

ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

I, the undersigned, acknowledge and agree to the following terms with Brushy Point Pty Ltd (“the Company”), also known as Sea Eagle Point, located at 540 Coomba Road.

(a) Risk Acceptance: I am fully aware of and voluntarily accept all risks associated with being on the property, including but not limited to unfenced dams, sheds, native and domestic animals (horses, donkeys, cows, dogs), and participation in activities such as Pickle Ball, tennis, volleyball, badminton, ball games, boating, fishing, swimming, bushwalking, cycling, use of hammocks and fire pits, and any other leisure activities I choose

Safety Rules: The outdoor water tub must be covered (with the lid down) when not in use; children may only use the tub under adult supervision; climbing the water tank or windmill towers is prohibited; security lights and cameras are in place.

(b) No Reliance on Representations: To the fullest extent permitted by law, I confirm that I have not relied on any warranty or representation made by or on behalf of the Company regarding the risks or my participation in activities.

(c) Responsibility for Guests: I accept full responsibility for any person I bring onto the property, whether known or unknown to the Company.

(d) Release and Indemnity: I release and indemnify the Company from all Claims for Loss made by me or any third party, including but not limited to death or bodily injury, loss, destruction or damage to property, or economic loss, arising from my or their presence on the property or participation in any activities.

(e) Reliance by the Company: The Company has relied on the above acknowledgements, release, and indemnity in permitting my participation in activities.

DEFINITIONS

“Claim” means any claim, allegation, suit, action, demand, cause of action, or proceeding, regardless of: (i) when it arises; (ii) whether actual or contingent; (iii) whether made under contract, tort (including negligence), equity, statute, or otherwise.

“Loss” means actual or contingent damage, debt, loss, penalty, fine, expense, liability, or costs (including legal costs on a solicitor/client basis and investigative costs).

SIGNATURE SECTION

Signature:

Date:

Full Name:

Residential Address: