MIDLAND HOLIDAY PARK

INDEMNITY AGREEMENT

This Agreement dated the	day of	20		
For the period covering the	day of day of	20 20	and the inclusive.	
BETWEEN:				
Midland Holiday Park of 3028 Mi	dland Highway Lima	South in the Sta	ate of Victoria (th	ne first part)
-and-				
			1	
			1	
			1	
			1	
			1	
(print names and date of birth of all fam	nily members covered by t	his document)		
of				
(print address)				
(the second part)				

(the second part)

WHEREAS the first part is a corporation having been registered in the State of Victoria and is in the business of providing holiday accommodation services at the above named premises such services being limited to the provision of caravan space and cabin accommodation along with for the purpose of providing guests with ready access to the surrounding countryside and local features;

AND WHEREAS the said premises comprise 50 acres thereabouts much of this land being rough bush terrain not otherwise used in or forming part of the said accommodation services;

AND WHEREAS the second part having entered into an agreement with the first part for the provision of the said accommodation services and having also sought permission from the first part for the use of the land comprising the said premises for the purpose of riding a motor bike or other such vehicle ('the activity");

AND WHEREAS in consideration of the indemnities undertakings and warranties provided herein the parties do hereby covenant agree and declare as follows:

- The term "the first part" includes Midland Holiday Park and any of its servants.
- The second part warrants that he is of full capacity and understands the nature of the activity for which the said permission is sought and understands the nature of and forseeablity for injury to himself, another or to any property and further agrees that the activity is fraught with danger involving the risk of death injury disability or property damage either to himself or another and hereby voluntarily assumes all such risk.

Signature:			
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- 3. The second part warrants that he has familiarised himself with any rules and regulations whether by force of an enactment or otherwise relating to the conduct of persons at the first part's premises and agrees to abide by the same.
- 4. The second part warrants that his vehicle is safe and well maintained.
- 5. The second part undertakes to only engage in the activity in a safe and careful manner and must not engage in the activity within 150 meters of any building caravan or other vehicle not being a vehicle used in the course of the activity by another or whilst under any influence of alcohol or other proscribed substance.
- 6. The second part agrees that if he is involved in an accident or is otherwise injured whilst engaged in the activity or in connexion with the activity that the first part may, at its absolute discretion, seek medical or ambulance assistance and the second part indemnifies the first part against any costs associated with the provision of such medical or ambulance or other like services.
- 7. The second part undertakes not to hold the first part liable in any way nor to make or maintain any claim against the first part for any injury sustained by any person or for any damage or loss whatsoever incurred whilst undertaking the activity.
- 8. The second part takes full responsibility and hereby admits all and any liability for and indemnifies the first part against any claim in connexion with any injury loss or damage sustained by any person arising in any way out of the second part's involvement in the activity.
- 9. The second part agrees that the permission granted under this agreement is granted at the absolute discretion of the first part and the grant may be revoked at any time.
- 10. The first part grants the permission requested of it by the second part.
- 11. This agreement shall remain in force for a period of 12 months (or) from the date hereon above.

Signed by the second part	
(signature)	
(print name)	
Executed by MIDLAND HOLIDAY PARK pursuant to the requirements of section 127 of the Corp	porations Act 2001
(signed)	
(print name)	
3028 Midland Highway, Lima South Vic 3673	
(address)	
(office held)	