CAMPERS INDUCTION CHECKLIST

Name:		
Address:		
Town: Phone:		
Dates:	From:	То:
Campsite		

Alan and Karen Pedersen Karma Waters Station PO Box 2 Mt Molloy Q 4871 Phone 07 40948337 karmawatersstn@bigpond.com

GENERAL

- Welcome
- Arrival and departure dates established
- Intended or approved activities endorsed
- Requirement to stay at designated camp site
- Motor bikes/4 wheelers/quads none permitted on property
- Hunting dogs none permitted on property
- Pet friendly
- Gates and fences leave as found
- Privacy provisions respect for other campers
- Use of telephone emergencies only
- Damage to property report to Management

HEALTH



- Rubbish removal of all food and material waste DO NOT BURN
- Hygiene- you need to bring a porta potti or portable toilet

SAFETY

- Environmental hazards ensuring campers are aware of these
- Safety equipment requirement to have a personal first aid kit
- Water supplies need to supply own
- Use of two-way radios Karma Waters on channel 3
- Cattle/ horses do not approach
- Feral animals do not approach
- Weapons none permitted on the property
- Fire safety restricted to camp site
 - Injuries requirement to report these to Management
 - Roads drive to the conditions

WAIVER AND INDEMNITY

By signing this Waiver and Indemnity, I acknowledge the following:

- 1. <u>ACKNOWLEDGEMENTS OF RISKS:</u> I UNDERSTAND AND ACKNOWLEDGE that camping on the Karma Waters Station camp sites ("the Facilities") and undertaking the camping activities on Karma Waters Station ("the Activities") which are offered, organised or conducted by Alan and Karen Pedersen trading as Karma Waters Station ABN 16 843 424 650 ("Karma Waters"), in which I am about to voluntarily engage, has known and unanticipated risks, including risk of INJURY, ILLNESS, DEATH, DISEASE OR DAMAGE to me or to me or my personal property. I FURTHER ACKNOWLEDGE AND AGREE that I am making an informed choice to voluntarily accept such risks which may include, but not be limited to: (a) physical injuries; (b) latent or apparent defects or conditions of the Facilities or the Activities; (c) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities; (d) the behaviour of co-participants; (e) accidents or incidents at the Facilities; and (f) first aid, emergency treatment or services rendered or failed to be rendered by Karma Waters, or their agents or employees. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive.
- 2. <u>ACKNOWLEDGEMENTS OF HEALTH</u>: I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities or use of the Facilities. Further, I have not been advised by a medically qualified person that I should not participate in the Activities or use the Facilities and that I have been given the opportunity by Karma Waters to review the Facilities as thoroughly as possible and ask questions.
- 3. <u>VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY</u>: I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, ILLNESS, DEATH, DISEASE OR DAMAGE to me or to my property arising from the participation in the Activities or use of the Facilities. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event of an accident, injury or serious illness as a result of my involvement in the Activities or use of the Facilities. I acknowledge that Karma Waters will not arrange insurance to cover me whilst participating in the Activities or use of the Facilities and that I am responsible for my own personal accident and insurance and ambulance cover.
- 4. <u>RELEASE AND INDEMNITY:</u> I VOLUNTARILY WAIVE RELEASE AND DISCHARGE TO THE FULL EXTENT PERMITTED BY LAW AND COVENANT NOT TO SUE Karma Waters and all associated persons and entities from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with the participation in the Activities or use of the Facilities, including, but specifically not limited to any and all negligence or fault of Karma Waters. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply to all current and future participation in the Activities or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law or in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities.

I ACKNOWLEDGE AND AGREE that my rights to sue Karma Waters and all associated persons and entities under the *Personal Injuries Proceedings Act 2002*, the *Civil Liability Act 2003* and the *Competition and Consumer Act 2010* if I am killed or injured because the services provided by Karma Waters were not rendered with due care and skill or they were not reasonably fit for their purposes, are excluded, restricted or modified.

I ACKNOWLEDGE AND AGREE that due to the nature of the Activities and the Facilities, it would be unreasonable for Karma Waters to be in any way responsible for any injury to or death of me and I hereby, to the full extent permitted by law, waive all of my legal rights of action against and fully releases Karma Waters for loss, damages, injury or death howsoever arising out of or in relation to the Activities and the Facilities including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of Karma Waters and all associated persons and entities.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Karma Waters and all associated persons and entities from all defence or any other costs incurred in connection with claims for mental or bodily injury, negligence, wrongful death or property damage that may be filed by me, my child, my heirs or my estate.

5. <u>INDEMNITY</u>: I agree to indemnify Karma Waters from all actions, suits, claims, demands and causes of action both at law and in equity and the costs thereof which Karma Waters has or at any time has or could, would or might have by

reason of or on account of or in any way connected with the Activities or the Facilities. I have read and understand this indemnity.

6. <u>ENTIRE AGREEMENT, SEVERABILITY AND VENUE:</u> I understand that this is the entire Agreement between the undersigned and Karma Waters, and that it cannot be modified or changed in any way by me or any employee or agent of Karma Waters. I agree that if any clause, or any part of any clause, of this Agreement is found to be invalid it shall be severed and that, the balance of the agreement will remain in effect.

I have read and understand this waiver of my legal rights.

Participant's Name (please
print):

Participant's Signature:

_ Date: ____

DECLARATION BY PARENT OR LEGAL GUARDIAN

(If Participant is under the age of 18) Legal Guardian Name:

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that, as a condition to participate in the Activities and use the Facilities, the parent or legal guardian of the minor participant must sign this document and do so freely, without any duress and acknowledge that I have read and understand the same. If it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify Karma Waters and all associated persons and entities if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in the Activities or use of the Facilities. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

icipant is under the age of 18) Legal Guardian S		gnature: Date:	
Print Name of Visitor	Date	Signature of Visitor	Date
Print Name of Visitor	Date	Signature of Visitor	Date
Print Name of Visitor	Date	Signature of Visitor	Date
Print Name of Visitor	Date	Signature of Visitor	Date
Print Name of Visitor	Date	Signature of Visitor	Date
Name of Management Person	Date	Signature of Person Performing Induction	Date