

# Entry conditions & indemnity.

## Vehicle Owners Details:

Name: \_\_\_\_\_ Date of Entry: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Vehicle Registration Number: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Vehicle Model: \_\_\_\_\_ Vehicle Colour: \_\_\_\_\_

Do you have a dog/s travelling with you? Yes / No If Yes: Breed: \_\_\_\_\_: Colour: \_\_\_\_\_

All dogs are to be kept leashed and owners are to ensure that they clean up after their animals.

Number of Accompanying persons including minors: (            ) Number of Nights: (            )

**WARNING: This is a legal document that affects your rights. DO NOT sign if you do not understand anything in this document, consult a lawyer before signing it.**

TO: Warwick 4X4 Park Pty Ltd, and their respective directors, officers, employees, agents, contractors, representatives and volunteers Trading as "The Springs 4X4 Camping Park".

I/We (for myself / ourselves and my / our successors, executors and administrators), agree in respect of myself/ourselves and for and on behalf those accompanying me/us to comply with the following conditions in consideration for my/our being granted entry, camping and travelling rights on the properties owned by Lucas and Michelle Bree ABN 84671166979 Warwick 4X4 Park Pty Ltd "thePark".

- 1) I/We acknowledge that the Park is both a wildlife reserve and a working cattle property and that there are geographic dangers in the Park.
- 2) I/We acknowledge that participation in four wheel driving involves the real risk of injury, possibly serious. This includes injuries related to or resulting from pre-existing disabilities or medical conditions.
- 3) It is not possible to list all potential injuries or their possible causes. Injury may be unforeseen, accidental or preventable. Although it is uncommon, the injury may be extremely serious. Injury might be caused by failure to follow instructions, failure to wear protective equipment, carelessness, the negligence of co-participants, equipment failure or other causes.
- 4) I/We shall enter the park entirely at My / Our own risk and I / We shall exclude the company, it's directors, employees and shareholders from all and any liability including tortious liability and shall not institute any legal proceedings founded in negligence, breach of statutory duty, breach of contract, bailment or other action against or made on the company, it's directors, employees, representatives, volunteers and shareholders for any personal injuries, loss of life, loss or damage to property, failure or breakage of motor vehicles or machines which may occur in the Park.
- 5) In the event of personal injury, death or property loss or damage, I / We shall indemnify, release and discharge the company, it's directors, employees, representatives, shareholders and volunteers from and against any and all such contract, bailment or other action made against or made on the company, it's directors, employees, shareholders and volunteers.
- 6) The laws of the state of Queensland shall govern this Agreement in the event that any dispute arises or the Agreement requires interpretation.
- 7) I / We understand that any insurance cover effected for participants may not cover me / us for any or all injury, loss or damage sustained by me / us or any other participants.
- 8) I / We acknowledge that safety precautions undertaken by The Springs 4X4 Camping and Adventure Park (such as supervision and safety briefings) are a service to me / us and other participants but are not a guarantee of safety.
- 9) I / We agree to the code of conduct of the Park and Park rules which have been provided to me / us.
- 10) I / We agree to obey any instructions given to Myself / Ourselves by Park employees.
- 11) I / We agree that any minor(s) under the age of 18 (eighteen) must have parent/guardian fully signed indemnity form and must be fully supervised at all times and I / We indemnify the Park , and their respective directors, officers, employees, agents, contractors, representatives and volunteers in respect to loss or injury (including death) caused to my children as a result of my / our failure to supervise.

I certify that I am 18 years of age or older and I have read this document and fully understand it and agree to abide by the terms referred to above. I Indemnify and will keep indemnified Warwick 4X4 Park Pty Ltd and all other people referred to above on the terms referred to above.

Vehicle Owners Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## How did you hear about The Springs 4x4 Park?

Previous visit / Internet / Facebook / Friends / Other \_\_\_\_\_

# Come. Play. stay.

**Media Release:**

From time to time The Springs may employ the services of a photographer, videographer or UAV pilot for the purposes of marketing activities. You therefore may be filmed or photographed in the course of your stay. By signing below you hereby grant to The Springs 4x4 Park the irrevocable and unrestricted right to use and publish photographs or video images of me and those of any minors accompanying me, in which we may be included, for editorial trade, advertising and any other purpose and in any manner or medium. I hereby release The Springs 4x4 Park and the photographer and or Videographer from all claims and liability relating to said photographs and images.

I understand and agree that the operation of a small Unmanned Aircraft Vehicle (UAV) involves certain risks, to myself and others and I hereby forever release, hold harmless and covenant not to sue The Springs, the UAV Pilot and the intellectual property holder, from any and all liability stemming from the actual filming and agree to comply with safety instructions issued by the UAV Pilot.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Each additional person **18 years of age or older** who will be in this or any vehicle is required to complete this section on entry to the park and agree to the above legal indemnity declaration and the media release statement.

|                   |                   |
|-------------------|-------------------|
| <b>Name:</b>      | <b>Name:</b>      |
| <b>Address:</b>   | <b>Address:</b>   |
| <b>Signature:</b> | <b>Signature:</b> |
| <b>Name:</b>      | <b>Name:</b>      |
| <b>Address:</b>   | <b>Address:</b>   |
| <b>Signature:</b> | <b>Signature:</b> |

**DECLARATION BY PARENT OR GUARDIAN (for Minors under 18 years of age)**

As parent or guardian of the minor and on behalf of myself and the minor:

- 1) I have read this document and fully understand it and agree to abide by the terms referred to above.
- 2) "Minors" includes my adopted children, the children of any person whom I ordinarily reside when I entered the Park, and the children of any other person who enters the Park with me, or under my supervision, or as part of my party.
- 3) I indemnify and will keep indemnified Warwick 4X4 Park Pty Ltd and all other people referred to above on the terms referred to above.

Full Name of Parent / Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Names of Minors:

|              |              |
|--------------|--------------|
| <b>Name:</b> | <b>Name:</b> |
| <b>Name:</b> | <b>Name:</b> |
| <b>Name:</b> | <b>Name:</b> |

**Come. Play. stay.**