Hunting Waiver, Release and Acknowledgement of Risk

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 1.4, 21 October 2026

Please read this whole document before you sign. It affects your legal rights. Every shooter must sign their own copy before hunting. 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 hunt on under your booking.
- **"the Property"** means all land you are allowed to hunt 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 parent or guardian signs for a person under 18, the rules in this document apply to that young person, and the parent or guardian agrees to them on their own behalf.
- **"the Activity"** means hunting on the Property and everything connected with it, including travel on the Property, the induction, camping, handling firearms and game, and being on the Property for any reason under your booking.

2. Your booking

Each booking is for one group of hunters only, for the dates booked. A booking does not give you any year-round, exclusive or ongoing hunting rights, any lease or any interest in the land. We may host a different group on other nights.

Your group has access for the nights booked only. Your group lead is responsible for making sure every member of the group has read and signed this document and completed the induction before anyone hunts.

3. Hunting is dangerous: risk warning

Hunting on working rural land is a dangerous activity. 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:

- firearm accidents, including being shot by yourself or someone else, ricochets and misfires;
- mistaken identity of a target, and shots travelling further than expected;
- steep, rocky, uneven or slippery ground, creeks, dams, swales, holes, fallen timber and fences;
- vehicles, including driving off road and in the dark;
- livestock, feral and wild animals, including bites, kicks, charges and snakes;

- fire, heat, cold, rain, wind, snow and sudden weather changes;
- poor light, darkness and spotlighting;
- fatigue, dehydration and existing medical conditions;
- handling, cleaning and transporting carcasses, knives and sharp tools, and diseases carried by animals;
- remoteness: help may be a long way off, and phone coverage may be poor or absent.

Hunting is a dangerous recreational activity. Many of these risks are **obvious risks** of hunting. 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 hunt, and you will tell us before you hunt about any condition that could put you or others at risk;
- you will hunt only within your own skill and experience;
- you will bring your own suitable equipment, clothing, water, food and first aid kit;
- if you camp on the Property, you do so at your own risk, and you will take all of your rubbish with you when you leave.

5. Licences, laws and allowed species

You must:

- hold a current firearms licence that covers each firearm you bring, and any game licence the law requires for the species you hunt;
- comply with the Firearms Act 1996 (Tas), all other firearms, hunting, wildlife, animal welfare and biosecurity laws, and our booking terms;
- hunt only the species we have listed for your booking. Feral cats are on that list. Any cat found on the Property outside a dwelling is treated as feral;
- if you shoot a dog, you must tell us immediately and hand over any collar or registration tag, so we can notify the council within 14 days as required by s41 of the Dog Control Act 2000 (Tas);
- hunt humanely and follow up any wounded animal where it is safe to do so;
- not hunt any livestock or any species not listed for your booking;
- carry any written authority we give your group, and show it on request to us or to any authorised officer.

6. Induction and directions

Before anyone hunts, every member of your group must complete our induction. The induction covers the boundaries of the Property, where you may and may not shoot, the location of the dwelling, livestock and infrastructure, access tracks and gates, 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 stop shooting or 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.

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.

7. Firearm safety

You must:

- treat every firearm as loaded at all times;
- positively identify your target, and what is beyond it, before every shot;
- never shoot towards a dwelling, building, vehicle, track, livestock, a person or a skyline;
- keep firearms unloaded and cased until the induction is done, and after that keep them unloaded except when you are actively hunting, including in vehicles and at camp;
- store and transport firearms and ammunition as the law requires;
- wear high-visibility clothing where the induction requires it;
- always know where every other member of your group is.

8. Distance from the dwelling

There is only one dwelling on the Property, and it is William Russell's home. You must not shoot within 125 metres of it unless William Russell has first agreed otherwise with you in writing. The induction will show you where it is. If more dwellings or cabins are built, we will update this document and the induction.

9. Alcohol and drugs

You must not hunt, handle a firearm or drive on the Property while affected by alcohol or any drug, including any medicine that could affect your judgement. No alcohol may be drunk until all firearms are unloaded and stored for the night. We may stop anyone we reasonably believe is affected from hunting.

10. Hunters under 18

A person under 18 may shoot on the Property only if:

- they are at least 14 years old (Tasmanian law allows field shooting by minors only from age 14);
- they hold the current Tasmanian firearms authority that minors need to use a firearm in the field, and have completed the Course in Firearms Safety, as Tasmanian law requires;
- they hold any hunting licence the law requires for the species they hunt;
- they have their own public liability insurance or are covered by the insurance of their parent, guardian or supervising adult;
- they are accompanied and directly supervised at all times by an adult member of the group who holds a full firearms licence, has held it continuously for at least one year, and has public liability insurance; and
- their parent or legal guardian has signed this document for them (Section 16).

The supervising adult is responsible for the young person's safety and conduct on the Property.

11. Insurance

Each shooter must hold public liability insurance that covers hunting on private rural land, for example through SSAA membership or your own policy. You should also consider your own personal accident, ambulance and property insurance. We do not insure you, your firearms, your vehicle or your other property. We may ask to see proof of cover.

12. 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.

13. Release and indemnity

13.1 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.

13.2 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.

13.3 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 14) or wilful misconduct of a Released Party, or to any right that the law says cannot be excluded.

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

14. Australian Consumer Law

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

We supply hunting 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.

15. 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.

16. Acknowledgement and signatures

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 hunting is dangerous, and I accept the risks described in Section 3;
- I hold the licences and insurance this document requires;
- I will complete the induction and follow the rules in this document;
- I agree to the release and indemnity in Section 13 and the consumer law exclusion in Section 14;
- I am signing freely.

Booking dates: _____ Group lead: _____

Shooters 18 and over (each shooter signs for themselves)

#	Full name	Firearms licence held (Y/N)	Insurance (e.g. SSAA or own policy)	Signature	Date
1					
2					
3					
4					
5					
6					

Shooters under 18 (parent or guardian signs)

I am the parent or legal guardian of 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 13 and the exclusion in Section 14 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	Minor's firearms authority held (Y/N)	Supervising licensed adult	Parent or guardian name	Signature	Date
1							
2							

Induction completed

Induction given by: _____ Signature: _____ Date: _____

Online booking tick box (wording for the booking form)

- [ ] I have read the full Hunting Waiver, Release and Acknowledgement of Risk (version 1.4), I accept the risks, 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. I will make sure every shooter in my group reads it, and I understand no one may hunt until they have signed it themselves at induction. I understand I cannot agree to it on their behalf.