

# **GENERAL AFFILIATE TERMS & CONDITIONS**

#### 1. Affiliation

•	nmittees, Organisers and Rodeo Associations conducting <b>RODEO</b> events, registered through the National Rodeo Council of MUST be affiliated under one of the following NRCA Member Rodeo Associations:
	Rodeo Services Association (RSA)
	Northern Cowboys Association (NCA)
	North Queensland Rodeo Association (NQRA)
	Central Rodeo Cowboys Association (CRCA)
	Australian High School Rodeo Association (AHSRA)

b) All OTHER registered affiliates holding schools, clinics or events (excl. rodeo), must be directly approved by the National Rodeo Council of Australia.

c) All Affiliates are required to read all applicable insurance, management plans and T&C's and comply with these provisions.

## 2. Risk Management - Policies and Procedures

Risk Management Toolkit (available for download on receipt of registration)

The National Rodeo Council of Australia has developed a risk management toolkit for the benefit of Affiliates to assist in planning, preparing and to effectively manage risk, safety and compliance at events to help minimise the potential for injury to a third party.

#### Toolkit includes:

- NRCA Event Risk Assessment Template
- NRCA Risk Management Checklist
- NRCA Animal Welfare Checklist for Rodeo Organisers
- NRCA Post Event Summary Report
- NRCA Incident Report (Participants)
- NRCA Incident Report (Stock)
- Claims Procedures
- NRCA Release & Waiver (Participants-Volunteers-Workers-Officials)

While we encourage affiliates to utilise these tools, these documents do not quarantee the safety of events and should be used as a guide only and modified where necessary to suit your event/activity conditions and any local and /or state government regulations.

\*NRCA accepts no liability for any errors or omissions, or any losses incurred by anyone who relies on or uses these documents.



## 3. Insurance

As a benefit of your affiliation with the National Rodeo Council of Australia you are covered under the NRCA Affiliate group public liability insurance policy based on a common policy period of 31st August 2023 - 31st August 2024.

The National Rodeo Council of Australia (NRCA) has sourced this group insurance policy through an independent Australian Financial Services Provider (AFS) for the benefit of its members and affiliates based on the following conditions:

#### 3.1 Business Activities

This group insurance policy provides cover for the Organisation, Promotion & Administration of; Rodeo, Campdraft, Cutting, Team Penning/Sorting, Reining, Practice Sessions, Rodeo and Horsemanship Clinics/Schools/Jackpots, Gymkhana, Horse Sports Days (Incl. Horse Led Classes, Horse Rider Classes, Show Jumping), Bronco Branding, Stockman's Challenge, Bushman's Challenge, Whip Cracking Displays, Demonstrations, Comedy Clown, Bush Sprints Races, Camel Races, Camel Tagging, Bikehana "Motor Bike - Two wheel bikes performing gymkhana style events i.e., barrel racing, bending etc. as part of a greater Rodeo event. NO QUAD BIKES." Novelty Events (incl. Foot Races, Sack Races, Tug of War, Competition Displays, Push the Bale of Hay, Boot and Hat Race, Throw the Boot, Bareback Canter, Sheep/Goat/Dog Trials, Goat Races, Goat Catch & Tie, Manual Pull along Go Carts, Lolly Drop), Camping Trade Vendor Stall- Information Stalls-Side Show Vendors (any third-party service providers must also hold their own insurance), Canteen and/or Licensed Bar (If not run by organising committee, any third-party service provider must also hold their own insurance), Entertainment - Band/ Singer/ DJ (any third-party service providers must also hold their own insurance), Hechanical Bull (If not run by organising committee, third party service provider must also hold their own insurance). Fundraising Auction, Cabaret/Dinner Dance. Cover extends to include leasing and maintenance of leased grounds, meetings, working bees and other non-stock small fundraising activities (restricted to 100 attendees) during the policy period.

#### 3.2 Personal Accident Insurance

Personal Accident Insurance is COMPULSORY for all participants, officials and workers (non PAYG) under this policy. Registration notification with participant estimates must be submitted directly to the National Rodeo Council of Australia (NRCA) office at least 24hrs PRIOR to the event to ensure adequate cover is in place; CLICK HERE to submit online or email to our office.

### 3.3 Registration (Notification & Fees)

- a) Notification of rider/worker participation at an event must be submitted to our office PRIOR to conducting any event or organised activity with fees applicable per person/per day.
- b) It is the responsibility of the Affiliate to submit a participant/worker notification for any registered events to the NRCA office by online application or email PRIOR to conducting an organised event and to collect fees from the riders.
- c) Payment of fees, your <u>POST EVENT SUMMARY REPORT</u> and list of rider registrations must be forwarded to our office within seven (7) days of running the event <u>CLICK HERE</u> to complete your reconciliation online and upload your EVENT SUMMARY REPORT and any injury reports if applicable.
- d) If a **Rodeo** event is DUAL affiliated, participation lists and registration fees must be sent directly to the National Rodeo Council of Australia (NRCA) office NO exceptions

### 3.4 Incident Reports - Participants/Stock

NRCA Affiliates are required to record any participant or stock injuries, which may occur during a rodeo performance or other organised activity by completing an individual NRCA Incident Report form and either uploading (with event summary report) or emailing to enquire@nationalrodeocouncil.com.au the first working day after the organised activity. It is the participants responsibility to confirm if they intend to make a claim.

## 3.5 Workers Compensation

This policy does not have a Workers Compensation component and if you employ anyone in your business or under your committee/association (where PAYG tax is paid to the ATO) you are required by law to hold an adequate Workers Compensation policy OR if using the services of any sub-contractors, the sub-contractor should have their own work cover insurance in place. If no work cover insurances are in place, it is important to include any employees or workers in your personal accident insurance application who are not covered under any workers compensation policies. NOTE: Employee claims are excluded under public liability policies as injury to employees should be covered by workers compensation or a personal accident policy which can be supplied through this office.





#### 3.6 Release & Waivers

Release and Waiver forms MUST be signed by each participant (rider, worker, official, other persons) entering the arena and forwarded to the NRCA office by email or post within seven (7) days from the date of the event. Alternatively, waivers can be completed by participants online <a href="CLICK HERE">CLICK HERE</a>. A spreadsheet will be provided to organisers listing all submissions received.

Note: Bodily Injury is excluded under the NRCA Group Public Liability policy for any participant (including employee, volunteer worker or competitor) who are participating inside the arena and stock handling areas. All participants MUST hold a personal accident insurance cover which can be supplied by NRCA.

#### 3.7 Risk Assessment

A NRCA Risk Management checklist must be completed by at least one (1) competent member of the committee AND either one (1) other competent committee member/person OR the site supervisor. **Copy of completed checklists must be submitted to our office** post event. **CLICK HERE** to download copy. A 'competent' person is deemed as a person who has min. <u>3 years industry experience</u>.

#### 3.8 Third Party Providers

- a) All Sub-Contractors (Consultants and/or Agents) to the event must hold and provide the organiser with a copy of their current Public Liability insurance with a \$20m Limit of Liability. This applies for the duration they provide or should provide services to, or for, You including during periods required before and after operations used for setting up, breaking down, rehearsals, sound checks and any other preparation. \*Copy of up-to-date certificates must be retained by the organiser.
- b) Exhibitors, Demonstrators, Entertainers, Exhibitors, Amusement Operators or Stall Holders to the event must provide the committee with a copy of their current Public Liability insurance with a \$20m Limit of Liability. This applies for the duration they provide, or should provide entertainment, amusement, exhibits, demonstration or operate a stall including during periods required before and after operations used for setting up, breaking down, rehearsals, sound checks and any other preparation. \*Copy of up-to-date certificates must be retained by the organiser.
- c) Exhibitors, Demonstrators, Entertainers, Exhibitors, Amusement Operators or Stall Holders to the event must provide the committee with a copy of their current Public Liability insurance with a \$20m Limit of Liability. This applies for the duration they provide, or should provide entertainment, amusement, exhibits, demonstration or operate a stall including during periods required before and after operations used for setting up, breaking down, rehearsals, sound checks and any other preparation.
- \*Copy of up-to-date certificates must be retained by the organiser.
- d) All Staff providing beverage or security services in alcohol licensed premises must provide copy of current RSA certification. \*Copy of up-to-date certificates must be retained by the organiser.

#### 3.9. Entry Signage

Additional **NRCA Entry Conditions** must be clearly displayed in venue signage at the gate entrance and/or ticketing area where spectators enter the venue or on the event program or printed tickets. Wording to include:

## **CONDITIONS OF ENTRY**

## RODEO AND ASSOCIATED EVENTS ARE DANGEROUS RECREATIONAL ACTIVITIES

Rodeo and associated events are inherently dangerous recreational activities. In addition, animals can act in a sudden and unpredictable changeable way, especially if frightened or hurt. Serious INJURY or DEATH may result from rodeo or associated activities and events. By entering these premises, you accept the risks associated with these activities.

## 3.10 Camping

- a) Appropriate camping facilities must be provided for any events where camping is allowed. This includes adequate showers and toilets in good working order.
- b) Any type of open fire, fire in a fire pit or campfire escaping its intended containment area on days **when open fires are prohibited** by state or municipal regulation or gazette, or declaration will not be covered under this policy. It is the organising committee's responsibility to affirm that open fires are permitted and monitor same.



## 3.11 Policy Exclusions

#### a) Event Limitation

The Insurer will not provide indemnity or make any payment under this Policy, or any Policy Section arising directly or indirectly from or caused by or arising out of or in connection with any event that has not been sanctioned and agreed in writing by an authorised representative of the National Rodeo Council of Australia.

### b) Bodily Injury Exclusion

This Public Liability policy has a participation exclusion where the insurer will not provide indemnity or make any payment under this Policy or any Policy Section arising directly or indirectly from or caused by or arising out of or in connection with participation in any sport, event, demonstration, game, match, race, practice or trial to any participant (including You, an employee of anyone else, a volunteer or a competitor) who are inside the entertainment and competition arena and/ or adjacent to, or in, the stock handling areas. Participant will include, but not be limited to, any person involved in stock handling or any other arena activity including safety, provision of first aid or judging,

The Insurer will not provide indemnity or make any payment under this Policy or any Policy Section arising directly or indirectly from or caused by or arising out of or in connection with Bodily Injury to any participant at any time during the time an event, demonstration, game, match, race, practice or trial is being conducted by You or under your sponsorship or association including during reasonable periods required before and after that are used for setting up, breaking down, rehearsals, sound checks and any other preparation

Participant cover is provided under a separate personal accident group insurance policy provided by the National Rodeo Council of Australia for competitors, officials, volunteers, and workers. All participants, entering and participating inside the arena and stock handling areas must hold cover under the NRCA personal accident policy.

#### c) General Policy Exclusions

Underwriters shall not be liable to pay or indemnify the Insured for any loss or Claim made under this Policy which arises directly or indirectly from, or in connection with:

- i. Liability to property or venue owners and to owners of stock yards and arena seating, fencing or barriers if NOT Your property,
- ii. Property Damage to any animal and/or stock or other animal used in an event, demonstration, game, match, race, practice or trial and including but not limited to in transport, holding, loading or unloading,
- iii. Failure to arrange and meet hygiene requirements for overnight camping,
- iv. Personal injury or property damage arising out of the storage and/or use of any pyrotechnics,
- v. Provision of, or failure to provide security services and/or crowd control activities at alcohol licensed premises. Security services must hold their own public liability cover.

## d) Alcohol and Drugs Exclusion

This insurance will not provide indemnity or make any payment under this Policy, or any Policy Section arising directly or indirectly from or caused by or arising out of or in connection with:

- i. the sale, supply or consumption of intoxicants, narcotics and/or illicit drugs to any person when not licensed or authorised to do so,
- ii. any activity, or entry to your premises, by persons who after Your enquiry and assessment are under the influence of intoxicants or narcotics
- iii. failure to ensure all staff at licensed alcohol premises have current RSA training and certification

You will make reasonable endeavours to make enquiry and assessment if any person entering the event venue or alcohol licensed premises are under the influence of intoxicants or narcotics.

#### e) Open Fire Exclusion

This insurance will not provide indemnity or make any payment under this Policy, or any Policy Section arising directly or indirectly from or caused by or arising out of or in connection with any open fire, fire in a fire pit or campfire escaping its intended containment area on days when open fires are prohibited by state or municipal regulation or gazette or declaration.

Further it is agreed it is Your responsibility to affirm that open fires are permitted.

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### Inappropriate/Unauthorised Vehicle Use

The insurer will not provide indemnity or make any payment under this Policy, or any Policy Section arising directly or indirectly from or caused by or arising out of or in connection with the inappropriate or unauthorised use of a vehicle including conducting of demonstrations, vehicle power, slides, or creation of a spectacle.

#### **Employers Liability**

Underwriters shall not be liable to pay or indemnify the Insured for any loss or Claim made under this Contract which arises directly or indirectly from, or in respect of which the Insured is or would be entitled to indemnity under any fund, scheme, contract of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected; or imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or Employment Practices.

## 4. Rules & Regulations

#### 4.1 General

- All Rodeo events must be conducted under an approved Australian Rodeo Association rulebook
- All Non-Rodeo events must be conducted under an approved National, State or Regional body rulebook relevant to the activities nominated under the policy
- All Rodeo events must use contract stock from an Approved NRCA Stock Contractor
- When providing instruction, all Instructors must be suitably qualified to industry standards for the activity undertaken
- All Non-Rodeo event junior competitors (17 yrs. & under) must wear appropriate helmets whilst riding and shoes or boots with appropriate heels fit for riding. Helmets must comply with relevant Australian Standard ASNZS3838/03
- All Non-Rodeo event Bush Sprint & Camel Race Riders must wear appropriate helmets whilst riding and shoes or boots with appropriate heels fit for riding. Helmets must comply with relevant Australian Standard ASNZS3838/03
- All Non-Rodeo event Bikehana (Motorbike) Riders must wear appropriate helmets whilst riding and shoes or boots with appropriate heels fit for riding. Helmets must comply with relevant Australian Motorcycle Helmet Standard AS/NZS 1698:2006
- h) All **Bush Sprint & Camel Race** competitors must be 18 years & over
- i) All **Bush Sprint Races** must be conducted over a straight track

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- Bikehana Event group racing permitted Maximum (5) Motorbike riders at any one time j)
- k) Bikehana Events must have minimum (5) metres distance between each contestant in any group motor bike activity
- I) Bikehana Bike vs Horse event permitted - Maximum (1) bike rider and (1) horse rider at any one time
- Bikehana 'Bike vs Horse' event must have an approved barrier i.e fixed arena or standard portable panels separating both contestants
- Bikehana competition area must be separated from spectator area by fixed fencing or portable panels n)
- Bikehana Quad bike racing NOT permitted (only 2-wheel bike racing permitted)
- You (the insured) must take all reasonable precautions to comply with all State, Territory and Federal regulations and requirements regarding the movement of animals
- Personal Accident cover is mandatory for all participants including (Rodeo, Horse Sports, Camel & Bikehana Competitors) Workers, Officials and Volunteers entering the arena, competition and backyard stock handling areas









#### 4.2 Animal Welfare

#### a) Standards - Code of Practice

All Rodeo events are required to comply with the relevant state legislation and Codes of Practice for Animals Used in Rodeo events and/or the Australian Rodeo Federation rules and regulations whilst providing stock to rodeos and rodeo schools in each state. All other NON-Rodeo events using stock must comply with codes relevant to their sport in each state.

Policies and standards may vary from state to state, and it is the responsibility of the event organiser, stock contractor and appointed animal welfare officer to ensure they have read and understood the contents of each state code, which applies to the areas where they conduct their stock contracting business.

#### Find Links here to Rodeo Codes:

NEW SOUTH WALES	QUEENSLAND	VICTORIA	NORTHERN TERRITORY
WESTERN AUSTRALIA	SOUTH AUSTRALIA	TASMANIA	

#### b) Animal Welfare Officer (Rodeo Events)

A competent Animal Welfare Officer must be appointed for your event as per the requirements of the code of practice for rodeos under the Animal Care and Protection Act 2001 (refer to NRC Animal Welfare Regulations and Guidelines or contact your association for further details)

#### c) Veterinarian

A vet must be engaged for your event and is required to either be on-site at the rodeo to treat any sick, injured, or distressed rodeo animals OR be available for consultation while rodeo animals are on-site at the event. If using an on-call vet, the committee must make arrangements PRIOR to the event to ensure a vet is available if needed during the course of the event.

#### d) Animal Injuries

If a rodeo animal is suffering as a result of an incident, then it may be killed humanely by a veterinary surgeon OR a person acting under the direct supervision of a veterinary surgeon. Please note, another person with the necessary skills, knowledge and experience, may humanely kill a rodeo animal. But this can only occur if a veterinary surgeon or person acting under the direct supervision of a veterinary surgeon is not present and it would be inhumane to allow the animal to continue suffering.

#### e) Stock Movement Records

Event organisers are required to keep a Movement Record of any stock entering the facilities and must take all reasonable precautions to comply with State, Territory and Federal regulations and requirements regarding the movement of animals. These records must be kept by the organiser for a minimum of 2 years after the event. Templates are available from our office <a href="DOWNLOAD HERE">DOWNLOAD HERE</a> or by contacting your local/state DPI.

## 5. Cancellation

Affiliates may cancel their registration which includes insurance coverage of nominated event (s) at any time by giving seven (7) days' notice in writing to our office.

The following terms shall apply to cancellation by the Affiliate.

After cancellation by the Affiliate, the registration premium paid for the nominated event may be adjusted or refunded; depending on which option the affiliate chooses below:

- a) Option 1 Credit Note. **FULL** credit of amount paid held over until next event within the policy period.
- **b)** Option 2 Refund. **ADJUSTED** refund minus 25% Cancellation Fee of the Affiliate registration premium paid with balance refunded to the Affiliate's nominated account.

Refer to National Rodeo Council of Australia Animal Welfare Regulations and Guidelines in your 'Digital Toolkit' provided in your confirmation email for further details regarding your animal welfare responsibilities as an organiser.



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