

## DETAILS TO BE COMPLETED AND SIGNED BEFORE ENTERING THE PARK

I have read and understood the **SWAN GULLY PARK DECLARATION AND INDEMNITY** and Codes of Conduct and Safety Plan and agree to abide by the condition found in the document.

**DRIVER Name** \_\_\_\_\_ **SIGNED** \_\_\_\_\_

Driver's License No \_\_\_\_\_ Today's date \_\_\_\_\_

Address \_\_\_\_\_

State \_\_\_\_\_ Post Code \_\_\_\_\_ Email \_\_\_\_\_

Telephone \_\_\_\_\_ Ph contact in the park \_\_\_\_\_ UHF Channel \_\_\_\_\_

Car Registration \_\_\_\_\_ Vehicle make \_\_\_\_\_ Colour \_\_\_\_\_

Checking in date \_\_\_\_\_ Time \_\_\_\_\_ Signed In \_\_\_\_\_

Checking out date \_\_\_\_\_ Time \_\_\_\_\_ Signed Out \_\_\_\_\_

### Contact details of passengers in your vehicle

NAME	ADDRESS	PHONE

- Any vehicle recoveries are your responsibility. **We do not offer a recovery service.**
- Images may be taken of you and/or your vehicle whilst in the Park to use in our Promotional material (including website).
- I understand there is no night driving on the property after 5pm.
- I understand wet weather increases the difficulty and safety of driving the tracks.
- We are responsible for all our rubbish and if camping will be charged a cleaning fee if our site is not left in a clean and tidy manner.
- No glass, drink containers or rubbish is to be let on tracks or in fire pits.
- I understand I am responsible for all my passengers' behaviour at all times.
- If I have brought our pet, I realise it must be fully vaccinated and sociable with other animals and people. I will respect the wildlife and be considerate to all other people on the property and clean up after our pet. I agree to keep our pet fully restrained at all times. I realise if a complaint is made regarding our pet we will be asked to remove the pet from the property without a refund of any fees paid.

Pet Policy Signature required: \_\_\_\_\_

## **SWAN GULLY PARK DECLARATION AND INDEMNITY**

All drivers must FULLY complete & sign the following indemnity form before being permitted into the park.

1. As the driver, you represent all passengers in your vehicle, and are responsible to ensure all passengers abide by this declaration.
2. We wish to drive and/or camp on the property provided by Swan Gully Park, and enter at our own risk.
3. We understand that recreational driving is hazardous, and we are voluntarily exposing ourselves to risk of damage or loss or personal injury by participating in these activities on the designated tracks and areas of the park. We are aware that other track users will have varying levels of competence and my own driving should therefore take this into account.
4. We understand that any insurance carried by Swan Gully Park Pty and/or the event location operator in respect of any liability which might arise out of our stay at the park or involvement in the event will be limited and that, whether I am using my own vehicle or that belonging to another, third party and public liability insurance (if any) will not cover me for my losses, liabilities or personal injury.
5. We acknowledge that Swan Gully Park contains natural hazards in the form of rocks cliffs and water holes marked as dams and creeks. All children must be supervised at all times by parents or guardians especially when swimming or playing in or around the water hazards.
6. We agree with and have understood the codes of conduct and safety plan and will indemnify the Swan Gully Park against all claims, demands or actions whatsoever caused directly or indirectly by our actions whilst within the boundary of the Swan Gully Park and its access road starting from the main road.
7. We acknowledge that Swan Gully Park will not be liable to us for any action. We agree to not make any claim, demand or action against Swan Gully Park in respect of:
  - a. Any damage to or loss of property;
  - b. Any personal injury or death suffered in or about Swan Gully Park property whether such injury or death arises directly or indirectly out of any act (whether intentional or unintentional), negligence, default or omission on the part of Swan Gully Park, their servants, agents, employees, invitees or licensed subcontractors;
  - c. Any injury to or loss of pets (these must be kept on leads at all times)

### **I also understand the following: -**

1. I am responsible for the way in which I use the track, and for wearing appropriate protective clothing and seat belts.
2. If management observe me and if I infringe any relevant rules or regulations or appear dangerous I may be removed from the Park at the discretion of the park employee or volunteer. I understand that the payment's I have made to Swan Gully Park will not be refundable under these circumstances
3. Refunds are not given unless the park is fully closed. Alternative day visits will be considered if tracks are closed to driving due to wet weather. Camping is usually accessible during wet weather and if so refunds are not given if I chose not to camp.
4. I will follow the directions of the Park that are found on the various signs and map. I will observe the "one way" signs and will call for assistance on the phone number for the Park should I be unable to pass an obstacle.

### **I declare: -**

1. That I am fit and healthy and that my eyesight (with lenses if to be worn) is adequate for Driving and that I am physically capable of controlling the vehicle whilst testing its performance on the track.
2. That I will not participate in a vehicle event or social drive whilst under the influence of alcohol or intoxicating drugs.
3. That I shall only be allowed access to the track after reading the codes of conduct including the safety plan.
4. That I shall at all times comply with the Rules and Regulations of Swan Gully Park. and standard road rules apply whilst driving on the property I agree to make no claim against Swan Gully Park or its officers or agents in respect of any loss or injury suffered by me during my visit, and to indemnify them against their costs and losses arising out of any claim made against them by anyone to the extent that such costs and losses are attributable directly or indirectly to my participation of any activities.