



Riding for the Disabled Association (NSW)

Explanation of the Participant's Consent and Medical Consent and Information Forms

This document comprises the following sections:

EXPLANATION SHEET

SECTION 1 – Participation consent

SECTION 2 – Medical consent and information (and contraindications)

SECTION 3 – Down Syndrome

SECTION 4 – Spinal Fusion

About the participant's forms

To be completed by Parent, Guardian or participant over 18

To be completed by participant's registered medical practitioner

Applicable to participants with Down Syndrome

Applicable to participants with Spinal Fusion

Note: All forms must be completed and submitted before commencing programs.

All sections must be completed before we can consider an applicant.

A Participant's records must be kept for seven (7) years following the completion of programs and if under the age of 18 years, for seven (7) years once the participant turns 18 years of age, whichever is the later.

Update this form for any condition that is not stable and may improve or degenerate over time. The medical consent must be renewed at least every three (3) years, or more often as the condition requires, at the request of the coach, including weight updates.

All potential participants, or their responsible parent, guardian or legal advocate must have read and signed that they have understood all sections of the participation form and ensure it is fully completed.

RDA (NSW) has a duty of care to all participants and as part of that duty, each participant must complete a Consent form and pay the RDA (NSW) Participant registration fee as part of the registration process prior to acceptance for entry into a program.

The applicant's registered Medical Practitioner must complete Section 2 - the medical consent and information form.

The primary purpose of Section 2 – Medical Consent and Information Form is to have a registered Medical Practitioner verify that the participant does not have any condition which may be aggravated by equestrian activities. The use of the medical practitioner's stamp or sticker is mandatory.

There are essential extra sections for:

- Applicants with Down Syndrome – Section 3, which is also to be completed by a registered Medical Practitioner.
- Applicants with Spinal Fusion – Section 4, which is also to be completed by a registered Orthopaedic Specialist.

To set achievable goals for each participant, the RDA (NSW) Coach requires information on the participant's current condition to create appropriate programs.

RDA (NSW) Privacy Statement

RDA (NSW) is committed to protecting the privacy of its Participants and Volunteers and adheres to the National Privacy Act (amended) 2012. It only collects information necessary to carry out its work. Once the consent form is processed, it will be filed securely, and accessible only to RDA (NSW) Coaches and authorised personnel at the Centre. It will not be used for any other purpose and is accessible to the participant and parent/guardian at their request.

RDA (NSW) is aware of and committed to providing services in line with the National Disability Service Standards.

SECTION 1 PARTICIPANT'S CONSENT
Please Print

Page 1 of 2

Centre _____

Date: / /

Participant's Information

Name of Participant

Date of Birth Male / Female / Non-binary

Address

..... Postcode

Telephone Mobile

E-mail

Height (cm)..... Weight (kg).....

Brief description of disability including onset of disability (age or date)

.....
.....

Any other relevant information

.....
.....

Member of Ambulance service/Amb Insurance cover Yes/No

Name of fund: Membership No.

Parent/Guardian Primary Carer

Name (please print): _____

Address: _____

_____ Post Code: _____

Mobile: _____ Work: _____ Home: _____

Email: _____

Emergency Contact (if different from above)

Name (please print): _____

Address: _____

_____ Post Code: _____

Home: _____ Work: _____ Mobile: _____

Email: _____

Relationship to Participant _____

Risk Warning

I give permission for (name of participant) to participate in RDA (NSW) programs.

I am aware that 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.

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.

I understand that RDA (NSW) retains the right to refuse any person entry to any RDA (NSW) activity if it is reasonably believed that participation may be detrimental to the potential applicant, the coaches, helpers and/or horses.

Note: Each Centre determines the safe weight bearing capacity of their horses.

RDA (NSW) coaches may need further information about a participant's medical condition, in addition to the information on the form. I agree to the release of information about the participant's medical condition on the understanding that such information will only be used to help the participant to gain more benefits from RDA (NSW) activities.

I understand it is the participant's responsibility to inform the RDA (NSW) coach in writing of any new or changes to their medication that may impact on their ability to participate in an RDA (NSW) programme.

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:

- (a) Deaths;
- (b) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- (c) The contraction, aggravation or acceleration of a disease;
- (d) 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:
 - (i) That is or may be harmful or disadvantageous to you or the community; or
 - (ii) 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).

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: _____

I agree that any photograph taken of the above-named participant taking part in an RDA (NSW) program may be used to further the objectives of RDA (NSW) generally or of this Centre in particular.

Social Media YES/NO **TV** YES/NO **Print Media** YES/NO **Website** Yes/No

Signature **Date**

SECTION 2 MEDICAL CONSENT AND INFORMATION FORM (CONFIDENTIAL)

Page 1 of 2 Please Print

_____Centre Year Completed_____

Name of ParticipantDate of Birth.....

Name of Medical PractitionerPhone.....

Address (Medical Practitioner).....

.....Post code

Diagnosis

Brief History (if useful)
.....
.....

Does the participant have: (please ensure ALL questions are answered)

1. Medication	Yes	No	19. Heart Problems	Yes	No
2. Epileptic type fits	Yes	No	20. Drainage Devices	Yes	No
3. Fainting Turns	Yes	No	21. Paralysis	Yes	No
4. Postural Hypotension	Yes	No	22. Flaccidity	Yes	No
5. Hypertension	Yes	No	23. Allergies	Yes	No
6. Impaired Hearing	Yes	No	24. Muscle overactivity	Yes	No
7. Impaired Sight	Yes	No	25. Inflammation or pain	Yes	No
8. Impaired Speech	Yes	No	in the joints		
9. Impaired Sensation	Yes	No	26. Impaired Bladder /	Yes	No
10. Impaired Balance	Yes	No	Bowel control		
11. Impaired Circulation	Yes	No	27. Use of any Splints/ Braces	Yes	No
12. Asthma	Yes	No	Corsets/Prostheses		
13. Cranial Shunt	Yes	No	28. Is the participant a carrier	Yes	No
14. Diabetes	Yes	No	of any infectious disease		
15. Skin Problems	Yes	No	29. Scoliosis	Yes	No
16. Chronic Airways Dis.	Yes	No	30. Intellectual Disability	Yes	No
17. Specific Learning Difficulty	Yes	No	31. Autism	Yes	No
18. Developmental Delay	Yes	No			
Level of support required		HIGH MED LOW			

32. Down Syndrome Yes No **if YES, Complete SECTION 3**
Further medical information is required BEFORE the applicant can be considered for participation in a RDA (NSW) program.

33. Spinal Fusion Yes No **if YES and less than 5 years ago, Complete SECTION 4**
Further medical information is required BEFORE the applicant can be considered for participation in a RDA (NSW) program.

34. Mental Health Conditions – specify support needed below

Please provide FULL details of any YES answers below or use attachments:

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.....
If relevant, please outline any other medical condition, medication or information which may affect the participant's response to exercise and relevant precautions to be taken, or any particular types of leisure activities from which the participant should be excluded for health reasons.
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.....

Over and above the normal risks of such activities, it seems reasonable, in my opinion, for the above named person to take part as an active participant in RDA (NSW) activities. In this regard, I understand that a RDA (NSW) Coach or other appropriate person(s) associated with RDA (NSW) will assess the suitability of activities based on the medical advice given above.

Signature of registered Medical PractitionerDate

Medical Practitioner's Stamp/Sticker (Mandatory)

**Completed Sections 1 & 2 to be returned to the RDA (NSW) Centre
Section 3 Down Syndrome & Section 4 Spinal Fusion to be returned if applicable**

CONTRAINDICATIONS FOR RIDING or DRIVING WITH RDA (NSW)

Conditions for which clients MUST NOT ride:

- Severe osteoporosis
- Uncontrolled seizures
- Open pressure sores, open wounds
- Unstable spine, including subluxation of cervical spine
- Atlanto-Axial dislocation (ADC) or significant subluxation in Down Syndrome
- Advanced multiple sclerosis and muscular dystrophy
- Acute herniated disc
- Excessive weight/obesity

Conditions for which horse Riding or Driving MAY NOT be recommended:

- Very poor endurance
- Excessive pain resulting from riding or driving
- Excessive structural scoliosis, until permission is given by an orthopaedic specialist
- Spinal fusion (e.g. Harrington – or CD Rods), until permission is given by an orthopaedic specialist
- Significant allergies to horse hair, dust, grain, grass, hay.
- Recent surgery until permission is given by surgeon
- Serious heart condition
- Dislocation or dysplasia of hip if excessive pain is caused
- Haemophilia
- Disruptive or unreliable behaviour which is unacceptable to the coaches and other participants in the lesson
- Moderate agitation with severe confusion
- Drug dosage resulting in physical states inappropriate to the riding environment
- Paralysis
- High level if spinal cord paralysis or significant asymmetry of muscle paralysis
- Plaster casts

SECTION 3 ADDITIONAL INFORMATION FOR APPLICANTS with DOWN SYNDROME (CONFIDENTIAL)

Page 1 of 1 **Please Print**

Prior to their commencement in a RDA (NSW) program, RDA (NSW) Policy requires that participants with Down Syndrome have a Medical Practitioner, who is aware of the possibility of Atlanto Axial Instability in people with Down Syndrome, complete this form, as well as Section 2 Medical Consent and Information Form.

Name of Participant **Date of Birth**.....

Over and above the normal risks of such activities, it seems reasonable, in my opinion, for the above named person to take part as an active participant in RDA (NSW) activities.

Name: Signature:

Telephone: Date

Specialist's Stamp/Sticker (Mandatory)

Policy for the participation of Down Syndrome children in sport. The question of C1 – 2 instability.

The screening of Down Syndrome children for C1-2 instability is a very contentious question. The Foundation supported a review of experience over 25 years at the two children's hospitals in Sydney during which not one DS child in New South Wales suffered a spinal cord injury from C1-2 instability. An extensive review of the existing literature on the subject was carried out and the following policy was developed.

The Foundation does not support the radiographic screening of the cervical spine for possible Atlanto-axial (C1-2) instability in adolescents with Down syndrome prior to their participation in sport.

The Foundation strongly recommends that any child/adolescent with Down Syndrome who:

- complains of persistent neck pain;
- has a refractory torticollis (wry neck);
- is noticed to have a decreased stamina of recent onset;
- has a recent disturbance of gait; or
- has loss of previously controlled urination

should undergo a thorough physical examination by a qualified medical practitioner prior to participation in sport.

The full paper on this subject is published in the Medical Journal of Australia, Vol 165, p 448-450, 1996.

The adoption of this policy has not been followed by any untoward events in DS children.

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**SECTION 4 ADDITIONAL INFORMATION FOR APPLICANTS with SPINAL FUSION
(CONFIDENTIAL)**

Page 1 of 1 **Please Print**

Prior to their commencement in a RDA (NSW) program, RDA (NSW) Policy requires that participants with a Spinal Fusion (eg Harrington or CD Rods) during the last 5 years must be examined and this form completed by an Orthopaedic Specialist.

Name of Participant **Date of Birth**.....

Over and above the normal risks of such activities, it seems reasonable, in my opinion, for the above named person to take part as an active participant in RDA (NSW) activities.

Further comments where necessary:

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Name: Signature:

Telephone: Date

Specialist's Stamp/Sticker (Mandatory)