

SWAN GULLY PARK

CONDITIONS OF ENTRY, WAIVER & INDEMNITY AGREEMENT

CONDITION OF ENTRY

Entry onto Swan Gully Park property constitutes acceptance of these Terms, Conditions, Waiver & Indemnity, whether signed or not. All persons entering the property do so at their own risk and are bound by these conditions.

All drivers must fully complete and sign this indemnity form prior to entry.

- As the driver, you represent all passengers in your vehicle and are responsible for ensuring they comply with this declaration.
- We enter and use Swan Gully Park at our own risk.
- We understand that recreational driving is hazardous and involves risk of damage, loss, or injury.
- We acknowledge varying driver skill levels and accept responsibility for our own driving decisions.
- We acknowledge the natural hazards present (rocks, cliffs, dams, creeks, terrain).
- All children must be supervised at all times.
- We indemnify Swan Gully Park against all claims, demands, losses, damages, or expenses arising directly or indirectly from our actions or participation in any activities on the property.

INSURANCE ACKNOWLEDGEMENT

- We understand that any insurance held by Swan Gully Park Pty Ltd is limited to its role as property owner and operator and does not extend to externally organised group activities, meet-ups, or events unless formally approved and insured.
- We acknowledge that we are responsible for our own insurance (if any) and that Swan Gully Park does not cover personal injury, loss, damage, or liability.

We agree not to make any claim, demand, or legal action against Swan Gully Park in respect of:

- Property damage or loss
- Personal injury or death
- Injury or loss of pets

INDIVIDUAL RESPONSIBILITY

- Each guest is responsible for their own safety, vehicle, passengers, and belongings
- Guests must make independent decisions regarding participation in any activities
- No reliance is to be placed on other guests, organisers, or third parties
- Guests are responsible for any damage caused to Swan Gully Park property, infrastructure, facilities, or equipment as a result of their actions and may be required to cover repair or replacement costs.

EMERGENCY RESPONSE

- Guests acknowledge that Swan Gully Park is a rural and remote property and that immediate assistance may not be available in the event of an incident, injury, or vehicle recovery.
- Guests are responsible for their own communication, safety equipment, and emergency planning.
- Guests acknowledge that mobile phone reception may be limited or unavailable in certain areas of the property.

SPECTATORS AND NON-DRIVING GUESTS

All persons entering Swan Gully Park, including spectators, acknowledge exposure to inherent risks including:

- Vehicle movement
- Uneven terrain
- Environmental hazards

All persons enter at their own risk and are responsible for their own safety.

GROUP GATHERINGS & THIRD-PARTY EVENTS

- Swan Gully Park does not host or facilitate any third-party gatherings unless agreed in writing
- Swan Gully Park is not responsible for organisers or attendees
- All individuals attend as independent guests under standard booking conditions
- Participation in any group activity is at your own risk
- Swan Gully Park's responsibility is limited to general property operation
- Swan Gully Park may permit organised group events or gatherings where prior approval has been granted and appropriate Public Liability Insurance has been provided.
- Any gathering that has not been formally approved by Swan Gully Park is considered a casual social meet-up only and is not hosted, organised, or facilitated by the park, and is not affiliated with Swan Gully Park.
- Where a group is approved, it will be recognised as an organised and affiliated activity under agreed conditions.
- In these instances:
 - All individuals attend as independent guests under their own booking
 - Swan Gully Park is not responsible for organisers or attendees
 - Participation in any group interaction is undertaken at the individual's own risk
- Swan Gully Park's responsibility is limited to the operation of the property and does not extend to unapproved group activities or interactions between guests.
- Any group claiming to be an organised event without prior approval and insurance may be refused entry or removed from the property.

VEHICLE AND PEDESTRIAN INTERACTION

- Vehicles may be moving at any time throughout the property, including in camping and gathering areas.
- Guests must remain aware of their surroundings at all times and take responsibility for maintaining a safe distance from all moving vehicles.
- Pedestrians must not assume that drivers can see them at all times and must exercise caution when walking near tracks, roads, campsites, and vehicle access areas.
- Drivers must operate their vehicles safely and with due care for pedestrians and surrounding conditions at all times.
- Parents and guardians must ensure children remain under close supervision and are kept clear of all vehicle movement areas.
- Any unsafe interaction between vehicles and pedestrians may result in removal from the property without refund.
- All guests must follow designated access routes and avoid standing, sitting, or gathering in active vehicle pathways.

CHILD SUPERVISION

- All children must always be under the direct supervision of a parent or legal guardian.
- Parents or guardians are solely responsible for the behaviour, safety, and supervision of all children in their care, including ensuring they remain clear of moving vehicles, tracks, campsites, water hazards, and other potentially dangerous areas.
- Swan Gully Park accepts no responsibility for the supervision, safety, or actions of children on the property.
- Any situation where children are found to be unsupervised or placed at risk may result in intervention by staff and/or removal from the property without refund.
- Children under the age of 12 years old must not be permitted to roam freely throughout the property without direct adult supervision.

SOCIAL MEDIA AND REPRESENTATION

Guests must not:

- Represent Swan Gully Park as hosting or organising any event unless approval has been done so prior.
- Misdemeanor others about the nature of gatherings
- Guests are welcome to capture and share their experience at Swan Gully Park, however all content must be an accurate and respectful representation of the property, its facilities, and its operations.
- Any content, commentary, or communication that is misleading, false, defamatory, or likely to negatively impact the reputation of Swan Gully Park, its staff, or other guests is not permitted.
- Guests must not make public statements or representations that mischaracterise Swan Gully Park, its safety, its operations, or the nature of activities conducted on the property.
- Swan Gully Park reserves the right to request the removal or correction of any content that is deemed misleading, inaccurate, or damaging to the park's reputation.
- Any behaviour, including online conduct, that is considered abusive, harmful, or damaging to Swan Gully Park may result in refusal of entry for life or removal from the property without refund.

ALCOHOL AND BEHAVIOUR

- No driving under the influence of alcohol or drugs. Queensland road rules apply at all times.
- Responsible consumption of alcohol is permitted within campsite and designated areas only. Alcohol must not interfere with the safe use of the property or the enjoyment of other guests.
- Excessive, disruptive, aggressive, or abusive behaviour will not be tolerated under any circumstances. This includes, but is not limited to, verbal abuse, threatening conduct, intimidation, refusal to follow staff directions, or any behaviour that creates an unsafe or uncomfortable environment for others.
- This applies regardless of whether the behaviour is related to alcohol consumption or any other circumstance.
- Any behaviour that places yourself, other guests, staff, or property at risk — including reckless driving or failure to follow park rules — may result in immediate removal from the property without refund.
- Swan Gully Park reserves the right to refuse entry or remove any person who appears to be under the influence, intoxicated, or behaving in a manner deemed unsafe, inappropriate, or disrespectful.
- Guests are responsible for the behaviour of all persons within their group, including passengers and visitors associated with their booking.
- Any organised group or gathering where alcohol is present must ensure all attendees comply with these conditions. Swan Gully Park does not accept responsibility for alcohol-related incidents.

GROUP SIZE AND UNAPPROVED GATHERINGS

- Large or coordinated groups must be disclosed in advance
- Undisclosed gatherings may be refused or dispersed
- Swan Gully Park may limit group sizes at its discretion

MISREPRESENTATION OF EVENTS

Any person promoting or advertising a gathering as an event hosted or endorsed by Swan Gully Park without approval:

- May be refused entry
- May be removed without refund

NO RELIANCE

Guests acknowledge they do not rely on:

- Other guests
- Organisers
- Third parties

for safety or instruction.

CODES OF CONDUCT AND SAFETY PLAN

- Drivers must hold a valid Australian driver's licence.
- All drivers must sign an indemnity form.
- Seat belts must be worn at all times.
- Stay on designated tracks and do not enter closed tracks.
- Drive according to changing track conditions.
- Carry at least 1 snatch strap and 2 rated shackles.
- Speed limit: 30km/h on tracks, 5km/h in camping areas.
- Prohibited: firearms, chainsaws, smoking in cars with children, ute tray passengers, motorbikes/quads.

VEHICLE DAMAGE AND RECOVERY

- All vehicle recoveries are undertaken at the owner's risk.
- Swan Gully Park accepts no responsibility for any damage to vehicles or equipment during recovery, including recovery performed by other guests.
- It is the driver's responsibility to ensure their vehicle is suitable for the conditions and tracks being attempted. Swan Gully Park accepts no responsibility for vehicles that are unprepared, unsuitable, or become damaged as a result.
- Swan Gully Park accepts no responsibility for mechanical failure or breakdown of vehicles while on the property.

WEATHER AND TRACK CONDITIONS

- Track conditions may change at any time due to weather, usage, or environmental factors.
- Swan Gully Park reserves the right to close tracks or restrict access at any time without notice for safety reasons.

CAMPING RULES

- Camp only in designated areas.
- Do not dig trenches or gutters around tents.
- Check above campsite for tree limbs.
- Take all damaged gear and rubbish when leaving.
- Do not feed wildlife and keep food secure.
- Do not block access roads.
- Lower music after 7 PM to respect others.
- Fires allowed only in designated fire pits.
- Clear 4m around fires; firewood 3m away.
- Have a water bucket nearby. Fire size max: 1.5m diameter, 1m high.
- Do not burn glass, cans, plastic, treated wood, or stones.
- No bonfires. Never leave fires unattended.
- Extinguish fires fully before leaving.
- Generator use from 8am-8pm, unless medically exempt.

AMENITIES AND WASTE DISPOSAL

- Use provided toilets or portable toilets.
- If bush toileting, dig a hole away from roads and cover properly, all no biodegradable sanitary items must be removed and disposed of correctly.
- Chemical toilet waste must be emptied at authorised points outside the park.

I ALSO UNDERSTAND

- I am responsible for my driving and safety equipment
- I may be removed for unsafe behaviour
- Refunds are not provided unless the park is fully closed
- I will follow all park signage and directions
- I am attending as an individual guest unless otherwise agreed in writing
- Swan Gully Park reserves the right to refuse entry or remove any person, vehicle, or group from the property at its discretion, without refund, where behaviour, safety concerns, or breaches of these terms occur.

DECLARATION

I declare that:

- I am physically capable of driving
- I am not under the influence
- I agree to comply with all rules
- I accept all risks and indemnify Swan Gully Park
- I acknowledge that I have read, understood, and agree to these terms in full.