT NOTE: Please ensure you have read the Conditions of Entry prior to submitting your entry. While we have Public Liability Insurance, **we strongly recommend that all entrants have their own personal insurance** (we recommend EWA membership, as Insurance is included with most membership types). **It is the entrants responsibility to ensure they are adequately insured.**

Risk Warning and Waiver of Liability

Name of Provider	K & K Equine		
Address of Provider	PO Box 5620, Canning Vale South	State: WA	Postcode: 6155

Name of Participant			
Address of Participant		State:	Postcode:

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Handling and Riding of horses, spectating or any form of participation in the equestrian event being held.
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Description of Activities:

Risk Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

Participant's Warranties

I agree to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. 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 Provider in relation to the Provider's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth

By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- Deaths;
- Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- The contraction, aggravation or acceleration of a disease;
- 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 in relation to an individual:
 - That is or may be harmful or disadvantageous to you or the community; or
 - That may result in harm or disadvantage to you or 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 the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

For South Australia

Exclusion, restriction or modification of rights under the *Australian Consumer Law* (SA)

Your rights:

Under sections 60 and 61 of the *Australian Consumer Law* (SA), if a person in trade or commerce supplies you with services (including recreational services), there is—

- A statutory guarantee that those services will be rendered with due care and skill; and
- 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
- 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 negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the *Fair Trading Act 1987*, 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**).

Personal injury is bodily injury and includes mental and nervous shock and death.

Recreational services are services that consist of participation in—

- 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 purposes of recreation, enjoyment or leisure.

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 parent 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:

I agree that the liability of K & K Equine (partnership of KM Styles & K Thomas) [*the Provider*] 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.

Further information:

Further information about your rights can be found at www.ocba.sa.gov.au

For Victoria

Warning under the Australian Consumer Law And Fair Trading Act 2012 (Vic)

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*.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider 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.

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.

Signature of Participant:		Date:	
Signature of Witness		Date:	

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian:		Date:	
Name (Print):			
Signature of Witness		Date:	



K & K EQUINE

Confidential Riding Application and Medical History Form



Riders name:

Over 18
(Check Box)

Contact Numbers:

Age:
(if under 18)

I am applying to ride with

- I agree to the following:
- I will only ride the horse in a safe and controlled manner
 - I will wear an Australian Standard Approved helmet and the correct footwear at all times
 - I will read and follow all signs on the property and follow all instructions
 - The Instructor/Guide may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions

Riding experience The number of times the rider has ridden in the last 12 months

Indicate below the number of times the rider has ridden in total

<input type="checkbox"/> 0 - 10	<input type="checkbox"/> 10 - 20	<input type="checkbox"/> 20 - 50	<input type="checkbox"/> 50 - 100	<input type="checkbox"/> 100 +
Little experience	Some experience	Average experience	Experienced	Very experienced

In the case of any emergency the following information is intended to assist:

Name and telephone numbers of contact people. ** Legal guardian details must be provided if rider is under 18 years of age

Emergency contact name	Relationship with rider	Mobile	Home	Work

Are there any learning difficulties that need to be discussed, so the Instructors/Guides are able to accommodate accordingly?

Please describe:

Do you (or your child) suffer from any of the following? NO (Please tick if applicable)

Please tick: Any pre-existing medical or other condition that may affect or risk other persons or myself.

<input type="checkbox"/> Asthma	<input type="checkbox"/> Diabetes	<input type="checkbox"/> Epilepsy / Fits	<input type="checkbox"/> Fainting	<input type="checkbox"/> Blackouts	<input type="checkbox"/> Disability	<input type="checkbox"/> Back injury
<input type="checkbox"/> Heart Condition	<input type="checkbox"/> Blood Condition	<input type="checkbox"/> Pregnancy	<input type="checkbox"/> Dizziness	<input type="checkbox"/> Migraines	<input type="checkbox"/> Uneven Pupils	<input type="checkbox"/> Medications
<input type="checkbox"/> Allergic Reactions	<input type="checkbox"/> Recent injury	<input type="checkbox"/> Other (describe)				

Allergies

Please describe allergy and reaction

Tetanus Immunisation

It is particularly important that people dealing with horses are immunised against tetanus. Tetanus is normally given at five years of age as Triple antigen or CDT and at fifteen years of age as ADT. Year of last tetanus immunisation

Medication

Is it necessary for you or your child to carry their own medication at all times?

Name of drug: Frequency: Dosage:

Consent To Medical Attention

I authorise the instructor in charge to administer first aid and call an ambulance. I agree to bear any cost thereby incurred.

Signature of Rider

Signature of Legal Guardian (if participant is U/18)
Date:

Privacy Statement – Privacy Act 1998

By completing this form you are supplying the Provider with personal information about yourself. This information is needed to ensure your safety during your time with us. The Provider is required to collect this information by our insurance company and by the department of Workplace Health and Safety. This information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above