



Bestbrook Mountain Resort
9790 Cunningham Hwy
Maryvale QLD 4370
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Bestbrook Mountain Resort
Confidential mountain bike, motorcycle/quad rider, 4 x 4 and off road vehicle
driver Application and Medical History Form

(Office use only)

Day Visitor/House Guest. Quoted: \$..... Paid: \$..... CHARGE CARD # _____

(Please print)

NAME (Rider/Driver):

AGE: (if under 18); Over 18 (check box). **Date of Birth:**/...../.....

Address:

Suburb/Town: **Postcode:**

Phone: **Work:** **Home:** **Mobile:**

Email: Gender: **M F**

How did you hear about us:

(Please circle as appropriate)

I am applying to ride/drive a bicycle, motorcycle/quad/vehicle at Bestbrook Mountain Resort and I agree to the following terms and conditions:

- I will only ride/drive the bike/quad/vehicle in a safe and controlled manner.
- I will wear an Australian Standard Approved helmet and the correct footwear, clothing and safety protection at all times if riding a bike or quad.
- I will read and follow all signs on the property and follow all the staff's instructions.
- I understand that horses always have right of way & noise must be reduced when approached.
- I agree not to create any disturbance or discomfort to other guests especially in camping areas, cabins and golf course and only ride /drive in designated areas.
- All riders/drivers under 18 years of age must be under adult supervision at all times.
- Motorcycles/Quads will not be ridden between 4 pm & 8 am for recreational purposes.
- I consent to being evacuated & to the provision of first aid & medical treatment if I am injured or become ill.
- I agree to pay for any such evacuation or provision of first aid or medical treatment.
- Tracks are provided for your enjoyment & safety deviation from them is extremely dangerous as there are large cliffs, it may also be difficult to locate you if there in an emergency.
- Most tracks are two way unless signposted otherwise, please observe road rules.
- There is a **Speed Limit** of **20 kph** all over the property.
- All gates must be left as found, if closed then close it, if open then leave it open.
- No motor vehicles are to be operated by a person under the influence of alcohol or drugs.
- In wet weather all tracks become treacherous it is strongly recommended that you do not use any of the tracks after rain. Anyone ignoring this warning and getting stranded will incur a vehicle recovery charge.
- Bestbrook may cancel my ride/drive without refunding any fee if I do not comply with any of these terms & conditions.
- I understand that riding/driving a bicycle, motorcycle/quad/vehicle can be dangerous.

The following information is intended to assist Bestbrook Mountain Resort in case of any emergency with you/your child.

Emergency Contacts:

Name	Relationship to rider	Home No.	Work No.	Mobile
*To be completed if rider is under 18	*Parent/guardian			

Please circle if you (or your child) suffer from any of the following:

Any pre-existing medical or other condition that may affect **the rider** or put other people at risk:

Asthma, Diabetes, Epilepsy, Fits, Fainting, Dizziness, Blackouts, Migraines, Disability, Heart, Blood Condition, Back problems, Pregnancy, Uneven Pupils, Recent Injuries, Medications.

Other.....

Allergies:

Describe:

Describe reaction:

Consent to Medical Attention

I authorise the staff in charge to administer first aid and call an ambulance if necessary for the medical attention of myself/my child. I agree to bear any cost thereby incurred.

Signature of Applicant:Date:

Signature of Parent/Guardian:Date:

(if rider/driver is under 18 years of age)

Name of Parent/Guardian: (Please print)

**In the event of an accident or emergency please notify reception on
4666 1282 and or call 000
Property address 9790 Cunningham Highway Maryvale QLD 4370**

Privacy Statement – Privacy Act 1998

By completing this form you are supplying Bestbrook Mountain Resort with personal information about yourself. This information is needed to ensure your safety during your time with us. Bestbrook Mountain Resort is required to collect this information by our insurance company and by the department of Workplace Health and Safety. This information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above.

**LIABILITY WAIVER FORM
EXCLUSION OF CERTAIN RIGHTS TO SUE**

The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances, {or might reasonably be expected to achieve the result you have made known to the seller}

Name and address of Provider

TYCHO PTY LTD trading as BESTBROOK MOUNTAIN RESORT

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure which involves a significant degree of physical risk. The Provider acknowledges that they are providing Recreational Services detailed below which means; providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person's participation in a recreational activity.

The Participant hereby acknowledges that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The participants also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

Description of Recreational Services

Horse riding including, lessons, pony rides, trail rides and other horse related activities. Off road & 4x4 driving, trail/motor bike & quad riding. Bicycle riding. Bush walking, camping, bush golf, fishing, swimming, tennis, orienteering, general activities.

Steps taken by Provider to avoid the danger of personal injury or death.

Instructions written and verbal, signs, staff training, maintenance schedule of Bestbrook riding tack and equipment, maps, general rules, emergency procedures and evacuation plans.

The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that the Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

Declaration and signature

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may cause my and or my dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants personal injury or death that result from any negligence caused by the Provider.

Signature of Participant and parent/guardian if participant is under 18

	Address	
	<hr/> <hr/> <hr/> <hr/> State: _____ Post Code: _____	
Printed name (s)		
		Participant
		Parent/guardian