

Waiver of Liability – for group bookings at Victory Heights Recreational Trails

Terms used in this document have the following meaning:

CTCA: The Cooloola Trail Care Alliance Inc, its officers, committee, members, volunteers, associates, partners, families and heirs.

Victory Heights Recreational Trails: Any and all land, trails, features, structures and equipment contained within the areas of Lots 17 and 18 on RP221336 that are leased by the CTCA from the Gympie Regional Council.

Facility: Same as Victory Heights Recreational Trails above.

I, the undersigned and any person, persons, associates, organisation or entity that I represent agree that in making application to use the Victory Heights Recreational Trails or any other facility or feature within the boundaries of the lease held by the CTCA at Victory Heights, Gympie QLD, for any event or activity, that I am fully acquainted with and agree to abide by and be bound by the terms and conditions set out in the CTCA's current Usage Management Policy for the facility as made available to me by the CTCA via download from their website.

I further agree that I have satisfied myself as to the facility's fitness for my/our intended purpose and recognise that being an area containing terrain and features both natural and man-made, which are subject to unexpected change due to the effects of weather or authorised or unauthorised activity that the CTCA cannot foresee or be held responsible for events, accidents, damage or injury that might occur as a result of my/our intended usage or the above mentioned causes.

I have taken all necessary steps to provide myself/ourselves with the appropriate insurance and liability cover and assume all risks and responsibility for any damage, injury, death, losses, or costs incurred or resulting from my/our planned event/activity or by any oversight, omission, decision, negligence or other action by the CTCA. I further agree to hold the CTCA harmless and not subject to any actions, claims, or demands or other legal processes that I, my associates, my assignees, heirs, distributees, guardians, next of kin, spouse, relatives or legal representatives now have, or may have or make in the future.

Before signing next to my name below I agree that I have read this agreement, fully understand its terms, ramifications and consequences and understand that in signing my name I will have given up substantial rights otherwise given me by federal and state laws. I have signed this waiver of my own free will and without inducement or assurance of any kind and intend it to be a legally binding and unconditional release of liability of the CTCA, it's officers, members, volunteers, associates, partners and families. to the fullest extent allowed by the applicable laws.

Description of the planned activity:

Name of organisation making the booking:

Date and Time of the proposed activity:

Number of persons likely to be involved in the activity:

Person representing the organisation

Name:

Signature:

Date: