

This FULL AGREEMENT has been viewed by PARTICIPANT at:

[https://greenfieldsartgallery.com.au/release form/](https://greenfieldsartgallery.com.au/release_form/) and signature of the paper form acknowledges full understanding of this agreement document.

Between

GREENFIELDS GALLERY

ABN: 71 403 537 046

And:

PARTICIPANT:

Parties

(1) GREENFIELDS GALLERY

Address: 945 Neusa Vale Road, Kin Kin QLD 4571

ABN 71 403 537 046

(2) PARTICIPANT

As per paper form

(3) PARENT/LEGAL GUARDIAN (if Participant is a minor)

As per paper form

(4) GROUP/ORGANIZATION REPRESENTATIVE (if applicable)

Background

- (A) PARTICIPANT desires to participate in various farm activities and experiences offered by GREENFIELDS GALLERY at their farm premises located at 945 Neusa Vale Road, Kin Kin QLD 457. These activities may include, but are not limited to, farm work, animal interactions, farm tours, educational programs, art making, events, exhibitions and other farm-related experiences (collectively referred to as the "Farm Activities").
- (B) GREENFIELDS GALLERY and PARTICIPANT acknowledge and understand that the Farm Activities involve inherent risks and potential hazards, and the presence of natural and man-made obstacles on the farm premises.
- (C) As a condition of participating in the Farm Activities, PARTICIPANT is required to wear appropriate safety equipment, such as helmets, protective clothing, and any other necessary gear, as is appropriate on a farm.
PARTICIPANT shall be responsible for bringing their own equipment.
- (D) The purpose of this Agreement is to establish a liability waiver and release of claims for any injuries, damages, or losses that may occur during PARTICIPANT 's involvement in the Farm Activities. This Agreement outlines the responsibilities and obligations of both parties regarding safety and liability.
- (E) PARTICIPANT acknowledges that their participation in the Farm Activities is entirely voluntary and at their own risk. PARTICIPANT has had the opportunity to review and understand the terms of this Agreement before proceeding.
- (F) This Agreement shall be governed by and construed in accordance with the laws of QUEENSLAND where the farm premises are located.

1. Definitions

Agreement or Liability Waiver and Release Form means this document, including all attachments and schedules, as may be amended from time to time.

Farm Owner/Operator means GREENFIELDS GALLERY the owner and operator of the Farm Premises.

Participant means the individual participating in the Farm Activities, as identified in this Agreement.

- 1.1. If the Participant is a minor, **Parent/Legal Guardian** means the parent or legal guardian of the Participant, as identified in this Agreement.
- 1.2. If the Participants are part of a group or organization, **Group/Organization** means GROUP/ORGANIZATION and **Group/Organization Representative** means the authorized representative of the Group/Organization, as identified in this Agreement.

Farm Activities or **Activities** means all activities and experiences offered by the Farm Owner/Operator on the Farm Premises, including but not limited to farm work, animal interactions, farm tours, educational programs, art making, events, exhibitions and other farm-related experiences (collectively referred to as the "Farm Activities").

Farm Premises or **Premises** means the land, buildings, facilities, and surrounding areas owned or operated by the Farm Owner/Operator for the purpose of conducting Farm Activities.

Safety Equipment means any protective gear, clothing, or equipment recommended by the Farm Owner/Operator for safe participation in the Farm Activities – to be supplied by participant.

Inherent Risks or **Risks** means the inherent dangers and hazards associated with the Farm Activities, including but not limited to farm work, animal interactions, farm tours, educational programs, art making, events, exhibitions and other farm-related experiences (collectively referred to as the "Farm Activities").

Negligence means any act or omission that falls below the standard of care expected in the circumstances and results in harm or injury.

Claim or **Claims** means any and all demands, causes of action, lawsuits, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the Participant's involvement in the Farm Activities.

Injury or **Injuries** means any physical, emotional, or psychological harm, illness, or impairment sustained by the Participant during or as a result of participating in the Farm Activities.

Damage or **Damages** means any harm, loss, or detriment to property, facilities, or equipment belonging to the Farm Owner/Operator or others, caused by the Participant during or as a result of participating in the Farm Activities.

Loss or Losses means any financial or economic detriment, including but not limited to lost wages, medical expenses, and other costs incurred by the Participant or others as a result of the Participant's involvement in the Farm Activities.

Indemnify or Indemnification means the obligation to compensate, defend, and hold harmless another party from any Claims, Injuries, Damages, or Losses.

Release or Waiver means the voluntary relinquishment of a legal right or claim against another party.

2. Assumption of Risk

2.1. PARTICIPANT acknowledges and understands that participating in the Farm Activities involves inherent risks and potential hazards, including but not limited to:

- (a) Interactions with animals, including but not limited to bites, kicks, scratches, and other injuries;
- (b) Exposure to farm equipment and machinery, which may cause injuries or accidents;
- (c) Presence of natural and man-made obstacles on the farm premises, such as uneven terrain, holes, debris, and other hazards.

2.2. PARTICIPANT voluntarily assumes all risks associated with participating in the Farm Activities, both known and unknown, and assumes full responsibility for any injuries, damages, or losses that may occur as a result of their participation.

2.3. PARTICIPANT hereby waives any claims or causes of action against GREENFIELDS GALLERY, its employees, agents, and representatives for any injuries, damages, or losses arising from their participation in the Farm Activities, except in cases of gross negligence or willful misconduct by GREENFIELDS GALLERY.

2.4. PARTICIPANT agrees to indemnify and hold harmless GREENFIELDS GALLERY, its employees, agents, and representatives from any claims, damages, or expenses arising from their participation in the Farm Activities.

2.5. If PARTICIPANT is a minor, PARENT/LEGAL GUARDIAN hereby acknowledges and consents to the assumption of risk on behalf of PARTICIPANT and agrees to the terms and conditions set forth in this Agreement.

2.6. If PARTICIPANT is part of a GROUP/ORGANIZATION, GROUP/ORGANIZATION REPRESENTATIVE hereby acknowledges and accepts the assumption of risk on behalf of GROUP/ORGANIZATION and its members, and agrees to the terms and conditions set forth in this Agreement.

2.7. If any provision of this Assumption of Risk section is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

3. Release of Liability

3.1. Release of Liability. PARTICIPANT hereby releases, discharges, and covenants not to sue GREENFIELDS GALLERY, its officers, directors, employees, agents, representatives, and any other parties involved in the Farm Activities (collectively referred to as the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by PARTICIPANT, or to any property belonging to PARTICIPANT, while participating in the Farm Activities, regardless of whether such loss, damage, or injury is caused by the negligence of the Released Parties or otherwise.

3.2. Assumption of Risk. PARTICIPANT acknowledges and agrees that participation in the Farm Activities involves inherent risks and potential hazards, including but not limited to interactions with animals, exposure to farm equipment and machinery, and the presence of natural and man-made obstacles on the Farm Premises. PARTICIPANT voluntarily assumes all risks and accepts full responsibility for any loss, damage, or injury that may occur as a result of their participation in the Farm Activities.

3.3. Exceptions. Notwithstanding the foregoing, the release and waiver of liability set forth in this Section 3 shall not apply to any loss, damage, or injury caused by the gross negligence or willful misconduct of the Released Parties.

(a) For the purposes of this Agreement, "gross negligence" shall mean an act or omission that constitutes an extreme departure from the standard of care expected of a reasonably prudent person in similar circumstances.

(b) For the purposes of this Agreement, "willful misconduct" shall mean an intentional, knowing, and voluntary act or omission that involves a conscious disregard for a substantial and unjustifiable risk.

3.4. Indemnification. PARTICIPANT agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, actions, causes of action, losses, liabilities,

damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with PARTICIPANT 's participation in the Farm Activities, including but not limited to any claims brought by third parties.

- 3.5. **Scope of Release.** The release and waiver of liability set forth in this Section 3 shall apply to all Farm Activities and any related activities or events on the Farm Premises, as well as any future claims or causes of action that may arise from PARTICIPANT 's participation in the Farm Activities.
- 3.6. **Severability.** If any provision of this Section 3 is held to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.
- 3.7. **Governing Law and Jurisdiction.** This Section 3 shall be governed by and construed in accordance with the laws of QUEENSLAND where the Farm Premises are located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

4. Indemnification

- 4.1. **Indemnification Obligation.** PARTICIPANT , on behalf of themselves, their heirs, executors, administrators, and assigns, hereby agrees to indemnify, defend, and hold harmless GREENFIELDS GALLERY, its officers, directors, employees, agents, representatives, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees and court costs) (collectively, "Claims") arising out of or in connection with PARTICIPANT 's participation in the Farm Activities, including, but not limited to, Claims for personal injury, property damage, or any other losses or damages resulting from PARTICIPANT 's actions, omissions, or negligence during the Farm Activities.
- 4.2. **Scope of Indemnification.** The indemnification obligation set forth in Section 4.1 shall extend to Claims made by PARTICIPANT , their family members, heirs, or any third parties, and shall include Claims arising from PARTICIPANT 's failure to follow safety instructions or comply with the rules and regulations established by GREENFIELDS GALLERY for the Farm Activities.
- 4.3. **Exclusions and Limitations.** Notwithstanding the foregoing, PARTICIPANT 's indemnification obligation shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnified Parties.

- 4.4. Survival of Indemnification. The indemnification obligations set forth in this Section 4 shall survive the termination or expiration of this Agreement and shall continue in full force and effect.
- 4.5. Indemnification Procedure. In the event of any Claim for which indemnification is sought, the Indemnified Parties shall promptly notify PARTICIPANT in writing of such Claim, and PARTICIPANT shall have the right to assume the defense thereof with counsel reasonably acceptable to the Indemnified Parties. The Indemnified Parties shall cooperate fully with PARTICIPANT in the defense of any such Claim.
- 4.6. Insurance Requirements. PARTICIPANT shall maintain adequate insurance coverage, including personal liability insurance, to support their indemnification obligations under this Agreement.
- 4.7. Severability. If any provision of this Section 4 is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Section 4, which shall remain in full force and effect.

5. Safety Rules and Regulations

5.1. Compliance with Safety Rules and Regulations

- (a) PARTICIPANT agrees to comply with all safety rules, regulations, and instructions provided by GREENFIELDS GALLERY or their authorized representatives while on the Farm Premises and during the Farm Activities.
- (b) Failure to comply with such safety rules, regulations, and instructions may result in immediate removal of PARTICIPANT from the Farm Activities and Farm Premises.

5.2. Use of Safety Equipment

- (a) PARTICIPANT must wear appropriate safety equipment, such as helmets, protective clothing, and any other necessary gear, as determined by GREENFIELDS GALLERY, at all times during the Farm Activities, unless otherwise instructed.
- (b) GREENFIELDS GALLERY shall provide the necessary safety equipment, or PARTICIPANT shall be responsible for bringing their own equipment, as specified by GREENFIELDS GALLERY.
- (c) PARTICIPANT is responsible for ensuring the proper fit and use of the safety equipment.

5.3. Hazard Awareness and Avoidance

- (a) PARTICIPANT must be aware of and avoid potential hazards on the Farm Premises, including but not limited to farm machinery, equipment, animals, and natural obstacles.
- (b) PARTICIPANT must follow all warning signs, barriers, and instructions regarding restricted areas or hazardous zones.

5.4. Supervision and Guidance

- (a) PARTICIPANT must follow the instructions and guidance provided by GREENFIELDS GALLERY or their authorized representatives at all times during the Farm Activities.
- (b) PARTICIPANT must not engage in any activities or enter any areas on the Farm Premises without proper supervision or authorization.

5.5. Reporting of Incidents or Concerns

- (a) PARTICIPANT must immediately report any incidents, accidents, injuries, or safety concerns to GREENFIELDS GALLERY or their authorized representatives.
- (b) Failure to report such incidents or concerns may result in additional risks or liabilities.

5.6. Alcohol and Substance Use

- (a) PARTICIPANT must not consume alcohol or any illegal or controlled substances before or during the Farm Activities.
- (b) GREENFIELDS GALLERY reserves the right to remove any PARTICIPANT suspected of being under the influence of alcohol or any illegal or controlled substances from the Farm Activities and Farm Premises.

5.7. Adherence to Farm Rules and Policies

- (a) PARTICIPANT must adhere to all farm rules, policies, and procedures, including but not limited to animal handling guidelines, biosecurity measures, and environmental protection protocols, as provided by GREENFIELDS GALLERY or their authorized representatives.

5.8. Assumption of Risk

- (a) PARTICIPANT acknowledges and accepts the inherent risks associated with the Farm Activities, even when following all safety rules and regulations.

5.9. Indemnification and Release of Liability

- (a) PARTICIPANT agrees to indemnify and hold harmless GREENFIELDS GALLERY from any claims, damages, or losses arising from PARTICIPANT 's failure to follow the safety rules and regulations outlined in this Section 5.

6. Medical Treatment

- 6.1. Consent to Medical Treatment. PARTICIPANT hereby grants consent to receive emergency medical treatment in the event of injury or illness arising from or related to PARTICIPANT 's participation in the Farm Activities. This consent extends to any necessary transportation, hospitalization, and medical procedures deemed necessary by medical professionals.
- 6.2. Medical Costs and Insurance.
 - (a) PARTICIPANT acknowledges and agrees to be solely responsible for any and all medical expenses, including but not limited to ambulance fees, hospital charges, physician fees, and any other related costs, incurred as a result of injury or illness sustained during or in connection with the Farm Activities.
 - (b) PARTICIPANT is advised to have adequate personal medical insurance coverage or to bear the costs themselves.
 - (c) GREENFIELDS GALLERY shall not be responsible for any medical expenses incurred by PARTICIPANT .
- 6.3. Release of Medical Information. PARTICIPANT authorizes the release of medical information to GREENFIELDS GALLERY and any relevant third parties, such as insurance providers and medical professionals, for the purpose of providing medical treatment and processing any related claims. This release is subject to applicable privacy laws and regulations.
- 6.4. Emergency Contact Information. PARTICIPANT shall provide emergency contact information, including the name, relationship, and contact details of a person to be notified in case of an emergency.
- 6.5. Acknowledgment and Assumption of Risk.
 - (a) PARTICIPANT acknowledges and assumes the risk of potential medical emergencies and the associated costs, regardless of the cause or contributing factors, arising from or related to PARTICIPANT 's participation in the Farm Activities.
 - (b) This acknowledgment and assumption of risk extend to any pre-existing medical conditions or disabilities that may increase the risk of injury or illness during the Farm Activities.

6.6. Indemnification. PARTICIPANT agrees to indemnify and hold harmless GREENFIELDS GALLERY, their employees, agents, and representatives from any claims, liabilities, or expenses arising from the provision of medical treatment or the failure to provide medical treatment in connection with PARTICIPANT 's participation in the Farm Activities.

7. Governing Law and Jurisdiction

7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of QUEENSLAND where the Farm Premises are located.

7.2. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be subject to the exclusive jurisdiction of the courts of QUEENSLAND where the Farm Premises are located.

7.3. The parties agree to attempt to resolve any disputes through good-faith negotiations or mediation before resorting to legal proceedings. If such efforts are unsuccessful, any legal proceedings shall be initiated and conducted in NOOSA SHIRE within QUEENSLAND

7.4. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect.

7.5. The parties shall comply with all applicable laws, regulations, and industry standards related to the Farm Activities and the performance of their respective obligations under this Agreement.

7.6. In the interpretation of this Agreement, no provision shall be construed against or in favor of either party based solely on the drafting or authorship of such provision.

8. Severability

8.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions.

8.2. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision shall be severed from the Agreement to the minimum extent necessary to render the remaining provisions valid and enforceable, and the parties intend for the Agreement to be construed and enforced as if the offending provision had not been included.

8.3. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the parties shall endeavor to reform or modify such provision to the extent necessary to make it valid and

enforceable, while preserving the original intent of the parties as closely as possible. Any such reformation or modification shall be subject to the approval of both parties.

- 8.4. The severability of any provision of this Agreement shall be determined in accordance with the governing law and jurisdiction specified in this Agreement.
- 8.5. This Agreement shall be interpreted in a manner that renders it valid and enforceable to the maximum extent possible under applicable law.
- 8.6. The parties are advised to consult with legal counsel to ensure that this severability clause is drafted in compliance with applicable laws and regulations in the relevant Australian state or territory.

9. Entire Agreement

- 9.1. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter of this Agreement.
- 9.2. This Agreement integrates all prior negotiations, discussions, and understandings between the parties concerning the subject matter hereof, and no other terms, conditions, or representations, whether oral or written, shall be binding or have any effect.
- 9.3. The parties acknowledge and agree that they have not relied on any extrinsic evidence, including but not limited to prior negotiations, representations, or agreements, in entering into this Agreement, and that this Agreement represents the complete and final expression of the parties' agreement.
- 9.4. Except as expressly provided in this Agreement, no modification or amendment to this Agreement shall be binding or have any effect unless made in writing and signed by authorized representatives of both parties.
- 9.5. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Amendments

- 10.1. No amendment, modification, or alteration of this Agreement shall be valid or binding unless made in writing and signed by both Parties.

- 10.2. Any proposed amendment, modification, or alteration shall be communicated in writing to the other Party, specifying the desired changes and the effective date of such changes.
- 10.3. Upon mutual agreement and execution of the written amendment, modification, or alteration, the amended Agreement shall supersede and replace any previous versions or understandings between the Parties.
- 10.4. If any provision of the amended Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the Parties as closely as possible.
- 10.5. The Parties shall maintain accurate records of all amendments, modifications, or alterations to this Agreement, including the effective dates and signed copies of the amended Agreement.
- 10.6. Any amendments, modifications, or alterations to this Agreement shall comply with all applicable laws and regulations, and shall not violate or contradict any other provisions of this Agreement or any other agreements between the Parties.
- 10.7. If this Agreement involves a Group/Organization or Group/Organization Representative, any amendments, modifications, or alterations shall be subject to the approval process and requirements specified in the Group/Organization's bylaws, policies, or other governing documents.