

Marnong Estate

Account name | Marnong Estate Pty Ltd ABN |
12618024981
Address | 2335 Mickleham Road Mickleham Victoria Australia 3064
Phone | (03) 9216 3300
Email | accounts@marnongestate.com



WAIVER AND RELEASE FROM LIABILITY FOR PETTING ZOO AND ANIMAL RIDES

This form must be completed by any person attending or entering the Petting Zoo at Marnong Estate, 2335 Mickleham Road, Mickleham VIC 3064.

I accept and acknowledge the following.

1. I hereby waive and release, indemnify, hold harmless and forever discharge Marnong Estate Pty Ltd (**Marnong**), and its owners, operators, employees, agents, volunteers, officers, directors, from any and all claims, demands, debts, expenses, causes of action, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have arising from or in any way related to participating in any events or activities conducted by, on the premises of, or for the benefit of Marnong Estate.
2. I understand that I will be in direct contact with animals that include but are not limited to camels, chickens, cows, donkeys, goats, horses, llamas, ponies, rabbits, sheep etc and animals can act in a sudden and unpredictable way and may cause serious injuries or death.
3. I understand that animals, may react in an unpredictable way to sounds, sudden movements, people, or other animals that could result in serious injuries or death and damage to personal property.
4. I agree and acknowledge that to the maximum extent permitted by law, Marnong Estate (and its related entities and their owners, operators, employees, agents, volunteers, officers, directors) will not be responsible for any loss, damage, harm or injury arising from the Petting Zoo.
5. I assume all risk and take full responsibility for myself and any minors under my care and waive any claims of personal injury or death, or damage to personal property that I or my dependant may have against Marnong Estate, in relation to entering the Petting Zoo and observing or engaging with the animals.
6. I agree to observe and abide by all verbal and visual warnings and directions and will not enter any unauthorised or restricted areas and if I am participating in any animal rides, I agree to wear a helmet at all times and obey any additional instructions or directions.
7. I acknowledge and agree that all minors must be supervised by an adult who must also ensure that they abide by the terms and conditions of this WAIVER and RELEASE.
8. This WAIVER and RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER and RELEASE. The provisions of this WAIVER and RELEASE will continue in full force and effect even after termination of the activities conducted by, on the premises of, or for the benefit of Marnong Estate.

9. I have read, understand and fully agree to the terms of this WAIVER and RELEASE and confirm that I have read and explained this WAIVER and RELEASE to any minors under my care attending or entering the Petting Zoo. I agree that this waiver shall be governed in all respects and interpreted in accordance with the laws of Victoria.

10. I understand that by signing this WAIVER and RELEASE that my dependant and I have waived our future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER and RELEASE of all liability to the full extent of the law.