THE GREEN, CARSELDINE VILLAGE CONDITIONS OF ENTRY AND USE

The Minister for Economic Development Queensland (**MEDQ**) is the lawful owner of the Facilities at The Green. Any entry into or use of the Facilities at the Green is subject to the following conditions:

- 1. You must abide by the rules of MEDQ at all times when using the Facilities including, without limitation, any rules displayed at the Facilities or advised by MEDQ when using the Facilities, and the following:
 - (a) you must not engage in any behaviour whether risky, inappropriate, skylarking, reckless, foolish or otherwise, likely to cause injury to themselves, others, MEDQ or any other person whatsoever;
 - (b) you must not threaten or harass others, be abusive, damage equipment, use illegal or performance-enhancing drugs, or instruct others when MEDQ has not authorised such others to do so:
 - (c) you must not engage in any other behaviour which MEDQ deems in its absolute discretion is to be unacceptable;
 - (d) if you are injured, or you observe another person using the Facilities to be injured, you should immediately notify MEDQ of the incident;
 - (e) you must wear appropriate attire, wear enclosed sports shoes (except for in bathrooms or where otherwise directed by MEDQ), not wear clothes with offensive images or inappropriate advertising, put equipment away after use, not smoke or chew gum in the Facilities, keep to set time limits (if any) and keep phone calls or other noise likely to disturb other users of the Facilities to an absolute minimum;
 - (f) you may park in or near the Facilities but do so at your own risk. MEDQ is not liable for any loss or damage to your vehicle or its contents; and
 - (g) MEDQ reserves the right to remove, exclude, suspend or terminate with or without warning any person (including yourself) who engages in unacceptable conduct, or is unable or refuses to comply with these conditions, or is under the influence of alcohol or drugs, or is unable or unwilling to comply with instructions given by MEDQ, or lacking suitable equipment or having an inadequate level or fitness, physical ability or experience, or in any way causing concern for the safety of others. If you are removed, excluded, suspended or terminated, you must follow that direction and will not be entitled to any refund, compensation or damages.
- 2. All entry into and use of these Facilities is subject to our Terms and Conditions which can be viewed at The Green Carseldine Village User Terms and Conditions.
- 3. You acknowledge and agree that:
 - (a) you are fully aware of the risks of using the Facilities (including but not limited to risk of suffering physical harm or personal injury or other unknown risks that may result in injury, illness or death) and that the entry onto the Facilities is not supervised;
 - (b) in entering and using the Facilities you are participating voluntarily at your own risk and responsibility; and
 - (c) you are responsible for any damage, loss or injury to any person or property and the cost of any security or emergency call-out to the Facilities arising from your entry into or use of the Facilities. Such costs will be invoiced to you and must be paid within the time specified in the invoice.
- 4. To the extent permitted by law, you release MEDQ from all claims for any loss sustained by you whether caused by MEDQ's negligence, act or omission, breach of contract, breach of statutory duty or otherwise in connection with the Facilities and you indemnify MEDQ against all claims for any loss sustained by you or MEDQ whether caused by MEDQ's negligent act or wilful act or omission, breach of contract, breach of statutory duty of otherwise in connection with the Facilities.

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