

CASTLE ROCK FARM STAY & RIDE

STAY & RIDE - TERMS AND CONDITIONS

[Your agreement is with the Owners, Castle Rock Farm Stay & Ride Pty Ltd ACN 652 386 180 (referred to as “we”, “us” and “our”), of the property 1431 Wybong Road, Castle Rock NSW 2333 (“the Property”). References to “you” and “your” in these Terms and Condition are references to the person making the booking and all members of the holiday group staying at the Property. “Riding” refers to motorbike, quad bike and/or ATV riding.]

RULES OF ENTRY

1. Prior to entry to the Property, all guests must sign & return this ‘*Stay & Ride Agreement*’ and the ‘*Liability Waiver*’.
2. If any persons within your group are bringing motorbikes/ATV’s, every person in that group must sign and return the ‘*Liability Waiver*’ whether you are riding or not.
3. Entry to the Property and/or riding without providing the signed *Stay & Ride Agreement and Liability Waiver* will be treated as trespassing and you will be required to leave the Property immediately.
4. Only guests who have booked, had their booking confirmed, paid in full, have their name listed on the *Guest Form*, signed & returned the *Stay & Ride Agreement and Liability Wavier* will be permitted to enter the Property and ride.

RULES OF STAY

By making a booking, you agree and acknowledge:

1. YOU MUST provide details of all members of your group who will be staying at the Property at time of booking (this is done by the person who makes the booking)
2. NO EXTRA GUESTS other than those listed as members of your group on the *Guest Form* will be permitted to enter the Property during your stay.
3. YOU MUST provide us with a signed copy of these Terms and Conditions & the Liability Waiver prior to check-in. If you have not signed and returned a copy of these Terms and the Liability Waiver prior to check-in you will not be permitted to enter the Property and will be treated as trespassing on the Property if you do enter.
4. YOU MUST provide us with a copy of your driver's licence prior to or on check-in, if requested.
5. Upon arrival and during your stay, if you are found to have provided false information to us, you will be in breach of these Terms and Conditions you will be required to leave the Property immediately. No refund will be given in these circumstances.
6. NO PARTIES of any kind to be held at the Property including but not limited to bucks parties or schoolies parties. We do allow other meaningful celebrations, please advise on booking if you have a celebration.
7. The Property is under video surveillance by external cameras for security purposes only.
8. Most times there will be a family member staying on the farm during your stay. Either in the shed/granny flat or camping down by the dam with family/friends. We may be attending to farm work on the property or riding the tracks. Please don't hesitate to ask any questions.
9. NO PETS allowed.
10. NO SMOKING inside the house.
11. TANK WATER IN USE. Please keep water usage to a minimum.
12. CHILDREN – No responsibility will be taken for children staying at or visiting the Property. You must supervise children carefully always taking into consideration fencing, pool, dams, stairs and verandas.
13. ELECTRIFIED FENCE – the fence line that runs up the right hand side of our property is electrified. Electros flow around next doors property – so when it comes around to our shared fence line if you touch the fence you may be 'zapped'. Please inform your children not to touch that particular fence line. The rest of the fencing on our property is not electrified.
14. KEEP GATES CLOSED – Do not open any gates on the Property as we have livestock. Instead, please use the cattle grid behind sheds to enter tracks.
15. ALL DAMS OFF LIMITS – All dams are off limits. Please do not enter the water in our dams, no swimming or entering the water is allowed as we are not covered by Insurance for this activity. Please use pool for swimming.
16. YOU WILL keep and leave the Property and items on the Property in good condition.
17. YOU ARE LIABLE for any stolen items from the Property and any damage to the Property and/or any items on the Property. Your "damage deposit" of \$1000 will be applied in payment of any damage caused by you and members of your group during your stay. If the damage exceeds the damage deposit, the balance of the cost of repairs must be paid by you.

18. To the maximum extent permitted by law, WE ARE NOT LIABLE for any direct or indirect, incidental, consequential, special or exemplary damages or for any damages for death, personal or bodily injury, emotional distress or damage to property, arising out of or in connection with your stay. This limitation applies to all of our affiliates, officers, directors, employees and agents and applies to all claims for damages including negligence even if we have been advised of the possibility of such.
19. As this is our family home, we ask that you treat it like your own with respect. If everyone does the right thing we can all enjoy what this awesome property has to offer! Please don't spoil it for everyone!
20. ALL GUESTS MUST COMPLY with these Terms and Conditions. Any guest who does not comply will be asked to leave the Property immediately. No refund will be given in these circumstances.

RULES OF RIDE

Your safety is our priority. However, if you engage in riding, you expressly acknowledge:

1. ALL RIDERS must complete and sign our Liability Waiver Agreement prior to entry onto the Property and prior to riding. Any rider under the age of 18 years old must have the Liability Waiver Agreement signed by a parent or guardian.
2. Riding is dangerous and you are at risk of danger, injury and death.
3. Your bikes and/or equipment may be damaged or destroyed.
4. You must prepare your bikes and equipment carefully as poorly maintained bikes and equipment may cause accidents.
5. While riding, you must wear a helmet, goggles, covered in boots and gloves. It is recommended you also wear protective clothing, off-road motorcycle boots, elbow guards, body armour, kidney belt, knee-guards, nylons, spine protector, neck pad, knee braces and hydration pack.
6. All tracks on the Property are strictly ONE WAY only.
7. YOU ACCEPT the Property in its current condition with all or any defects, hidden or exposed.
8. There are DANGERS AND HAZARDS on the Property including but not limited to wildlife, trees, dams, deep banks, holes, rocks, gullies, hills, jumps, ruts, bumps, livestock, fences with metal and timber, gates and cattle grids on the Property. There may be no warning signs indicating those dangers and hazards. The dangers and hazards may vary without warning.
9. STAY ON THE TRACKS at all times to avoid Hazards.
10. DO NOT turn back, cut tracks or make new tracks.
11. RESPECT OUR LIVESTOCK. Slow down around livestock. They will make their way off the tracks and out of your way.
12. DO NOT ride alone.
13. SUPERVISE CHILDREN at all times when riding.
14. YOU MUST NOT ride or drive any vehicle on the Property if you have consumed alcohol.
15. NO RIDING OR DRIVING any vehicle on the property after dark.

16. RIDE TO YOUR OWN ABILITY. Do not attempt tracks or jumps beyond your ability.
17. ALL RIDERS RIDE AT THEIR OWN RISK. We strongly recommend you seek legal, medical and insurance advice prior to riding.
18. WE RECOMMEND you hold a current policy of insurance in your name including but not limited to ambulance cover, private health insurance, third party insurance, comprehensive motorcycle insurance, personal injury insurance, permanent disability and income protection insurance and life insurance.

SAFETY & FIRST AID

- For basic First Aid, we have a First Aid kit on site.
- Please note – mobile phone coverage is only available in certain areas on the Property. Each phone provider coverage is different. The best areas for phone coverage are in the house/loungeroom, on the front deck and pool deck, at the front gate and at the far top corner of the property (near road).

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ENTRY INDEMNITY & WAIVER

I acknowledge that by signing this Indemnity & Waiver that I have read all four pages of the Stay & Ride Terms and Conditions and agree to the terms. I agree that I enter Castle Rock Farm Stay & Ride at 1431 Wybong Road, Castle Rock NSW (“the Property”) entirely at my own risk. I accept the venue as it stands with all and any defects, hidden or exposed.

I agree that my entry to the Property is subject to the condition that I indemnify and hold harmless all persons having any connection with the promotion, organisation or conduct of the Property including the owners of the Property for or in respect of or arising out of my death or any injury, loss or damage to me or my possessions whether caused by negligence, lack of care, breach of contract or in any other manner whatsoever.

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Signature (if under 18 parent/guardian to sign)

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Print Name

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Date