



## Release of Liability & Waiver Form

**Between:** Crystal Creek Park (hereafter referred to as CCP) ABN: 94 293 472 951  
530-569 Upper Crystal Creek Rd, Upper Crystal Creek

**And:** Name of all Visitor/s (including children) 1 form per car if using 4WD park

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.....  
.....  
**Address of Visitor:** .....

.....  
**Contact phone:** .....

**Email:** .....

**Vehicle Registration:** .....

### Responsibility for Loss and Damages

I understand that I am responsible for any damage, loss or expense incurred by CCP, its employees, agents, directors or officers and caused by myself or my guests during my stay. Examples include but are not limited to any breakage, damage or excess cleaning requirements, extra Guests or Visitors in excess to the number of guests permitted in the booking.

### Risk Warning - Farm and Leisure Activities (including but not limited to 4WD)

I understand and acknowledge that:

1. CCP is a farm and farms are inherently dangerous. Farm animals can be dangerous and can act in sudden and unpredictable ways, especially if frightened or hurt. Strictly no riding or sitting upon animals.
2. By visiting our farm, you are accepting that being in contact with animals and in the vicinity of animal housing, can pose a risk with regard to the transference of animal diseases to humans and agree to assume full risk for yourself and the children under your care in this regard.
3. Supervision of children on our farm is the responsibility of the parent/guardian and no responsibility will be taken in this regard by CCP.
4. Strictly no climbing or playing on farm equipment is permitted.
5. Strictly no entering sheds or fenced areas that are signed "no entry".
6. Snakes are always present on our farm, it is just a matter of whether you see them or not. Please watch where you are walking and stay on the tracks where possible.
7. Animals are only to be fed under the supervision of a farm guide.
8. The activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.
9. By participating in any farm and leisure activities, certain risks or dangers may occur which could include:
  - a. Physical, bodily or psychological injury or death.
  - b. Physical exertion to which I am not accustomed.
  - c. Failure of equipment or use of inadequate equipment.
  - d. There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
  - e. The conditions in which the activities are conducted may vary without warning.
  - f. I may cause injury to other persons and/or other persons may cause injury to me.

- g. I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of CCP.
- 10. The activities may be undertaken with one or more other persons as part of a group and that CCP is not liable for the actions of other participants in the group activity.
- 11. It is my responsibility to educate anyone staying with me or visiting me about these warnings.
- 12. I can choose not to participate in any activity if I feel that it is too dangerous.
- 1. I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA).

### **Other permissions**

- 2. I agree to CCP collecting and storing this information.
- 3. I understand that during any farm and leisure activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by CCP.

### **Release of liability**

- 1. I agree to and unconditionally release, waive, discharge and forever hold harmless, CCP or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by CCP's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the leisure activities.
- 2. I agree that CCP will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of CCP, and agree to indemnify and keep indemnified CCP in respect of any such claims.
- 4. I agree this Release of liability extends to claims by the Visitor's spouse, heirs, administrators and assigns.

### **Waiver**

- 1. It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the Australian Consumer Law (which is schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you.
- 2. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue CCP in relation to CCP's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.
- 3. For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth - By signing this form, you agree that the liability of CCP in relation to the activities (as defined by the Competition and Consumer Act 2010 (Cth), the Consumer Affairs and Fair Trading Act (NT) and the Australian Consumer Law) and recreational activities (as defined by the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA)) for any:
  - a. Deaths;
  - b. Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
  - c. The contraction, aggravation or acceleration of a disease;
  - d. The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
    - (i) That is or may be harmful or disadvantageous to you or the community; or
    - (ii) That may result in harm or disadvantage to you or community; That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.
- 4. You acknowledge and agree that the above provision operates to exclude the liability of CCP as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the Civil Liability Act 2002 (WA) and section 5N of the Civil Liability Act 2002 (NSW).

### Declaration and Signature

I have read carefully and understand this risk warning, release and waiver and sign it freely and voluntarily without inducement of any kind.

**Signature Visitor 1:** .....

**Name:** (Print) .....

**Date:** .....

**Signature Visitor 2:** .....

**Name:** (Print) .....

**Date:** .....

**Signature Visitor 3:** .....

**Name:** (Print) .....

**Date:** .....

**Signature Visitor 4:** .....

**Name:** (Print) .....

**Date:** .....

**Signature Visitor 5:** .....

**Name:** (Print) .....

**Date:** .....

**Signature Visitor 6:** .....

**Name:** (Print) .....

**Date:** .....

**Signature of Witness:** .....

**Name:** (Print) .....

**Date:** .....

### For Visitors under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Visitor, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless CCP from any and all liabilities arising from my minor child's involvement or participation in the farming and leisure activities, even if arising from the negligence of CCP.

**Signature of Legal Guardian:** .....

**Name:** (Print) .....

**Date:** .....

**Signature of Witness:** .....

**Name:** (Print) .....

**Date:** .....