Camping Waiver, Release and Acknowledgement of Risk (Camping Only, No Shooting)

Pig Creek Homestead Pty Ltd (ABN 94 635 523 385), trading as Primal Pastures Tasmania Mangana TAS. Postal: PO Box 404, Fingal TAS 7214 Version 1.5, 22 October 2026

Please read this whole document before you sign. It affects your legal rights. Every camper aged 18 or over must sign their own copy, and a responsible adult must sign for each camper under 18. You can ask us any question about it before you sign.

1. Who this is between

In this document:

- **"we", "us" and "our"** means Pig Creek Homestead Pty Ltd, trading as Primal Pastures Tasmania.
- **"the Released Parties"** means us, our directors, employees, contractors, volunteers and agents, William Russell as land manager, and the owners and occupiers of every property you are allowed to camp on or cross under your booking.
- **"the Property"** means all land you are allowed to be on under your booking, including Pig Creek and the neighbouring leased land. William Russell manages all of this land.
- **"you"** means the person signing this document. If a responsible adult signs for a person under 18, the rules in this document apply to that young person, and the adult agrees to them on their own behalf.
- **"the Activity"** means camping on the Property and everything connected with it, including travel on the Property, the induction, walking, campfires and being on the Property for any reason under your booking.

2. Your booking

This is a **camping only** booking. **No shooting or hunting of any kind is allowed.** Firearms must not be taken out of vehicles at any time.

Each booking is for one group only, for the dates booked. A booking does not give you any exclusive or ongoing rights to the land, any lease or any interest in it. Your group is the only booking on the Property that night. We may host a different group on other nights. Your group lead must make sure every member has read and signed this document and completed the induction before setting up camp.

3. Camping on a working farm is risky: risk warning

The Property is a working farm. Camping and moving around on it carries a real risk of **serious injury, permanent disability or death**, and of loss or damage to property. The risks include, but are not limited to:

- **shooting nearby:** we may carry out our own shooting and pest control on the Property, by day or night, including spotlighting, and shooting may occur on neighbouring land. Stray or long-range shots are possible;

- livestock, including cattle and pigs, which can kick, charge, bite or knock you down;
- farm vehicles, including UTVs, quad bikes and tractors, in use on tracks and paddocks at any time;
- steep, rocky, uneven or slippery ground, holes, swales, fallen timber, fences and gates;
- creeks, dams and other water, which can be deep, cold, fast or contaminated. Do not drink untreated water;
- snakes, insects and wild animals, including bites and stings;
- heat, cold, rain, wind, snow and sudden weather changes;
- fire danger, including bushfire and campfire escapes;
- poor light and darkness;
- fatigue, dehydration and existing medical conditions;
- remoteness: help may be a long way off, and phone coverage may be poor or absent across much of the Property;
- no on-site services or facilities: there is no water, power, toilets or showers. You must bring all of your own supplies and facilities.

Camping on a working farm is a dangerous recreational activity. Many of these risks are **obvious risks**. Under the Civil Liability Act 2002 (Tas) we are not liable for harm caused by an obvious risk of a dangerous recreational activity, whether or not you were aware of the risk. Some of these risks cannot be removed even when everyone takes reasonable care.

4. You take part by choice

You choose to take part in the Activity. You confirm that:

- you are physically and mentally fit to camp in remote rural conditions, and you will tell us before you arrive about any condition that could put you or others at risk;
- you will bring all of your own supplies and facilities, including shelter, clothing, drinking and washing water, food, power, toilet arrangements, first aid kit and any firewood (unless you buy camper firewood from us), because none are provided;
- you camp at your own risk, and you will take all of your rubbish with you when you leave.

5. Staying safe around hunting

- While you are camping on the Property, we may carry out our own shooting and pest control, by day or night, including spotlighting. At the site induction we will show you the areas where we will be active. Stay out of those areas.
- Shooting may also occur on neighbouring land.
- You must stay within the marked camping areas and on the tracks shown at induction. Do not walk into paddocks, bush or areas the induction marks as off limits.
- Wear high-visibility clothing when we ask you to, including when moving around at dawn, dusk or night.
- Stay at camp after dark unless the induction says otherwise.
- Music is permitted in the Fonthill Farm camping areas.
- If you hear shooting close by or feel unsafe, move away from the direction of fire, stay low behind solid cover and contact us.

6. Induction and directions

You may set up camp in the camp setup area before the induction. Every member of your group must then complete our induction. Until the induction is done, there is no shooting, and any

firearms stay unloaded and cased. The induction covers the boundaries of the Property, the marked camping areas, the areas where we will be shooting or carrying out pest control, livestock and infrastructure, access tracks and gates, campfire rules, emergency procedures and how to contact us.

You must follow all directions from us, William Russell and our staff at all times, including a direction to leave the Property. If you break a safety rule in this document or the induction, or commit any other serious breach, we may end your stay straight away, without a refund for the remaining nights.

7. Campfires and fire danger

- No campfires on Total Fire Ban days or when we tell you not to light one. Check the Tasmania Fire Service before lighting.
- Use only the fire sites shown at induction, clear the ground around them and keep fires small.
- Bring your own firewood, or buy a small amount of camper firewood from us for $55. You must not cut or collect any wood or timber on the Property, including fallen timber.
- Never leave a fire unattended, and put it out fully with water before you leave it or go to sleep.
- No fireworks, flares or other fire sources.

8. Animals, vehicles, gates and water

- Do not approach, feed or disturb livestock. Leave every gate as you find it.
- Do not use any farm vehicle or machinery. Give way to farm vehicles at all times.
- Drive only on marked tracks, keep to 20 km/h on all farm tracks and only go where the induction allows.

Guest vehicles. You acknowledge our guest vehicle rules: any UTV, quad or 4WD you bring must be registered or insured; every driver must hold a current licence; helmets must be worn on quads; no passengers on single-seat quads; no one under 16 drives; vehicles stay on marked tracks only and keep to the site speed limit of 20 km/h on all farm tracks; and you must not operate any farm machinery or farm vehicles. You use your own vehicles at your own risk. - Pets must be on a lead or securely contained at all times, and inside your tent or vehicle after dark. - Do not wash, use soap or go to the toilet within 50 metres of any creek or dam.

9. Alcohol and drugs

You must not drive on the Property while affected by alcohol or any drug. Anyone drinking must stay at camp and keep the group's safety in mind, especially around fires and water. We may require anyone we reasonably believe is putting themselves or others at risk to stop or leave.

10. Campers under 18

A person under 18 may camp only if they are accompanied at all times by a responsible adult who is a member of the group, and that adult (a parent, guardian or a responsible adult with the parent's or guardian's consent) has signed this document for them (Section 15). The responsible adult is responsible for the young person's safety and conduct on the Property.

11. Property damage

You are responsible for any loss of or damage to the Property, livestock, fences, gates, water, vehicles, buildings and other infrastructure that you or a member of your group cause, including fire, other than fair wear and tear. You must report any damage or injury to us straight away. We may charge you the reasonable cost of repair or replacement.

12. Release and indemnity

12.1 Release. To the full extent permitted by law, you release and forever discharge each of the Released Parties from all claims, actions and liability for death, personal injury, illness, loss or damage that you suffer arising out of or in connection with the Activity, however caused, including by negligence.

12.2 Indemnity. To the full extent permitted by law, you indemnify each of the Released Parties against any claim made against them by anyone else, and any loss, damage or cost they incur, to the extent caused by your breach of this document or of the law, or by your negligent or wilful acts or omissions, or those of any person under 18 you are responsible for, while on the Property. This indemnity is reduced to the extent that a Released Party caused or contributed to the claim or loss.

12.3 Limits. This release and indemnity do not apply to the extent that the death, injury, loss or damage is caused by the reckless conduct (as described in Section 13) or wilful misconduct of a Released Party, or to any right that the law says cannot be excluded.

12.4 Your heirs. This release binds you, your heirs, executors, administrators and anyone who claims on your behalf.

13. Australian Consumer Law

Our services come with guarantees under the Australian Consumer Law that cannot be excluded, except as this section explains.

We supply camping on the Property for your recreation, enjoyment and leisure. We treat these services as **recreational services** under section 139A of the Competition and Consumer Act 2010 (Cth).

As a term of your booking contract, you agree that our liability for any failure to comply with the guarantees in sections 60, 61 and 62 of the Australian Consumer Law (services supplied with due care and skill, reasonably fit for purpose and supplied within a reasonable time), and your rights under those sections, are excluded, but **only** to the extent that the liability is for:

- (a) death;
- (b) a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease of an individual; or
- (d) the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to, or may result in harm or disadvantage to, the individual or the community.

This exclusion does **not** apply to significant personal injury caused by our reckless conduct. Our conduct is reckless if we were aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person, and we went ahead despite the risk and without adequate justification.

This section does not affect any of your other rights under the Australian Consumer Law, including about your booking payment, refunds, or loss of or damage to your property. If any part of it cannot operate under any law, the rest of this document still applies.

14. General

- If any part of this document is invalid or cannot be enforced, it is read down or removed, and the rest still applies.
- This document is governed by the laws of Tasmania.
- This document applies to the booking dates shown below. We will ask you to agree to it again for each new booking.
- If our camping booking terms say anything different, this document prevails on safety, risk and liability.

15. Acknowledgement and signatures

How to sign. If you are booking for one person, you sign online at booking by entering your full name and date of birth; we record the date, time and the version of this document. If you are booking for a group, print this document, have every camper sign it (and a responsible adult sign for each camper under 18), and bring it to the induction. No one may set up camp until they have signed.

By signing, I confirm that:

- I have read and understood this whole document, and I had the chance to ask questions before signing;
- I understand that this is a camping only booking and no shooting or hunting is allowed;
- I understand that we may carry out our own shooting and pest control on the Property, by day or night, and that shooting may occur on neighbouring land;
- I accept the risks described in Section 3;
- I will complete the induction, stay within the marked camping areas and follow the rules in this document;
- I agree to the release and indemnity in Section 12 and the consumer law exclusion in Section 13;
- I am signing freely.

Booking dates: _____ Group lead: _____

Campers 18 and over (each camper signs for themselves)

#	Full name	Date of birth	Signature	Date
1				
2				
3				
4				
5				
6				

Campers under 18 (responsible adult signs)

I am the parent, guardian or responsible adult for the young person named below. I have read this document, I consent to them taking part in the Activity, and I agree to the release and

indemnity in Section 12 and the exclusion in Section 13 on my own behalf. I understand that this may not stop the young person making their own claim, and I confirm I have explained the risks and rules to them.

#	Young person's full name	Age	Responsible adult name	Relationship	Signature	Date
1						
2						
3						

Induction completed

Induction given by: _____ Signature: _____ Date: _____

Online booking tick box (wording for the booking form)

- [ ] I have read the full Camping Waiver, Release and Acknowledgement of Risk (camping only, version 1.5), I accept the risks, including that we may carry out our own shooting and pest control on the Property and that shooting may occur on neighbouring land, and I agree to its terms, including the release and the Australian Consumer Law exclusion. I accept the guest vehicle rules (registered or insured vehicles, licensed drivers, helmets on quads, no passengers on single-seat quads, no drivers under 16, marked tracks only and 20 km/h on all farm tracks) and that we use our own vehicles at our own risk. If I am booking for a group, I will make sure every camper reads it, and I understand no one may camp until they have signed it themselves at induction. I understand I cannot agree to it on their behalf.