

## Macas Camping Ground Rules and Procedures

1156 Main arm Rd UPPER MAIN ARM NSW 2482

ABN: 35 630 320 663

It is the conditions of entry into Macas Camping Ground that all Campers, visitors or any others on the property agree to abide by these rules, procedures and assent to the damages/liability waiver below, and to any and all other reasonable request made by Management.

1. The Camper shall not behave in any way which may be illegal or injurious to the reputation of the Campground.
2. Any Camper who is substantially affected by alcohol and/or any other substance, be it legal or illegal, will be asked to leave the Campground without warning or delay.
3. All Campers must immediately register their presence in the Campground by scanning the QR codes which are provided in a number of locations in the communal areas and noticeboards. This is required both when checking in and checking out of the Campground. This record is kept in accordance with Covid-19 regulations. Your physical street address may be provided to the local council under NSW State government law and regulation.
4. Any Camper who is a nuisance or acts in a manner that is in any way offensive or threatening to either the Management or other Campers or visitors on the Campground will be asked to leave the Campsite immediately. Contravention of any of the Campground rules will also result in immediate eviction from the Campsite.
5. Campers must leave both their Campsite and any communal areas clean and tidy at all times. A cleaning fee will be levied on Campers for any breach of this rule after a single warning has been issued to the camper.
6. All loud noise, be it loud conversation, music or any other type of noise, made by campers, must be controlled at all times and is not allowed between the hours of 9pm and 8am ie. overnight.
7. All pets must be kept under control at all times and their waste cleaned up by the pet owner immediately. This means dogs must be on a leash at all times in the Campground and are expressly not allowed to defecate freely in the Campground. No pets are allowed in the amenities area.
8. Rubbish must only be deposited in the rubbish bins provided in the amenities area.
9. Children in the Campground are not allowed to play in the showers and toilets at any time.
10. Campers agree that they will not stay in the Campground for any longer than either the owners or managers of the campground agree to. In no way whatsoever do the owners or managers of the Campground agree to any form of residential tenancy in the Campground. No Camper is to claim longer term tenancy of any description. Only short term camping is permitted. Any Camper can be required to leave the campground upon request by any person with authorisation and without notice. The owners and managers have the right to remove both the Camper or Campers and remove and dispose of all of the Campers possessions, goods and chattels (without any exclusions) from the campground by any means possible once permission to be on the c Campground is removed. Campers also agree that once permission to remain on the Campground is removed, Campers then consent to be subject to the provisions of NSW trespass laws.
11. The speed limit of any vehicle in the Campsite cannot exceed 10km/h at any time.
12. Fires are only permitted in the fire buckets provided.

In the event of an emergency, either fire, flood or any other event, please follow the procedure below:

1. Once notified of an emergency event, either verbally by Campsite Management or relevant authority eg. NSW Police, or upon hearing 3 1 second bursts of an air horn, please congregate in the signposted Emergency Assembly area near to the rubbish bins next to the amenities block and/or follow the verbal instructions provided to you.
2. Carefully follow all instructions, including any evacuation instructions, issued either by Campsite Management or relevant authority eg. NSW Police.

**Whatever you do in the Campground please consider your fellow campers, especially if there are children around :)**

## Damages/Liability Waiver

It is contingent on the person making a booking at Macas Camping Ground to inform all other persons included in the booking and/or any visitors that the following damages waiver is binding on all person included in the booking and/or any visitors .

It is required that the link relating to he campground rules, procedures and damages waiver ([https://booking.macas.a2hosted.com/includes\\_macas/campsite-rules-procedures.pdf](https://booking.macas.a2hosted.com/includes_macas/campsite-rules-procedures.pdf)) or a printed copy of the campground rules, procedures and damages waiver be provided to all persons in the booking party and/or any visitors by the person making the booking on their behalf.

Should any person in the group not wish to agree to or be bound by the rules, procedures or damages waiver described herein, they should elect to camp elsewhere and not partake of any activity in or around the campground.

All persons included in the booking and/or any visitors must have read the following waiver and agree to its terms.

It is understood and agreed that the term 'all persons included in the booking' includes any visitors to the campground.

It is understood and agreed that the time-frame for which this waiver applicable for, is not constrained by the booking arrival and/or departure date and that Macas Camping Ground is legally designated as a primitive campground, and is a primitive campground both by intent and design.

### **Assumption of Risk.**

All persons included in the booking understand that participating in any activity, including any high risk activity, in the campground or any activity organised by the campground, its officers, trustees, agents, employees or volunteers which may occur on the campground itself or at any other location external to the campground, entails inherent risks, including risk of physical injury,

All persons included in the booking should assess any activity they wish to undertake, ask any questions they wish to have answered in relation to any activity they wish to undertake and ensure all such questions have been answered to their satisfaction.

All persons included in the booking voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained as a result of undertaking any campground related or campground organised activity, unless caused by the gross negligence or wilful misconduct of the campground, its officers, trustees, agents, employees or volunteers.

### **Liability Release.**

All persons included in the booking voluntarily agree they will not sue the campground and release the campground from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by any person included in the booking or to any property belonging to any person included in the booking , arising from any activity while in the campground or where any activity is being conducted by the campground, its officers, trustees, agents, employees or volunteers at any other location external to the campground, excepting for those claims arising from the gross negligence or wilful misconduct.

### **Indemnification.**

All persons included in the booking voluntarily agree to indemnify and hold harmless the the campground, its officers, trustees, agents, employees or volunteers from and against any loss, liability, damage or costs, including court costs and legal fees, that the campground may incur arising from involvement in any activity, excepting for those claims arising from the gross negligence or wilful misconduct.

### **Inherent Risks**

By participating in any activities all persons included in the booking may be exposed to several inherent risks, including but not limited to those listed here: Burns from Camp Fires, Cuts, Diarrhoea, Flu-Like Illness, Falling Timber could cause a Concussion, Collision, Falling, Hypothermia, Sunburn, Heatstroke Dehydration, Drowning, Minor or Severe Physical Injury, Death, Environmental

Risks & Hazards which can include, but not limited to Insects, Snakes, Predators including large animals, Falling/Rolling Rocks, Lightening, Unpredictable Forces of Nature.

**Warranty of Fitness, including Physical Fitness.**

All persons included in the booking warrant that they are physically fit and in a condition that will allow them to participate fully in any activity.

All persons included in the booking understand the campground has not made, nor will make, any investigation into any persons physical fitness or ability to participate in any activity, and the campground is relying on the provided warranty of physical condition.

All persons included in the booking assume full responsibility for payment of medical expenses incurred as a result of participation in any activity.

**Emergency Medical Treatment.**

All persons included in the booking grant the campground permission to authorise emergency medical treatment as it deems appropriate.

All persons included in the booking understand and agree that the campground assumes no responsibility for any injury or damage that might arise out of or in connection with such authorised emergency medical treatment.

**Intent.**

All persons included in the booking also agree that this waiver will bind the members of family and spouses, estates, heirs, administrators, assigns, and personal representatives. It is also agreed that this waiver and any claim arising from participation in any activity shall be construed in accordance with the laws of the State of NSW, without regard to its conflict of laws provision.

In the first instance, the courts in Byron Bay, Tweed Heads or Ballina shall be the forum for any lawsuits arising from any activity or incident to this waiver. The terms of this waiver shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.