



## WAIVER OF LIABILITY & LEGAL RELEASE

FOR

**PINBARREN GREEN PTY LTD**

340 POMONA KIN KIN ROAD, PINBARREN, 4568, QUEENSLAND

Date \_\_\_\_\_

(Please Print Clearly)

### Terms and Conditions

1. Animal Encounters are subject to the discretion of the owners/Directors of Pinbarren Green Pty Ltd
2. Animal Encounters are subject to weather.
3. No personal food is to be taken on an Animal Encounter
4. All participants must agree to follow instructions from the owners/Directors at all times
5. Participants may be asked to cease the activity at the Owner/Directors discretion at any time.
6. Please remember our animals are conditioned and not trained- they rely on their instincts and are capable of exercising these at any time.
7. Do not at any time attempt to handle the animals roughly or chase them in any way.
8. Interaction between each animal varies- please listen before handling any of them.
9. Pinbarren Green Pty Ltd does not take any responsibility for any injuries that are received. First Aid will be call if required.

I Confirm I have read and fully understand and accept the terms and conditions.

I, \_\_\_\_\_, acknowledge and accept that animal encounters and activities related thereto, involve the risk of personal injury. By my signature, (and, in case of a minor, the parent's or guardian's signature), they and I, hereby waive all rights, if any, claims, causes of action and lawsuits against SARAH KEATING OR SIMON MARSH, Pinbarren Green Pty Ltd their Directors, officers, family, heirs, executors, legal representatives, administrators, successors, assigns, volunteers, guests, employees, or agents affiliated with any of them in any manner for

- a) any injury, liability, death or damages which may occur while participating in any activity related to ANIMAL ENCOUNTERS (meeting, feeding, greeting, touching and all other activities relating to the animals at Pinbarren Green Pty Ltd) whether by negligence, breach of contract, breach of statutory duty or otherwise arising out of my participation in the activity, together with any costs including legal fees that may have incurred as a result of any such claim whether valid or not. I understand that these animals are conditioned and not trained and can involve danger and I participate at my own risk and am aware that participating in this activity could result in an injury or death.
- b) Indemnify and hold harmless the releasees and each of them against any such claim that I or my guests or any one of more of my executors, administrators, heirs, next of kin, successors or assigns may have or assert and against costs including legal feed with respect to such claims.
- c) If I am in breach of terms of entry to Pinbarren Green Pty Ltd I agree to recompense the appropriate party(s) for all loss and damage (including legal fees) arising out of such breach, including damage to the party(s) reputation.

**I agree** to take full responsibility for myself and the animal I am encountering or for anyone else who I allow to handle said animal. I am aware that wearing appropriate shoes is a good preventive measure against possible foot injury. I attest and verify that I am physically fit and able to participate in the stated activity and that I have not been advised by a qualified Medical Practitioner not to participate. I understand that I will be crossing uneven and possibly muddy ground and there are numerous trip hazards.

I agree to abide by the rules, regulations and instruction given from time to time whilst participating in this activity.

In this agreement the expression the activity includes all duties and activities performed and undertaken by the participants during "Animal Encounters" and any other person, entity, company, partnership, trust or sole trader carrying on business as Pinbarren Green Pty Ltd.

I have voluntarily entered into this agreement and have read understood and acknowledge the terms of entry including the warning, exclusion of liability, release, indemnity, and information provided elsewhere in this agreement.

I have read and fully understand this liability release. My signature below constitutes acceptance of the above terms and conditions.

### Medical Release

**I further agree** to allow and be financially responsible for any necessary emergency medical treatment by any available physician at any available medical institution in the event of my injury or illness. I likewise agree to allow and be financially responsibility for any necessary veterinary treatment for the animal if I am found to be negligent in my handling of the animal.

I have read and understand this liability release. Date \_\_\_\_\_

**Print Name**

**Signature**

*(Signature of Guardian if participant is a Minor)*

**Please list any other members of your party who are under 18 and that you accept the terms of this agreement on their behalf**

...../...../.....**DOB**

...../...../.....**DOB**

...../...../.....**DOB**

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*phone*

*In Case of Accident Notify:* \_\_\_\_\_ *Phone:* \_\_\_\_\_

**Any Known Allergies or Medical Conditions:**