

# **The Resolution NSW Pty Ltd**

## **Trading As ~Wollemi Adventure Resort**

**1 Mountain Street Charbon, NSW, 2848**

**ABN: 43088732683 Ph: 02) 63794007**

**Website: www.theresaustralia.com**

**Email: rogers@theresaustralia.com**

## **DEED OF APPOINTMENT OF TEMPORARY GUARDIAN**

1. I/We \_\_\_\_\_

Of \_\_\_\_\_ are the parent(s) or legal guardian(s)

of \_\_\_\_\_ (“Minor”).

The Minor wishes to enter The Resolution NSW Pty Ltd and trading as Wollemi Adventure Resort. I/we consent to the Minor’s entry to the property to Ride a Motorcycle or a Quad Bike or to Bush Walk.

I/We appoint and authorise \_\_\_\_\_ (“Guardian”) as temporary guardian(s) and custodian(s) of the Minor, whilst the Minor has entered the property.

### **The acknowledgement**

I, the participant, (participant) hereby waive, release and discharge the Land Owners, Organisers, the temporary guardian, their respective servants, agents or officials (who run or operates this activity) and his or her heirs, legal representatives, administrators, and executors for all liability for or by reason of any damage, loss or injury (including death) to myself or my property which has been or may be sustained as a result of my participation in the activity and notwithstanding that such damage or loss or injury may have been caused solely or partly by me as the participant or by the Land Owners, Organisers, their respective servants, agents or officials negligence.

### **The Agreement**

1. I understand that this release restricts me from suing or otherwise claiming against the Land Owners, Organisers, temporary guardian, their respective servants, agents or officials presently or at any time in the future for damage, loss, or injury that may occur to myself or my property as a result of my participating in this activity.

2. To the best of my knowledge, I am in good health and do not have any illness and or physical or mental disabilities that would limit or prevent me from participating in this activity. If necessary I will provide a medical examination and clearance if required.

3. The participant wishes to enter property leased by The Resolution NSW Pty Ltd and trading as Wollemi Adventure Resort. (Land Owners, Organisers, their respective servants, agents or officials.)

4. I agree that on entry to the property to ride a motorcycle or a quad bike or to bush walk that: I acknowledge that Motorcycle and or Quad bike and or bushwalking activities (activity) are dangerous and that by engaging in the activity or activities the participant, takes and is exposed to certain risks and dangers including that:

(A) (i) they may be injured, physically or mentally, and may be killed;

(ii) that such machinery or equipment may be damaged, lost or destroyed;

(iii) that other riders may ride dangerously or with lack of skill and may break the property rules as set out on and at various places on the property; and

(iv) that track conditions may be hazardous and may vary without warning or predictability; and

(B) (i) that the Organisers, officials, landowners/track operators and any agents or representatives of those in charge of the property are frequently obliged to make decisions under pressure for my welfare;

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Continued,

(ii) any policy of insurance of or in respect of the participant’s life or physical or mental health may be voided;

(iii) there may be no or inadequate facilities for treatment or transport of the participant if injured; and

(iv) all entrants have an obligation to themselves and to others to ride safely and or walk safely within the property.

5. In consideration of the Organiser’s accepting me as a participant to the property I agree to indemnify the Organisers and Landowners and each of them in the following manner:

(i) that the participant enters the property at my sole risk and responsibility;

(ii) that the participant accepts the venue as it stands with all or any defects hidden or exposed;

(iii) that I indemnify and hold harmless the Land Owners, Organisers, their respective servants, agents or officials against any actions or claims which may be made by the participant or on his or her behalf or by other parties for or in respect of or arising out of the participant’s death or any injury loss or damage caused to the participant or their machinery or equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

6. I release and forever discharge the Organisers and the Landowners and their respective servants, agents or officials from all “Claims” that I may have or may have had but for this release arising from or in connection with this deed.

7. I/We declare that as the participant I am or we are medically and physically fit and able to ride a motorcycle and or Quad bike and or bush walk competently.

8. I authorise the Land Owners, Organisers, their respective servants, agents or official to administer or have administered to me as a participant such medical treatment as may be required to treat any injury, damage or loss that I as the participant may suffer as a result of riding a motorbike and or quad bike and or undertaking bushwalking on the said property.

9. I agree to accept the advice of the Land Owners, Organisers, their respective servants, agents or official not to ride on the property or certain parts of the property if it constitutes an unacceptable risk of causing me, as the participant, harm, injury or death.

10. I have been created the opportunity to seek independent legal advice before executing this release.

11. This waiver and release contains the entire agreement between the two parties and there are no further provisions either written or oral. The terms of this waiver and release are contractual and not mere recital.

12. I the Participant, hereby acknowledge that I have read this release thoroughly and I understand it and I am voluntarily executing this release.

13. This waiver release is being delivered and is governed, construed, enforced, by the laws of New South Wales.

SIGNED .....  
Signature of Participant

WITNESS.....

DATE...../...../ 20.....