



IMPORTANT CONTRACT AGREEMENT AND RISK WARNING
 YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICIPATE

PARTICIPANTS DETAILS

PARTICIPANTS NAME:	RIDER DESCRIPTION:	WEIGHT <small>Kgs</small>	HEIGHT <small>Cm</small>
MOBILE PHONE:	DATE OF BIRTH:	<small>Day</small>	<small>Month</small>
EMAIL:	HORSE/ BIKE NAME OR NUMBER:		
ADDRESS:			

PARTICIPANTS EXPERIENCE

Which activity are you participating in today? (a new contract must be completed for each activity you participate in)
 Horse Riding Quad Biking Kayaking Abseiling Laser Skirmish Axe Throwing Other

How many times in total have you participated in the activity you are proposing to do, in your life?
 0- 10 10- 20 20 – 50 50 – 100 100 +

How many times have you participated in this activity in the past 12 months?

If Kayaking, please describe your swimming ability:
 Can't Swim Can swim less than 50m Can swim 50m+

The wearing of helmets is compulsory at all times on Quad Biking and Horse Riding. Do you need to hire a helmet?
 Yes No

CONDITIONS

1. The Provider (defined below) agrees to organise and allow the Participant (defined above) to participate in the Recreational Activity (defined below).
 2. The Participation Fee (defined below) has been paid by the Participant or on behalf of the Participant in consideration for the Provider allowing the Participant to participate in the Recreational Activity.
 3. The Participant / Guardian and the Provider agree that this document contains the terms and conditions of the contract between them in relation to the services provided by the Provider to the Participant.
 4. The Participant / Guardian warrants that the Participant / Guardian has read and carefully considered this contract including the General Description of Risks before participating in the Recreational Activity.
 5. The Participant / Guardian warrants that in signing this contract the Participant / Guardian has done so voluntarily and that no pressure or unfair tactics have been used to persuade the Participant / Guardian to sign this contract and that the Participant / Guardian has done so voluntarily in the knowledge that it is open to the Participant / Guardian to refuse to sign the contract.
 6. The Participant / Guardian warrants that the Participant will comply with all rules, safety instructions and reasonable directions given to the Participant relating to participation in the Recreational Activity.
 7. Where the Participant is a minor, the Guardian of the Participant enters into this contract on behalf of the Participant, and the Guardian warrants that they have read the section of this contract headed "General Description of Risks of recreational activities offered by the Provider" to the Participant.
- Risks of the Recreational Activity**
8. The Participant / Guardian agrees that the Recreational Activity is dangerous and involves the risk of a range of injuries including death.
 9. The Participant / Guardian warrants that the Participant / Guardian has read and carefully considered all the information contained in this contract, including the information, which describes some of the risks of the Recreational Activity.
- Release by the Participant/ Guardian**
10. The Participant / Guardian releases and forever holds harmless the Provider and the Provider's Related Companies (defined below) from any liability to the Participant for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by, in connection with or arising out of the Participant's participation in the Recreational Activity.
 11. The release in paragraph 10 includes a release for liability caused by the negligence of the Provider and/or the Providers Related Companies.
- Indemnity by the Participant/ Guardian**
12. The Participant / Guardian agrees to indemnify the Provider and the Provider's related companies in respect of all claims caused by, in connection with or arising out of the Participant's participation in the Recreational Activity.

GENERAL DESCRIPTION OF RISKS OF RECREATIONAL ACTIVITIES OFFERED BY THE PROVIDER

NOTE: THE FOLLOWING DOES NOT DESCRIBE EVERY CONCEIVABLE RISK OF PARTICIPATING IN THE ACTIVITIES

All activities

Participating in recreational activities is dangerous. The risks include but are not limited to death, serious injury or illness due to:

- Inability of the Provider to prevent all accidents from occurring
- due to the actions of other participants and horses including collisions with other participants, vehicles, horses, pedestrians, objects, structures or colliding with things found in the natural environment such as rocks, trees; difficult terrain and obstacles;
- hazardous and changeable conditions in a natural environment, including lightning, strong winds, storms, bushfires, flooding, slippery or muddy conditions;
- not adhering to all notices, signs, instructions and directions
- not concentrating fully at all times, participant error and/or lack of skill or care and/or dangerous behaviour on your part or the part
- negligence by those involved in organising or providing the activity

Quad biking

- falling from the quad bike or the quad bike tipping on its side or rolling over;
- riding too fast for the conditions, too fast for your ability or trying to keep up with others;

Horse riding

- falling from your horse or your horse stumbling or falling over;
- horses are living animals whose behaviour and responses are impossible to control or predict in every situation
- the horse may quicken its pace on the return journey to the starting point of the ride, become frightened or behave in an unpredictable or dangerous manner at anytime;
- injury as a result of equipment failure or equipment not fitting or being properly fitted;
- riding too fast for the conditions, riding too fast for your ability or trying to keep up with others;

Kayaking

- falling into the water and/or drowning;

Abseiling

- falling as a result of equipment failure or not being properly fitted;
- getting too close to the cliff edge and falling generally;

Laser Skirmish

- tripping, falling over or landing heavily;

Axe throwing

- being struck or cut by your own axe or another participants' axe;

Camping

- being struck by a falling tree or tree branch
- drowning, falling, being burnt by fire or being struck by a vehicle or animal

DEFINITIONS

"Guardian" is the Participant's guardian

"Participation Fee" means the fee which has been paid by the Participant or on the Participant's behalf to participate in the Recreational Activity.

"Provider" means Glenworth Valley Leisure P/L A.C.N. 654 339 698 and includes any directors or officers of the Provider, any employees of the Provider, and any person associated with organising the Recreational Activity.

"Provider's Related Companies" means Glenworth Valley Holdings P/L A.C.N. 654 341 750, The Glenworth Valley Group P/L A.C.N. 656 098 761, The Glenworth Valley Pastoral Company P/L A.C.N. 119 657 724 and includes any directors or officers of the Provider's related companies, and any employees of the Provider's related companies.

"Recreational Activity" means any activity organised by the Provider that the Participant intends to participate in, including but not limited to: quad biking, horse riding, kayaking, abseiling, laser skirmish, axe throwing and camping.

SIGNATURE

PARTICIPANTS

SIGNATURE:

DATE

Day

Month

Year

If the Participant is a minor (under 18 years of age), this agreement must also be signed by the Participant's Guardian.

GUARDIAN

NAME:

GUARDIAN

SIGNATURE:

DATE

Day

Month

Year