DETAILS TO BE COMPLETED and signed before entering the park.

SCENIC RIM ADVENTURE PARK DECLARATION AND INDEMNITY (Document SRAPDA109) Code of Conduct and Safety Plan.

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be co-signed by a parent or legal guardian.

DRIVER Name (PRINT)……..... **SIGNED.....**

Learner driver Parent /Guardian.....**SIGNED.....**

Driver's License No.....Today's Date…….....…

Telephone Phone contact in the park.....

Address

…….....

..... State..... Post Code.....

Email.....……..……. UHF Channel.....

Car Registration.....Vehicle make .....Colour.....

_____

Checking in date..... Estimated entry Time.....
Checking out date..... Exit time before 6pm no night driving

Camping People in same vehicle camping **Number of Nights, People Cost**

Driver is $30 per night. ……..... …..... ……
Adult passengers $20 per person per night. ……..... …..... ……
Children aged 5-16 years $10 per child per night .... ……
Number of children under 5 years free …… No charge
2WD and AWD vehicles park up either main car park or on accessible campsites

Vehicle Fees while camping Track use during your stay 7am to 6pm daily or camping on sites located further into the park an additional **one-off payment $45 …….**

Day entry visits are from 7am to 6pm. only for vehicles that are not camping.

Friday, Saturday, Sunday, or Public Holiday single day pass only $55 per vehicle ……

Mondays to Thursday's vehicle single day pass only $45 per vehicle ……

Payment owing _____ Less deposit/credit _____**Total**.....

Risk Warning, Waiver & Acknowledgement of Responsibility

I acknowledge that by entering and participating in any activities conducted by the Provider, including but not limited to 4WD driving, camping, touring, or recreational use of the property ("Activities"), I do so voluntarily and entirely at my own risk.

I understand that the Activities involve **inherent and significant risks of physical harm**, including the risk of serious injury or death.

These risks may arise from, but are not limited to:• Driving on rough, steep, uneven, or slippery terrain.
• Changing weather and environmental conditions, including wet weather increasing track difficulty and traction hazards.
• Mechanical failure or misuse of vehicles or equipment.
• Physical exertion to which I may not be accustomed.
• Falling objects, natural hazards, wildlife, or environmental obstacles.
• The actions, negligence, or behaviour of other participants.
• Limited or delayed access to medical assistance, rescue, or emergency transport.

I acknowledge that the Activities may be conducted with other participants and that the Provider **cannot control the actions of other persons**.

To the fullest extent permitted by law, I acknowledge and agree that the Provider **is not liable for any injury, loss, damage, or death** arising from or in connection with my participation in the Activities, including where such injury, loss, damage or death is caused or contributed to by the **negligence, breach of contract, breach of statutory duty, or other conduct of the Provider**.I understand that any rights I may have under the **Australian Consumer Law** in relation to recreational services may be excluded, restricted, or modified to the extent permitted by law.

I confirm that I:

• Have read and understood this risk warning.
• Acknowledge that the Activities involve a **significant degree of risk of physical harm**.
• Voluntarily assume all risks associated with participation.
• Agree to participate **entirely at my own risk**.

I acknowledge that this notice constitutes a **Risk Warning under the Civil Liability Act**.

By signing this document, I confirm that I understand and accept the risks associated with the Activities and recreational services provided.

Contact details of passengers in your vehicle.

Name	Address	Phone

Recovery

If I require help with my recovery, there will be a $250 call out fee with a further $50 per hour travel and recovery time to get your vehicle back on the tracks. No recoveries to commence after 6pm without special permission from office.

Images may be taken of you and/or your vehicle whilst in the park to use in our Promotional material (including website)
☐ Tick if you **DO NOT** want images of yourself and/or your vehicle social media

Dog Policy I have brought our dog and realise I must abide by dogs in public laws an additional responsibility to respect the property and make sure there are no droppings in the vicinity of any campsite. Dogs are not permitted in the showers. I have the responsibility to respect the wildlife, be considerate to all people on the property. I realise not everyone wants a strange dog near them. I agree to keep our dog fully restrained, even while in our campsite on an extended run lead Do not put plastic poo bags in toilets. Dispose dog poo (not in plastic bags) into the bush off tracks and campsites. I realise if a complaint is made regarding our dog, we will be asked to remove the dog from the property without a refund of any fees paid.

Dog policy signature required.....

SCENIC RIM ADVENTURE PARK DECLARATION AND INDEMNITY

All drivers must complete fully & sign the indemnity form before being permitted into the park (Document **SRAPDAI09)** Participant Waiver

It states you have read and understood the **SCENIC RIM ADVENTURE PARK DECLARATION AND INDEMNITY** (Document **SRAPDAI09)** and **Codes of Conduct and Safety Plan** and agree to abide by the condition found in the document.

I agree to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during our time at SRAP. I agree to use and/or wear any equipment given to me by the Provider. I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss, or damage during our Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent, or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person. I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment. I declare that I have not consumed any alcohol or mind-altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider'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 Activities. I agree that the Provider will not be liable for any claims for personal injury that may be

brought against it because of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

Waiver 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. 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 the Provider in relation to the Provider'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

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 the Provider 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: Deaths; Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury); The contraction, aggravation or acceleration of a disease; 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: That is or may be harmful or disadvantageous to you or the community; or 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. November 2018 Participant Waiver | Page 35386954 You acknowledge and agree that the above provision operates to exclude the liability of the Provider 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).

I understand there is no night driving around the property after 6pm

We are responsible for all our rubbish and if camping we will be charged a $100 cleaning fee if our site is not left in a clean and tidy manner.

No glass beer bottles, or rubbish is to be left on tracks or in fire pits

No bows and arrows, slingshots or guns or fireworks permitted on the park

No one is permitted to ride on the outside of vehicle or in the back of a Ute

I understand I am responsible for all my passengers' behaviour at all times, and everyone wears their seatbelts when in vehicles.

No bright floodlights or generators after 7pm and not before 8am

Additional basic guidelines

1. We will comply with regulation health issues including Covid19 social distancing and hygiene regulations.

2. As the driver, I represent all passengers in my vehicle, who must be wearing seatbelts as road rules do apply while driving in the park and are responsible to ensure all passengers abide by this declaration.

3. We wish to drive and/or camp on the property provided by Scenic Rim Adventure Park Pty Ltd and enters at our own risk.

4. We understand that other activities, mountain bike riding, bush walking, taking part in high rope courses or water activities are all 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.

5. We acknowledge that Scenic Rim Adventure Park Pty Ltd contains natural hazards in the form of rocks cliffs and water holes marked as dams and creeks. All children must always be supervised by parents or guardians, especially when swimming or playing in or around the water hazards or on playground equipment.

6. We agree with and have understood the codes of conduct and safety plan and will indemnify the Scenic Rim Adventure Park Pty Ltd against all claims, demands or actions whatsoever caused directly or indirectly by our actions whilst within the boundary of the Scenic Rim Adventure Park and its access road starting from the main road.
    a. Any damage to or loss of property.
    b. Any personal injury or death suffered in or about Scenic Rim Adventure Park Pty Ltd 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 Scenic Rim Adventure Park Pty Ltd, their servants, agents, employees, invitees or licensed subcontractors.

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. Breach may include asked to leave the park.
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 Scenic Rim Adventure Park Pty Ltd 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 not accessible 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. Filled in documentation are required to hold a booking, and any payments are non-refundable if I chose to cancel my booking. SRAP will consider credits alternative.
5. 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 if required should I be unable to pass an obstacle. I understand there is a call out fee to recover my vehicle.

General 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.

2. All vehicles must be road registered and comply with regulations while in the park.
3. NO smoking in cars where children are travelling, in the amenities blocks or office. Butts must not be dropped on the ground.
4. Animals, pets, dogs can enter the park providing they are on a trailing lead. Please ensure no dogs' poo at campsites and on tracks and keep your dog/s quiet. No pets allowed in the amenity's blocks. No plastic poo-bags in toilets
5. No firearms, bows and arrows or sling shots or fireworks to be carried in the vehicle or brought onto the park without special approval prior to booking.
6. Generator use is not permitted between 7pm and 8am unless a medical certificate is supplied, and secluded campsite is arranged.
7. You take home all your garbage and broken equipment.
8. I understand wet conditions increases the maps tracks grading to a higher level.
9. Noise music and loud speaking must be reduced in camp after dark consider other campers may be trying to sleep.
10. No glass, cans, or non-burnable materials to be put into campfires or thrown into the bush.

VEHICLE REQUIREMENTS AND USE

11. Vehicle must have a current vehicle registration plate and no removal of mufflers permitted.
12. Vehicle owner or driver 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.
13. Driver and passengers must always wear safety belts.
14. Drivers must not deviate from designated route/tracks.
15. Drivers must not enter tracks that have been marked closed.
16. All cargo must be safely strapped down in vehicle.
17. No passengers are allowed on the back of utilities or trucks.
18. The possibility for changeable trail conditions always exists due to weather, forestry debris (including protruding branches, pinecones, and stumps) and terrain; these factors affect the driveability, and participants are advised to be aware of changeable conditions.
19. Participants should always be aware of other vehicles and be informed that inexperienced and advanced drivers may appear without warning.
20. All vehicles should have a minimum of one snatch strap and 2 rated shackles.
21. Do not drive over tire structures around the park. These are for children to play on.
22. Speed limit in park is not to exceed 30kph and in most cases drivers will be required to drive slower to match the conditions.
23. The maximum speed limit is 5km when in or near the camping grounds.
24. No motorcycles/quads of any kind are permitted on the park except for the Scenic Rim Adventure Parks bikes or quad.
25. 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.
26. Drivers must always follow the one-way trail system and not attempt to drive trails the wrong way.
27. During wet weather, all tracks increase in difficult rating levels and should not be driven. Only main emergency exit tracks will be open.

28. Single vehicles are allowed but we suggest unless they have fitted winches, they do not drive black or red tracks or mud-holes.
29. Scenic Rim Adventure Park accepts that vehicles will become stuck at times and will assist accordingly. However, should you be clearly driving outside your ability, experience level and vehicle capability you will be charged $250.00 call out fee for the rescue plus $50 per hour for the time it may take to complete the rescue. (Specialise recovery team is called in)

CAMPING

1. Use only the grounds know as campsites 1 to 14 areas provided for camping.
2. Do not dig trenches or gutters around tents or swags.
3. Check above your tent site and keep clear of gum 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, always keep food supplies secure.
6. Do not camp in the way of the access roads to the camp site.
7. We encourage recycling and there is a yellow cash a can bin at the office area.
8. We request people take home all their non-burnable rubbish as we do not receive a garbage service. This assist 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 8pm as not to be heard outside your immediate personal campsite.
10. No bright floodlights or generators after 7pm and not before 8am

CAMPFIRES

11. Fire restrictions are imposed for several 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.
12. Do not create additional campfires. Do not move fire position on your site
13. The fire drums are there for your cooking and enjoyment.
14. 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.
15. Have a bucket of water located close to your fire for quick response and accidental burns.
16. 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.
17. Do not cut standing trees as these are a key part of the environment.
18. You can purchase cut firewood from the office or collect firewood existing fallen dead timber from the property yourself.
19. Do not use axes in standing trees or debark standing trees around campsites.
20. 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.
21. 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 special designed stands that will not scorch the grass.
22. Do not place plastic/foam/metal objects in a campfire.
23. 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.

24. Never leave a fire burning unattended. If a fire is left unattended a member of staff may put it out.

WASHING

25. Showers are between 7am and 5pm so you are back in camp before 6pm
26. Do not wash anything using soaps or detergents in streams or dams.
27. All food plates should be wiped clean to remove waste before washing.
28. Wash points should not be located within 50m of any creek, stream, river, or water hole to prevent contamination of such waters.
29. When disposing of wastewater spread it across the ground or tire planters

RUBBISH

30. 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.
31. Avoid carrying high rubbish potential items such as bottles, cans and plastics, and remove unnecessary packaging prior to home departure on trips.
32. The office does have garbage bags available on request
33. Do not bury rubbish as it may be dug up and scattered by native animals.
34. Do not burn plastics in fires as these leaves highly toxic residue. Nappies and sanitary napkins should not be disposed of in a fire. These ca be disposed of in the amenity waste bins.
35. Do not drop bottles and cans on tracks anywhere throughout the park.
36. If rubbish, bottles, cans, broken car parts or other rubbish is left in your campfire or camping site a cleaning bill will be mailed out to you.
37. Drums are located at the office for recyclable aluminium cans and bottles.

TOILETS

38. Do not put wet wipes down toilets, these do not break down cause a matting system and jam the pumps when emptying storage tanks.
39. Do not put dog poo in toilets, sanatory pads or nappies down toilets.
40. Use properly constructed toilets where provided. If you do use the bush do not leave toilet paper in the bush even if you bury it. Wildlife digs it up.
41. After showers, please mop floor, remove mud from showers and clean rubbish ready for the next camper thank you.
42. If toilets are out of paper or not working correctly, please notify the office
43. Chemical toilets can be used in your camp sites and ensure there is appropriate cover to protect one’s privacy.
44. Waste from chemical toilets should be disposed of at authorised sewerage points.

Breach of Conduct

45. Any Breach of the code of conduct may result in removal from the park. All monies that have been paid will be forfeited,
46. Any person with a yearly membership found breaching any of the above conditions will be warned and removed from the park. Should a second breach occur the person holding the membership will be refused entry to the park and will forfeit any monies or time which has not been used by that membership?