



## IMPORTANT CONTRACT AGREEMENT AND RISK WARNING

YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICIPATE

### PARTICIPANTS DETAILS

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

### 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

- The Provider (defined below) agrees to organise and allow the Participant (defined above) to participate in the Recreational Activity (defined below).
- 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.
- 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.
- 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 and that the Participant / Guardian does not suffer from any disability, illness, health issue or impairment which may affect participation in the Recreational Activity.
- 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.
- 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.
- 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.
- The Participant / Guardian agrees to be jointly and severally liable for paying the costs of any damage or loss done by the Participant or any other member of the Participants group booking that occurs to the Providers equipment or property whilst it is under their control, including the cost of any debt recovery action that may be necessary and hereby authorise the Provider to debit the credit card used to book the Recreation Activity for any outstanding debt owed by the Participant or any member of your group booking.

#### **Risks of the Recreational Activity**

- The Participant / Guardian agrees that the Recreational Activity is dangerous and involves the risk of a range of injuries including death.
- 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**

- 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.
- 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**

- 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, the part of other participants or staff
- negligence by those involved in organising or providing the activity including staff

### 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;
- being struck by something falling, 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 Adventures 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 Leisure 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, camping, bush walking, team building and outdoor education.

## 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