

Swan Gully Park Rules, Declaration & Indemnity

Basic Rules and Courtesy

- Any vehicle recoveries are your responsibility. **We do not offer a recovery service.**
- You understand there is **no night driving** on the property after 5pm.
- **NO CHAINSAWS!** Due to idiots felling live trees. Collect only old fallen timber and **DO NOT DRAG!**
- You understand **wet weather substantially increases the difficulty** and safety of driving the tracks.
- **You are responsible for all of your rubbish** and anyone else associated with your visit. If the campsite is not left in a clean and tidy state then you will be charged a cleaning fee.
- **No glass, drink containers or rubbish is to be left on tracks or in fire pits.**
- If you have brought **pet(s)** they must be **fully vaccinated and sociable** with other animals, people and property. You will clean up after your pet. If a complaint is made regarding your pet you will be asked to remove the pet from the property without a refund of any fees paid.
- You will **respect the wildlife and be considerate to all other people.**
- You understand that you are responsible for all passengers' behaviour at all times.
- Images may be taken of you and/or your vehicle whilst in the Park to use in our Promotional material (including website).

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 observes 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 payments 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 maps. 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.

CODES OF CONDUCT AND SAFETY PLAN

1. The driver of the vehicle must hold a current Australian Drivers licence or permit and drive under the licence conditions. If the driver that signs the park entry form allows another driver to drive the vehicle, he or she must ensure another DECLARATION AND INDEMNITY form is signed for the new driver of the vehicle.
2. NO smoking in cars where children are travelling, in the amenities blocks or offices. Butts must not be dropped on the ground.
3. Animals, pets, dogs in a vehicle or on foot can enter the park as long as they are on a trailing lead. Please ensure you clean up your dogs' poo and keep your dog/s quiet. No pets allowed in the amenities blocks
4. No firearms to be carried in the vehicle or brought onto the park.
5. Generator use is not permitted between 8pm and 8am unless a medical certificate is supplied and secluded campsite is arranged
6. Vehicle owners or drivers must be aware that insurance companies may not cover their vehicles for this type of activity. All drivers indemnify the park and its employees against any claims.
7. Drivers and passengers must wear safety belts at all times.
8. Drivers must not deviate from designated route/tracks.
9. Drivers must not enter tracks that have been marked closed.
10. All cargo must be safely strapped down in a vehicle.
11. No passengers are allowed on the back of utilities or trucks.
12. The possibility for changeable trail conditions exists at all times due to weather, forestry debris (including protruding branches, pine cones and stumps) and terrain; these factors affect the driveability and participants are advised to be aware of changeable conditions.
13. Participants should be aware of other vehicles at all times and be informed that inexperienced and advanced drivers may appear without warning.
14. All vehicles should have a minimum of one snatch strap and 2 rated shackles.
15. Speed limit in park is not to exceed 30kph and in most cases drivers will be required to drive slower to match the conditions.
16. The maximum speed limit is 5km when in or near the camping grounds.
17. No motorcycles/quads of any kind are permitted on the park except for the Swan Gully Park bikes or quad.
18. Vehicles must stay within the 4WD Park boundary and not travel past no entry signs. The occupants of any vehicle found outside the 4WD park boundary may be asked to leave the park immediately.
19. Drivers must follow the one-way trail system at all times and not attempt to drive trails the wrong way.
20. During wet weather all tracks increase in difficult rating levels and should not be driven. Only main emergency exit tracks will be open.
21. Single vehicles are allowed via level one and two tracks.
22. Any vehicle recoveries are your responsibility. We do not offer a recovery service.

CAMPING

1. Use only the grounds that are provided for camping.
2. Do not dig trenches or gutters around tents or swags.
3. Check above your tent site and keep clear of trees which may shed branches at any time
4. Do not leave broken or damaged camping equipment behind when you leave
5. Do not feed the native wildlife and keep all food and supplies secure at all times
6. Do not camp in the way of the access roads to the camp site
7. Do not place plastic/foam/metal/glass or aluminium objects in a campfire.
8. We request people take home all their other non-burnable rubbish as this assists in keeping the costs of waste products down.
9. Camp courtesy is encouraged towards other campers and our neighbours all music must be lowered after 7pm as not to be heard outside your immediate personal campsite
10. Fire restrictions are imposed for a number of reasons other than fire danger and local authorities should be consulted. Remember, a Total Fire Ban is applicable to all types of fuel other than electricity, so be prepared.
11. Fires are only permitted in the designated fire pits. Do not create additional campfires.
12. It is a requirement that the area surrounding any open fire be clear of vegetation for a radius of 4m. Spare firewood is to be kept a minimum of 3m from a fire.
13. Have a bucket of water located close to your fire for quick response and accidental burns
14. Do not use stones in the construction of a fireplace as they are prone to explode from the heat of the fire sending dangerous fragments in all directions.
15. Do not cut standing trees as these are a key part of the environment. We suggest purchasing from our firewood shed during office hours or prior arrangements.
16. Do not use "treated" timber in any fire. Alternative fuels are recommended are Heat Beads, Solar, Gas and specific fuels used in appropriate specialised cookers.
17. Remember, a campfire is not a bonfire and should not exceed 1.5 metre in diameter and 1 m in height. Separate cooking fires are permitted in drums if fuel is in abundance but should be kept to as few as possible. Set a time at which combustible rubbish, food etc, may be reduced in the fire.
18. When decamping, ensure that the fire is completely extinguished as residual hot ashes/embers not only present a fire hazard but are likely to cause injury to animals. No bottles and cans are to be left in campfires
19. Never leave a fire burning unattended. If a fire is left unattended a member of staff will put it out.
20. Adopt the practice of "leave no trace" camping. Take out what you bring in and dispose of rubbish in designated rubbish bins or dumps. Carry suitable containers in which to store rubbish and re-use where possible.
21. We have Male and Female amenities for use. Please respect our toilet or use properly constructed/ purchased toilets. If you need to evacuate your bodily waste please dig a hole away from traffic and cover to avoid any trip hazards or contamination.
22. Waste from chemical toilets should be disposed of at authorised sewerage points outside of the park.
23. Any breach of the above will result in an instant dismissal from the park.