



CONDITIONS OF ENTRY TO KINGFISHER BAY RESORT

1. MEDICAL AUTHORITY – I hereby authorise any hospital, doctor, or other person who has attended me to furnish to the management of Kingfisher Bay Resort all information regarding my illness or injury contracted or sustained during my stay at Kingfisher Bay Resort, together with details of treatment and copies of applicable hospital and medical records. A copy of this authority shall be accepted as being effective and valid as the original. Please state any conditions which may require special medication.
2. Should the management of Kingfisher Bay Resort, in association with a qualified medical practitioner deem it necessary that I be transported to the mainland by reason of illness or injury, then I authorise the resort to do so, to a destination chosen by the management in association with such medical practitioner conveniently available at Kingfisher Bay Resort at the same time as any illness or injury the I authorise Kingfisher Bay Resort to use it sole discretion in transporting me to what they consider to be the most practical and convenient hospital or location of medical assistance. I undertake to pay or reimburse the Resort for the cost of doing so.
3. I will immediately notify Resort management of any accident or injury to me while at the resort
4. Under the Travellers Accommodation Providers Act 2001, an accommodation provider may be liable to make good any loss of a guest's property in certain circumstances. Even 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 \$250 for facilities, and does not cover motor vehicles and things owned by the guest left in or on motor vehicle.
5. I am aware that some of the activities, facilities, services and outlets referred to in the brochure are operated by franchise holder or concessionaires and acknowledge the KBRV Resort Operations Pty Ltd is absorbed from all liability and responsibility for the goods or services which such franchise holders or concessionaires may offer or provide.
6. FILMING. Film or videotaping for commercial purposes is not allowed at Kingfisher Bay Resort unless a fee of \$50 000 is paid in advance or express arrangements are made with Resort management.
7. PRIVATE PROPERTY. Kingfisher Bay Resort is private property. Every person entering Kingfisher Bay Resort does so subject to the regulations of the owner through the owner's operation company. KBRV Resort Operations Pty Ltd.

KINGFISHER BAY RESORT PARKING CONDITIONS OF ENTRY AND LIMITATION OF LIABILITY

The following conditions apply when you enter, leave or use this, Car Park. If you do not accept these conditions, do not enter into an agreement to use this facility.

1. You enter and use this Car Park at your own risk, we may refuse entry by any vehicle or person
2. We are not liable to you or any person with you for:
 - a) injury to you or anybody else;
 - b) damage to, destruction of, theft of or unauthorized delivery up of your vehicle or any other vehicle whether authorised or not; or
 - c) damage to, destruction of, theft of or delivery up of any property (including anything in or on your vehicle or any other vehicle); however, caused, and you release, and you release and indemnify us from any claim which you might otherwise have against us.
3. You agree to indemnify us in respect of any claim made against us any expenses incurred by us as a consequence of, in relation to, or in any way arising out of your use of this Car Park.
We will not be liable to you for delivery of your vehicle to any person who did not have authority to take your vehicle.
4.
 - a) ~~we~~ we have the right to retain your vehicle until we are provided with a valid parking ticket or evidence of ownership or entitlement to receive the vehicle with, in our opinion, is satisfactory; and
 - b) ~~if~~ if we deliver your vehicle to anyone in accordance with this clause, we will not be liable to you even if the person taking the vehicle does not have your authority.
5. A parking fee is payable each time a vehicle enters here. If you bring a vehicle into this Car Park, you agree to pay the parking fee set by us from time to time. We may prevent the exit of a vehicle until the fee is paid or for any injury, damage or loss which results.
6. You agree to leave your keys with us if your vehicle is fitted with a car alarm. We agree to secure these keys.
7. We have a general lien over, and the right to retain, your vehicle as a security for any money which you owe us.
8. You agree to:
 - a) produce to us, when requested by us, your parking ticket or proof of payment of the parking fee;
 - b) not to cause any obstruction;
 - c) park in the assigned space only;
 - d) not to use this Car Park other than in accordance with instructions we may give.
9. If you breach any of the Conditions in item 8 above, you will be issued with an infringement notice.
10.
 - a) ~~while~~ while in the Car Park you must comply with all signs and all reasonable directions and requests made by us; and
 - b) you may have access to or remove a vehicle from this Car Park only during the operating hours displayed in the Mainland Reception.
11. We have the right, at our discretion, to move your vehicle (including moving it to any location outside this Car Park), even if your vehicle is locked. If we move your vehicle, these conditions continue to apply. We are not liable for any damage caused to your vehicle when we move it.
12. These conditions may only be altered by written agreement between us and you.
13. If any of these conditions are illegal or unenforceable, the offending part is to be disregarded and does not affect the remaining part.
14. Each exclusion of our liability in the conditions is subject to any law which restricts or forbids that exclusion of liability including the Trade Practices Act and similar State legislation
15. In these conditions references to:
 - a) 'we', 'us' and 'our' each Kingfisher Bay Resort its employees, and agents and independent contractors and
 - b) 'Your vehicle' includes a vehicle driven, or intended to be driven, by you into this Car Park.