



## IMPORTANT RISK WARNING AND CONTRACT AGREEMENT

YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICIPATE

### PARTICIPANT'S DETAILS

<b>PARTICIPANTS NAME:</b>	<b>PARTICIPANTS DESCRIPTION:</b>	<b>WEIGHT</b> kgs		<b>HEIGHT</b> cms	
<b>MOBILE PHONE:</b>	<b>DATE OF BIRTH:</b>	Day	Month	Year	
<b>EMAIL:</b>	<b>HORSE NAME / BIKE NUMBER:</b>				
<b>ADDRESS:</b>		<b>POSTCODE:</b>			

### PARTICIPANT'S 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 whilst Quad Biking and Horse Riding. Do you need to hire a helmet?**

☐ Yes ☐ No

### TERMS AND CONDITIONS

- The Provider (defined below) agrees to organise and allow the Participant (defined below) 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 and that the Provider is the occupier of the land on which the Recreational Activities are provided.
- The Participant / Guardian warrants that the Participant / Guardian has read and carefully considered this contract, including the description of some of the risks of participating (listed below) 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 or lacks legal capacity, the Participant Guardian enters into this contract on behalf of the Participant, and the Guardian warrants that they have read the section relating to the description of risks of participating in the Recreational Activities offered by the Provider to the Participant.
- Any person entering into this contract on behalf of other participants / guardians, undertakes to and warrants they have brought the terms of this contract to the attention of each other participant / guardian before making the booking to participate in the Recreational Activity
- Where the Participant did not book or pay the fee for participating in the Recreational Activity, the Participant acknowledges that he/she will be bound by the terms and conditions of this contract and that the person or Participant who booked and paid the fee was authorised to enter into and accept this contract on behalf of the Participant.

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

- The Participant / Guardian agrees that participating in the Recreational Activity is entirely at their own risk, is a "dangerous recreational activity" and is an "obvious risk", due to, amongst other things, the large range of risks and hazards that exist and the high likelihood of catastrophic injuries occurring 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 participating in 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 12 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.

Continued

## **DESCRIPTION OF SOME OF THE RISKS OF PARTICIPATING IN THE RECREATIONAL ACTIVITIES OFFERED BY THE PROVIDER**

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

### **The following risks apply to all Recreational Activities:**

Participating in the Recreational Activity is risky and 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 your actions, the actions, omission or negligence of others, other participants, horses, animals, wildlife or motorists;
- collisions with other participants, vehicles, horses, animals, pedestrians, fences, objects, equipment, structures or colliding with things found in the natural environment such as rocks, trees and obstacles or becoming caught up in vines and branches;
- falling off, loss of balance, being thrown from, crushed, impacted, run over, trampled or physical exertion;
- hazardous and changeable conditions in a natural or manmade environment, including lightning, strong winds, wildlife, falling tree branches, storms, bushfires, flooding, extreme weather, unexpected noises, difficult, uneven or rough surfaces, defects in the facilities or ground conditions, holes, potholes, ruts, washouts, dusty, slippery, wet or muddy conditions, cliffs, water courses or ditches;
- not adhering to all notices, signs, instructions and directions;
- riding too fast for the conditions, riding too fast for your ability or trying to keep up with others;
- not concentrating fully at all times, Participant error, lack of skill, care or the inexperience of the Participant/s, dangerous behaviour on your part, the part of other participants or staff;
- as a result of the equipment, equipment failure or equipment not fitting or being properly fitted;
- negligence by those involved in organising or providing the Recreational Activity including any directors, officers or staff of the Provider;
- the obvious risks and therefore the inherently dangerous nature of participating in the Recreational Activities provided;

### **The following additional risks also apply to each activity listed below:**

#### **Quad biking**

- quad bikes being unstable and susceptible to tipping on their side or rolling over;
- not responding in time, losing control of, overcorrecting, not controlling the bike correctly or getting the controls confused;

#### **Horse riding**

- you or your horse slipping, stumbling, falling or due to altercations with other horses;
- horses are powerful, living animals with a mind of their own, whose behaviour and responses, are impossible to guarantee, control or predict;
- all horses are prone to becoming frightened and may move, spook, bolt, buck or jump suddenly, or behave in an unpredictable or dangerous manner at anytime and without warning including quickening its pace on the return journey to the starting point of the ride;
- the horse misbehaving, not behaving as trained, the participant being trodden on, bitten, hit, or kicked;

#### **Kayaking**

- falling into the water and/or drowning;

#### **Abseiling**

- falling, being struck by something falling, getting too close to the cliff edge and falling generally, slipping;

#### **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, tripping, falling, being burnt or injured by fire or being struck by a vehicle, structure, object or animal;

## **DEFINITIONS**

"Guardian" is the Participant's guardian

"Participant" means the person whose name appears in the participants name box above.

"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 Leisure P/L A.C.N. 686 841 001, and includes any employees, agents, directors or officers of the Provider, and any person associated with organising the Recreational Activity.

"Provider's Related Companies" means Glenworth Valley Adventures P/L A.C.N. 654 339 698, Glenworth Events P/L A.C.N. 686 840 693, Glenworth Valley Services P/L A.C.N. 686 080 810, Glenworth Outdoors P/L A.C.N. 686 841 878, Glenworth Admin P/L A.C.N. 686 841 449, Glenworth Hospitality P/L A.C.N. 686 841 654, The Glenworth Valley Holdings P/L A.C.N. 654 425 751, 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, officers or employees of the Provider's related companies.

"Recreational Activity" means any activity organised by the Provider that the Participant participates in, including but not limited to: quad biking, horse riding, kayaking, abseiling, laser skirmish, mountain biking, rock climbing, axe throwing, camping, bush walking, swimming, transportation, team building and outdoor education.

## **SIGNATURE**

### **PARTICIPANTS**

#### **SIGNATURE:**

#### **DATE**

Day

Month

Year

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

#### **GUARDIAN NAME:**

#### **GUARDIAN SIGNATURE:**

#### **DATE**

Day

Month

Year