

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Hidden Vale Adventure Park (HVAP) - Trail Access

Please Read Carefully Before Purchasing a Day Pass and Agreeing To Proceed

TO: Spicers Hidden Vale, Hidden Vale Adventure Park, Gainsdale Group Pty Ltd and their officers, employees, volunteers, agents and contractors, and public bodies, land holders and sponsors associated with the HVAP Trail Access ("Indemnified Persons")

In consideration of the Indemnified Persons accepting my participation and access to HVAP or any individual event that may involve a significant risk of physical harm, I agree to this release of claims, waiver of liability and assumption of risk. I am aware that mountain biking is a recreational activity which may involve, in addition to usual and inherent risks, personal injury, obvious risk, danger to myself, the possibility of injury and harm and physical exertion for which I may not be prepared, remoteness to normal medical service, weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.

I accept all of the inherent and obvious risks involved with mountain biking, which I acknowledge is a dangerous recreational activity. I also am aware of and accept the possibility of personal injury, death, property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of mountain biking is derived in part from the inherent risks incurred by the activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement being a reason for my participation.

I hereby release and forever discharge the Indemnified Persons from any and all claims, suits, demands, expenses, costs, damages or proceedings of any nature whatsoever arising from any personal injury, death, property damage or loss sustained by me or any other person as a result of my participation and access to HVAP.

I hereby indemnify and hold harmless the Indemnified Persons from and against all claims, suits, demands, expenses, costs, actions, and proceedings of any nature whatsoever arising from any injury, loss, or damage sustained by me or any injury, loss, or damage suffered by any other person as a result of any act, omission, neglect, or default on my part in connection with my participation and access to HVAP.

I confirm that I am fit enough to participate and access HVAP.

I agree that if I suffer injury the Indemnified Persons can at my cost arrange medical treatment and emergency evacuation services as the Indemnified Persons deem essential for my safety. I hereby agree that I am responsible for my own medical and ambulance insurance.

I confirm that I am an age of legal consent (that is 18 years or older in Australia) and that I have read and understood this Assumption of Risk and Waiver of Liability Agreement prior to making payment and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators, and successors.