



FERNHILL TOUGHMUDDER CAMPING

ASSUMPTION OF RISK, RELEASE AND WAIVER

I (full name) _____

of (residential address) _____

will be camping at Fernhill Estate, 1041 Mulgoa Road, Mulgoa, 2745 over the weekend of 13 and 14 April 2013 in conjunction with the ToughMudder event.

I agree to conduct myself with great regard for my own and others safety and to abide by the Fernhill Camping Rules.

I further understand that Fernhill Estate and its representatives, officers, Agents or employees, hereinafter the "Released Parties," do not provide liability insurance, or otherwise indemnify us against injuries or any other liabilities arising from our participation in these activities.

In consideration of us being permitted to camp at Fernhill Estate, we EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH sustained during or that may result from participating in this event whether or not caused by the negligence of Fernhill Estate, ToughMudder or the RELEASED PARTIES.

We hereby release, agree to defend, hold harmless, indemnify and discharge Fernhill Estate and the Released Parties from any and all liability claims, demands or causes of action that we may have for injuries and/or damages arising out of our participation in the event or camping, including but not limited to, losses CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF OURSELVES AND/OR FERNHILL ESTATE OR THE RELEASED PARTIES.

We further agree that WE WILL NOT SUE OR MAKE A CLAIM against FERNHILL ESTATE or the RELEASED PARTIES for any damages and/or other losses sustained as a result of our participation in the event or camping on the property.

I HAVE READ AND UNDERSTAND AND AGREE TO THIS ASSUMPTION OF RISK, RELEASE AND WAIVER STATEMENT, AND I SIGN THIS STATEMENT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING, AND I SIGN THIS STATEMENT OF OUR OWN FREE WILL.

Signed: _____

Date: _____