



**BUSTARD DOWNS**

**WAIVER RELEASE & INDEMNITY DEED**

To: Will Dixson and Jo Dixson trading as Bustard Downs  
(including its employees, agents and independent contractors) (collectively and severally referred to as Bustard Downs)

Date of Deed: ...../.....2017

**THE VISITOR/S** .....

Date of Birth: ...../.....

Home Address: .....

Emergency contact name and phone number .....

In consideration of Bustard Downs permitting me to visit or stay at your property I agree as follows:

**1. Express Acceptance of Risk**

I personally and voluntarily assume all the risks for any harm, trauma, injury or damage that I may suffer to my person or my property whether foreseen or unforeseen in connection with my visiting and staying at Bustard Downs

**2. Terms and conditions**

I will not engage in reckless, negligent or foolish behaviour or any other behaviour likely to cause injury to me, any other visitor, Bustard Downs or any other person and I agree to abide by the Terms and Conditions of Entry whilst I am visiting or staying at Bustard Downs

I agree that if I am injured or observe any other visitor to be injured, I shall immediately notify Bustard Downs

**3, Release Discharge**

(a) I unconditionally release, waiver, discharge and forever hold harmless Bustard Downs from All Claims for Any Loss sustained by me whether caused by Bustard Downs negligent act or wilful act or omission, breach of contract, breach of statutory duty, error or otherwise in connection with my staying at or visiting Bustard Downs.

(b) If, despite these terms, it is found that Bustard Downs is liable to compensate me then such liability is limited to the cost my cost of visiting Bustard Downs.

(c) I agree that this Deed may be pleaded as a bar to any action, suit or proceedings taken at any time by me against Bustard Downs as a result of my visiting or staying at Bustard Downs

**4, Indemnity**

(a) I agree to indemnify and keep indemnified Bustard Downs from All Claims that may be brought against Bustard Downs as a result of or in connection with any act, omission, default, failure or error on the part of Bustard Downs (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of my staying at or visiting Bustard Downs

(b) I agree that Bustard Down swill not be liable for and waive any right to claim Any Loss whether in tort, in contract, under statute or otherwise, for any default, failure, negligence or error on the part of Bustard Downs

(c) If, despite these terms, it is found that Bustard Downs is liable to compensate me then such liability is limited to the cost of my staying at Bustard Downs

**5. Binding on Successors**

(a) I acknowledge that this Deed binds my heirs, administrators, executors, personal representatives, dependants (if any) and my successors and enures for the benefit of Bustard Downs and its successors and assigns.

I acknowledge that I have read and understood the matters set out in this and that I am of lawful age and/or legally competent to give this waiver, release and indemnity. (f)

I acknowledge that the conditions set out in this document are contractual in nature, are intended to have legal effect and are not merely a warning or recital.

I have signed this document of my own free will and without any representation or inducement by Bustard Downs its agents or employees.

In this Deed, unless inconsistent with the context or subject matter:

"All Claims" means all claims, actions, suits, demands, damages, interest and costs arising out of or as a consequence of the of my staying at or visiting Bustard Downs

"Any Loss" means any loss, damage or injury to person (including the Visitor) or property

**Executed as a Deed.**

SIGNED SEALED & DELIVERED

by the said .....  
(please print name/s above)

Signature (Participant's): .....

Witness's Full Name: .....Signature: .....