

## BYLONG CREEK ENTERPRISES PTY LTD WAIVER FORM

### Release and Waiver of Liability and indemnity Agreement

In consideration of being permitted to enter and utilise the grounds, camping areas tracks of Bylong Creek Enterprises Pty Ltd herein referred to as "Bylong Creek" the undersigned, his/her executors, administrator's, personal representatives, heirs, and assigns hereby releases and forever discharges "Bylong Creek's" officers, directors, promoters, sponsors, employees, volunteers and agents from any and all claims of loss or damage including personal injury or death whether or not caused by the negligent act or omission of "Bylong Creek" and or "Bylong Creeks" officers, directors, promoters, sponsors, employees, volunteers and agents while the undersigned is staying at and utilising the property and tracks for recreational purposes.

It is fully understood by each of the undersigned that there is inherent risk associated while utilising the tracks and the camping grounds on the property including damage to vehicles persons, passengers, pets and children.

In addition, the undersigned agrees to indemnify and hold harmless "Bylong Creek" and officers, directors, promoters, sponsors, employees, volunteers and agents from any loss, liability damage, or cost that incur due to such participation by the undersigned, weather caused by "Bylong Creeks" officers, directors, promoters, sponsors, employees, volunteers and agents while the undersigned is utilising the tracks and camping grounds on the property for recreational use.

I agree and acknowledge that you will not be liable to me and I will not commence any action to make claim or demand against you in respect of

1. Any damage to or loss of my property or the property of my children (including any injury to or loss of pets)
2. B. Any personal injury or death suffered in "Bylong Creek" by me or my children where such injury or death arises directly or indirectly out of any negligent act or omission on your part or deliberate act of your employees, agent's invitees, licensees or contractors

I understand that after diligent investigation "Bylong Creek" has found that insurance for risk of participation in activities conducted at "Bylong Creek" is unavailable.

1. I agree to operate all motor vehicles (weather registered or unregistered) with in "Bylong Creek" in a safe and proper manner with due consideration to the safety and amenity of other "Bylong Creek" users and their property, and complying with all motor vehicle and traffic laws that may be applicable
2. I agree that "Bylong Creek" contains natural geographical hazards and other dangers, and that these have not had signs or warning notices erected on or near the. I rely solely on myself and the competence of the driver or the vehicle I am in in encountering these hazards
3. I will supervise my children and pets at all times whilst they are in "Bylong Creek". I will indemnify you in respect of any loss or injury (including death) caused to my children as a result of my failure to supervise.

"My children" includes my adopted children, the children of any other person of any other person with whom I ordinarily reside with when I enter the park, and the children of any other person who enters "Bylong Creek" with me, or is under my supervision.

I understand that I have read, understood and accepted the above waiver and the conditions contained within.

Trip Leader \_\_\_\_\_ Camp Area \_\_\_\_\_ Date \_\_\_\_\_

Vehicle make \_\_\_\_\_ Rego \_\_\_\_\_ Phone \_\_\_\_\_ Suburb \_\_\_\_\_

Driver 1 \_\_\_\_\_ Driver 2. \_\_\_\_\_

Sign \_\_\_\_\_ Sign \_\_\_\_\_

Passenger 1. \_\_\_\_\_ Passenger 2. \_\_\_\_\_

Sign \_\_\_\_\_ Sign \_\_\_\_\_

Passenger 3. \_\_\_\_\_ Passenger 4. \_\_\_\_\_

Sign \_\_\_\_\_ Sign \_\_\_\_\_

Passenger 5. \_\_\_\_\_ Passenger 6. \_\_\_\_\_

Sign \_\_\_\_\_ Sign \_\_\_\_\_

**OFFICE USE ONLY**

**Total Adults 15+ \_\_\_\_\_ Total Kids 4+ \_\_\_\_\_ Total days \_\_\_\_\_**

**Total Bikes/Quads \_\_\_\_\_ Total buggys/SXS \_\_\_\_\_ Sub Total \_\_\_\_\_**

**Merchandise \_\_\_\_\_ Total cash \_\_\_\_\_ Efptos \_\_\_\_\_**

**Total \_\_\_\_\_**

**Adjustments \_\_\_\_\_ Final Total \_\_\_\_\_**

**Staff to sign \_\_\_\_\_**

**Breach of code of conduct 1. \_\_\_\_\_**

**2. \_\_\_\_\_**

**3. \_\_\_\_\_**

**Removal \_\_\_\_\_ time \_\_\_\_\_**

# Code Of Conduct

**Glass, chainsaws, firearms or fireworks are banned at all times**

**Alcohol is banned strictly until 5pm each day offenders will be immediately removed from the park without refunds and will be responsible for all monies owing.**

## Speed Limits.

1. The maximum speed limit within the park is 25kph.
2. The maximum speed limit within the camping grounds is 10kph. All warning signs on the property and any directions given by "Bylong Creeks" staff, promoters, sponsors, volunteers and agents must be obeyed at all times

## Vehicles and track use.

1. All light bars and high beam lights must be turned off when approaching and driving around camp areas at night. Please ensure courtesy to other camp areas at all times.
2. Motor bikes and quad riders must wear protective clothing and helmets at all times when riding
3. All trailed vehicles must be in good mechanical order and structural condition otherwise vehicles will not be driven/ridden at the park
4. At no time are people allowed to travel in the tray area of a vehicle
- 5. That the Owner/driver may not at any time drive under the influence of drugs or alcohol that may affect the owner/driver's ability, consume or carry open alcohol in the vehicle at any time. There is a 0.0 alcohol limit whilst driving and operating vehicles at Bylong Creek 4X4 Park**
6. Learners Drivers must be supervised at all times and display "L" plates. Unlicensed drivers are not permitted to drive or operate a vehicle under any circumstances
7. All signs on tracks must be obeyed and gates left as sign posted
9. UHF radios must be tuned to channel 17 whilst at "Bylong Creek"
- 10. Vehicles must not use 4x4 tracks or drive around the property between the hours of 6pm and 8am. (Unless authorised)**
- 11. If driving continues after 5pm drivers and passengers must not consume any alcohol**

## Camping Area

1. No loud music or noise is allowed between the hours of 10pm and 8am
- 2. Campfires are permitted but must be kept small, safe and fully extinguished when finished. No rocks, stones or bricks are to be brought into the camping area**
3. Bottles, cans, cigarettes butts, bottle tops, green timber or plastic are not to be burnt in fires.
4. All rubbish is to be removed and taken home by campers, a fee will be charged if this is not adhered to.

## General conduct

1. Children and pets are to be supervised at all times. Pets must be leashed between the hours of 7pm and 8am.
- 2. No vehicle, motorbike, buggy or quad is to be operated by any persons who is intoxicated by alcohol or a drug, In accordance with state laws.**
- 3. No driver or passenger at any time is to be consuming alcohol whilst in a vehicle or is there to be any open alcohol in a vehicle at any time**
4. Seat belts and approved restraints are to be used by all persons traveling in a vehicle whilst at "Bylong Creek"
5. Please show due care and consideration for other 'Bylong Creek' patrons and campers

6. All instructions from "Bylong Creek" staff or management must be complied with immediately
7. Wrist bands must be worn at all times whilst at "Bylong Creek" failure to do so will result in your immediate removal from the property.
8. Security cameras are installed at " Bylong Creek " and can be viewed at any time.
9. **Any abusive or violent or argumentative behaviour will result in immediate removal from "Bylong Creek"**
10. In case of emergency SOS will be transmitted on channel 17 on the 2way radios you must make your way immediately to the Emergency Assembly Area at the front gate, no person is permitted to leave "Bylong Creek" until they have been marked off by a staff person.

#### **Breach of conduct**

1. **In addition to removal from "Bylong creek" for a breach the patron shall forfeit any monies paid and remain liable for any fees owing at the time of removal.**
  2. I acknowledge that I have read and understood the code of conduct annexed to this agreement and agree to abide by the code of conduct. I accept the liability for all consequences resulting from my not abiding by the code of conduct.
  3. Group leader must sign and make all members of the group read.
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#### **OFFICE USE ONLY**

#### **Receipt ABN.37604642257**

Name \_\_\_\_\_ Date \_\_\_\_\_ Amount paid \_\_\_\_\_ Staff to Sign \_\_\_\_\_

#### **Evacuation Plan**

In the event of an emergency or fire 000 is contacted and all campers are to proceed to the front gate.

1. All Campers must transmit on CH.17 if you wish to transmit on other channels please notify the office. **Please ensure children do not use this channel at any time.**
2. In the event of fire staff will move to affected areas with firefighting equipment and prevent fire from spreading further and at no time are campers to be involved.
3. An alert will be broadcast on channel 17 in the event of an emergency/fire and instructions will be given.
4. Staff will immediately proceed to the front gate with all paperwork from the weekend and ensure that emergency vehicles have clear access to the affected areas.
5. A second staff person will proceed to alert all persons in camp areas of emergency and give instruction to proceed.
6. Campers will immediately move to the front gate, be marked off before they are allowed to leave.
7. Once emergency/ fire has been contained or extinguished and fire services have deemed park safe campers may return to the park.