

Guest Registration Card

Please note that due to statutory and fire and safety regulations only Guests who are registered below are permitted to reside at BIG4 Sunshine South West Rocks, participate in the activities and/or use the facilities. Linen is only included for Booked Guests.

Important Information

Please read carefully & then sign below:

TRAVELLER ACCOMMODATION PROVIDERS (LIABILITY) ACT 2001. The Traveller Accommodation Providers (Liability) Act 2001 changes the common law about **Innkeeper's liability**. Under the Act, an **accommodation provider** may be liable to make good any loss of a Guest's property in certain circumstances even though the loss is not caused by the fault of the accommodation provider, or the provider's agent. The strict liability of the **accommodation provider** under the Act: - Applies only to a Guest of the accommodation provider on a day when an **accommodation unit is provided** for the use of the Guest; - Is limited to \$AUS250 for each accommodation unit provided for the use of the Guest on the day, unless the Guest's property was placed in **safe custody facilities**; - Does not cover motor vehicles and things owned by the Guest left in or on motor vehicles. **(Note: words appearing in italics and bold have a special meaning under the Traveller Accommodation Providers (Liability) Act 2001.**

PRIVACY. BIG4 Sunshine South West Rocks sometimes mails or emails marketing related information to customers, to keep them up to date with special offers, improvements, award wins, etc. The Management of BIG4 Sunshine South West Rocks respects your privacy. If you do not wish to receive such marketing related information, please tick the following box: please remove me from your marketing database. Please note: Our Privacy Policy is available on our website or at reception.

It is a condition of stay that Guests provide valid credit card details which will be held as security for the duration of your stay. The person registering as the Guest shall be liable for any loss or damage and will be deemed responsible for paying all charges associated with this booking and registered day visitors. Credit card details are automatically deleted following your stay.

I _____, agree to the following conditions:

1. **A pre- authorisation of \$100 may be processed to the credit card on file on check in, if no credit card is available a \$100 cash bond will be requested and held until checkout.**
2. **Any charge for services to you and any outstanding amounts charged during your stay (including late check out fees); or**
3. **Any damage/loss to our accommodation or equipment in the Resort for which you your guests or day visitors are responsible, not billed at time of departure, may be charged to the credit card. Lost keys will be charged at \$50 if not returned.**
4. **All day visitors must register at reception and pay the day visitor fee.**
5. **You, your guests and day visitors will abide by the Resort Rules printed on the reverse of the Resort Map provided to you upon check in & comply with the terms & conditions outlined on your confirmation provided at the time of booking including cancellation and refund conditions.**
6. **The primary purpose of Shipwreck Island is for children 12 and under. Teenagers and adults need to be mindful of this purpose and be aware that the speed at which they can launch themselves down the slides can be dangerous and it is unacceptable.**

7. ***As a Parent/Guardian I agree to ensure my children and those of my guests and day visitors, obey all rules displayed on signage associated with all play and activity equipment, swimming pool and bike/scooter riding within the Resort. I accept responsibility for any misadventure resulting from disregard of these rules.***
8. ***Any photos or video footage taken within the Resort which may include myself and/or my children may be used for purposes of publicity & marketing either by print or electronic means. If not, I shall inform the photographer at the time.***
9. ***Should the number of guests on a site or in accommodation exceed that declared on your booking reservation we reserve the right to terminate your booking immediately without refund.***
10. ***Management wishes to advise guests who engage in any recreational activity, on or near the Resort, that they do so at their own risk.***
11. ***Where an accident has occurred within the Resort, please advise reception to ensure any relevant paperwork can be completed.***

HIRE EQUIPMENT - TERMS OF HIRE

- I agree as a condition of hire to wear all safety equipment provided, during the duration of hire.
- I will at all times be in full control of the equipment and assume total responsibility. I will not allow other person/s to be in control during the hire.
- Renter's of the sporting equipment and the principal person who has signed this contract is responsible to Big4 Sunshine Resort South West Rocks for return of goods undamaged.
- I hereby warrant that I am in good health. I am not receiving any medication or taking any drugs or illness which may be aggravated by participation in the abovementioned sport activity or may affect or interfere with my ability to control the abovementioned equipment for hire.
- Big4 Sunshine Resort South West Rocks and its employees shall not be responsible for personal injuries or property damage incurred by any person or be responsible for any injuries, death or damage to any persons who have hired this equipment.
- Renters use the sporting equipment at their own risk and agree not to hold Big4 Sunshine Resort South West Rocks or its employees responsible for injury or death resulting from accidents. The Hirer agrees and contracts to absolve Big4 Sunshine Resort South West Rocks and any employees of all liability which may arise under the law of negligence through the use, operation, hiring, repair or condition of the equipment/activity which is the subject of this contract. The Hirer further agrees and contracts to absolve Big4 Sunshine Resort South West Rocks of all liability in which may arise under the law of negligence through the giving of instructions, advice or equipment in relation to matter of safety in the use and operation of the said equipment/activity.
- I agree that no alcohol or drugs will be consumed or administered during the term of hire.
- Sporting Equipment provided for rent are in satisfactory operating condition and participants agree to use them at their own risk or call deficiencies to the immediate attention of the Big4 Sunshine Resort South West Rocks employee.

Canoe/ Kayak/ SUP Hire

- Instructions in the use of canoes/kayaks /SUP will not be provided with the canoes/kayaks /SUP's and participants confirm that they are familiar with using canoes/kayaks/ SUP's
- Canoe/kayak/SUP renters are required to wear a life jacket while canoeing/kayaking/SUPing at all times.

- Activities involved in canoeing/kayaking/SUP are potentially dangerous. By reserving a canoe/kayak/SUP to rent, renters acknowledge that they are in suitable physical and mental condition to perform the activities described herein.

Go Kart and Bicycle Hire

- Go Kart & Bicycle renters are required to wear a helmet while riding at all times. It has been recommended that protective shoes should be worn while riding the Bikes & Go-karts & that all road rules will be obeyed. This is the parent's responsibility to ensure this happens.
- Big4 Sunshine Resort South West Rocks Staff have the authority to ensure riders obey Resort rules.
- Riding is not permitted on the footpaths – the Resort is a shared zone, always be wary of vehicles, pedestrians and other riders.
- Boom Gate, Front entrance to Resort & Reception Area are all high traffic sections – please keep clear at all times.
- Riding/ Go-Karting is not permitted inside or around any Resort facility – Eg. Toilet blocks, Games room, Pool & Camp Kitchen Areas etc
- Definitely – No racing within the park
- Parental/ Guardian supervision is essential at all times.

I hereby declare that myself and everyone using the sporting equipment I am now renting have the necessary experience to use it/them, and that I have checked its/their working condition. I will notify Big4 Sunshine Resort South West Rocks immediately of any eventual malfunctions or breakages of the sporting equipment). I declare that the sporting equipment will not be used improperly and that I will personally redeliver it/them to Big4 Sunshine Resort South West Rocks.

I acknowledge I am providing Big4 Sunshine Resort South West Rocks with credit card details, for precautionary use only. I authorise Big4 Sunshine Resort South West Rocks to charge the credit card all eventual costs in case of damages to the sporting equipment during my rental period, comprehensive labour, except in the case that I can demonstrate other's faults with evidence. In the case of theft, I will be responsible for reimbursing Big4 Sunshine Resort South West Rocks for the original purchase cost, plus the cost of any accessories that were provided at the time of the sporting equipment rental.

KIDS CLUB REGISTRATION

By registering prior to arrival, you are securing a position for the activity and you are giving consent for your child/children to attend the Kids Club Program. You understand that while everything will be done to ensure your child's safety, we take no responsibility for any accident or illness that may occur, how so ever caused. Children aged 2 to 12 years are welcome to join in activities. Children under the age of 4 years are welcome but must be accompanied by an adult at all times.

Interaction and holidays are always a fantastic opportunity for you to have fun with your children. Please understand therefore, that our activity Program is not a child-minding service. Staff or contractors are present at each activity for the purpose of encouraging group interaction and participation. We offer stimulating activities for children, however in doing so we will not be liable for any injury to your children/yourselves, or loss/damage to your property, whilst they/you are participating. Big4 Sunshine Resort South West Rocks advises Parents/Guardians that it is your responsibility to supervise your children whilst they are participating in an Activity in order to ensure they arrive/depart safely from the Activity, to determine suitability of the Activity to your child (rens)'s abilities, and to attend to any specific support needs they may have whilst participating in

the Activity (such as taking them to the toilet, additional assistance during art/craft etc). We thank you for your cooperation and we look forward to meet you throughout the Activity Program. We love feedback too, so be sure to come and say Hello!

I, _____ in consideration of BIG4 Sunshine Resort South West Rocks

Providing activities and entertainment to the above children it is agreed that:

I/we are the person/persons with the care, custody and control of the children.

Subject to any rights, which cannot be excluded under the Trade Practices Act or similar State Legislation, I/We covenant and agree to indemnify and hold harmless, release and forever discharge this Resort, its owners, managers, servants, and agent any claim, cost and expenses which I/we or the child might have in respect of or arising out of the child's participation in the Resorts activities program. (Which include any exclusions off the property) including but not limited to negligence, a claim for damages of loss of life, personal injury, medical expenses, mental or nervous shock or property damage of which may be caused or suffered by the child.

In the event of any illness or injury to the child, I/we authorise the Resort, or any person to whom the Resort has delegated the duty of supervising my children to obtain whatever medical/hospital treatment considered necessary. The Resort shall inform me/us as soon as possible of the injury or illness.

The Resort reserves the right to decline the use of the Kids Club Activities and Facilities if any of the above information is false or misleading. If deemed necessary proof of the children's age may be required. Due to legislation no exception can be made to the participating ages. The Resort also reserves the right to refuse access or dismiss a child for inappropriate behaviour.

The Management wishes to warn occupants, guests and other persons who engage in any recreational activity, within the meaning of the Civil Liability Act 2002 in, or near the Resort, that the pursuit of such activities may result in harm or personal injury. All persons who engage in recreational activity do so at their own risk.

I agree, that if I have left my child at a Kids Club activity (applies to children over the age of 4), that they are able to go back to our site or villa unaccompanied. It is my responsibility to inform you if this is not the case.

I acknowledge that I engage in the above mentioned hire at my own risk and have been provided with the required safety equipment.