

Registration Form MILO Snowclub 4 Kids (3-5yrs)

Release & Waiver

On behalf of the child the undersigned parent/guardian hereby agrees, acknowledges and represents that:

1. Falls Creek Ski Lifts Pty Ltd, its employees, agents, ski instructors and contractors (collectively called "the supplier") shall have no liability whatsoever in negligence, breach of contract or statute or statutory duty (including conditions or warranties implied by section 74 of the Trade Practices Act 1974 or by Part 2A of the Fair Trading Act 1999) to the child for any personal injury or death suffered by the child arising in any way whatsoever, whether direct or indirect or consequential, from the supply of recreational services to the child, including but not limited to all activities organised by the Falls Creek Snowsports School, skiing, snowboarding, snowtubing, tobogganing, skiing or snowboarding lessons, all other snowsports, the use of ski lifts, all ski area services, facilities, helicopter flights between Resorts, the conditions, layout or design of ski runs or slopes or the presence of people or objects thereon or any associated sporting activities or similar leisure time pursuits.
2. These activities are dangerous and have many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences and on behalf of the child the undersigned assumes and accepts all such risk of personal injury or death to the child in any way whatsoever arising from such activities and hereby waives the child's right to sue the supplier for all claims the child may have for such personal injury or death against the supplier in any way whatsoever arising from or in connection with such activities.
3. On behalf of the child the undersigned acknowledges that:
 - skiing, snowboarding and all associated activities including the use of ski lifts and helicopter flights between resorts (snowsports) may be hazardous activities and may result in injury, loss, damage or death to the child;
 - the child has sufficient skills to be able to safely and properly use a ski lift at Falls Creek ("Resort");
 - the terrain at the Resort contains natural and man made hazards which may or may not be marked;
 - the child has equipment suitable for safety and properly undertaking the activities offered by Falls Creek Snowsport School;
 - the child's equipment or possessions may be damaged or lost when transported on ski lifts or when used at the Resort.
 - the child will use the facilities of the supplier and the terrain of the Resort entirely at the child's own risk as the undersigned finds them and with a prior acceptance of the risk of possible danger to the child; and
 - alpine weather is extreme and can change rapidly without warning and as a consequence the undersigned will ensure that the child has suitable clothing;
 - communication in the alpine environment is difficult and, in the event of an accident, rescue and medical treatment may not be readily available.
4. On behalf of the child the undersigned freely accepts and fully assumes all risks, dangers and hazards associated with recreational snowsports and the use of any facilities provided by or operated by the supplier at the Resort.

Warning Under the Fair Trading Act 1999

Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- Rendered with due care and skill; and
- As fit for the purpose for which they are commonly bought, as it is reasonable to expect in the circumstances; and
- Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational services) Regulations 2004.

The undersigned has read and understood this release and waiver and agrees to be bound by it on the undersigned's own behalf and as parent or guardian of the child.

Signature

..... /

Date

Privacy Statement

Visit our website at www.fallscreek.com.au to view Falls Creek Ski Lifts Pty Ltd privacy statement

5. The undersigned will ensure that the child does not consume alcohol or illicit drugs whilst participating in snowsports and the undersigned agrees that such use will enable the supplier to exclude the child from any of its facilities at the Resort with no entitlement to any refund of any money that might have been paid.

6. The undersigned has asked the child to observe all signs and to comply with all directions of the supplier and not to access any areas of land at the Resort which has been marked as closed.

7. The undersigned has asked the child to act safely at all times and the undersigned agrees to be fully responsible for any claim by third parties for loss or damage, whether personal or to property, resulting from any act or omission on the child's behalf or which is attributable in any way to the child's conduct. The undersigned agrees to fully indemnify the supplier against any claims that may be brought against it arising in any whatsoever from the conduct of the child.

8. The undersigned acknowledges that the supplier has an unrestricted right to deny the child access to any of its facilities which includes ski lifts and terrain of the Resort if the child acts in any way which, in the sole opinion of the supplier, is deemed to be reckless or which in the sole opinion of the supplier damages the terrain.

9. The undersigned agrees that to the extent to which clauses 1 and 2 of this agreement are deemed ineffective by operation of law if the undersigned or the child, or any person acting in a representative capacity for the child, commences legal proceedings against the supplier any damages recovered shall be reduced by such an extent as is just and equitable having regard to the child's share in the responsibility for any such damage, loss or injury.

10. The undersigned is aware that the supplier reserves the right to close any of its lifts or facilities at the Resort and in such situation there will be no entitlement to any refund of money paid to the supplier whatsoever.

11. By signing this agreement the undersigned is not relying on any oral or written representations or statements made by the supplier with respect to the safety of the facilities of the supplier or of the terrain at the Resort other than what is set out in this agreement.

12. The undersigned warrants and represents that the above child is in good health and that there are no special problems associated with the care of the child and that the undersigned has left no special instructions regarding the child that have not been listed on this form.

13. The undersigned acknowledged and agrees that this agreement:

- (a) constitutes the entire agreement between myself and the supplier,
- (b) is governed by the laws of the State of Victoria, the Courts of which shall have exclusive jurisdiction, and
- (c) if any part or provision is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.

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Information About the Child

Child's Full Name
Date of Birth / / Age Male Female

Language Spoken at Home

Information About the Child's Parents or Guardians

Full Name of Parent/Guardian with whom the child resides

HOME ADDRESS:

Number & Street
City State Postcode

Home Phone Number

Mobile Phone Number

HOLIDAY ADDRESS:

Accommodation Name
Number & Street
City State Postcode

Accommodation Phone Number

Collecting the Child from MILO Snowclub 4 Kids

The only person/s authorised to collect child from Snowclub 4 Kids:

PERSON ONE:

Full Name
Relationship to Child

PERSON TWO:

Full Name
Relationship to Child

Court Orders

Are there any court orders relating to the child? No Yes

If yes, please specify

Child's Medical & Health Information

Does your child suffer from any of the following? (Please Circle)

Allergy NO/YES (specify)

Disability NO/YES (specify)

Behaviour Problems NO/YES (specify)

Diet Restrictions NO/YES (specify)

Heart Condition NO/YES (specify)

Asthma NO/YES (specify)

Diabetes NO/YES (specify)

Dizzy Spells NO/YES (specify)

Black Outs NO/YES (specify)

Migraine NO/YES (specify)

Other NO/YES (specify)

Immunisation: Has your child been immunised? No Yes

Year of Last Tetanus Immunisation:

Medicare Number:

Medical/Hospital Insurance Fund:

Does your child have allergies to any medication? No Yes

If yes, please specify

Is your child presently taking tablets/medication? No Yes

Name of Medication & Dosage

Do we need to administer medication whilst in our care? No Yes

If yes, please specify

Does the child have any special dietary requirements? No Yes

If yes, please specify

All medication must be handed to Falls Creek Snowsport School prior to the parent/guardian leaving the child. It is the parent's/guardian's responsibility to clearly label medicine containers with the child's name, the dose to be taken and when it should be taken.

These medications will be kept by Falls Creek Snowsport School and distributed as directed. If it is necessary or appropriate for the child to carry their own medication (eg asthma puffers, insulin etc) it must be with the knowledge and approval of both the parent/guardian and Falls Creek Snowsport School.

Please provide details of any medication to be carried by the child.

CHILD'S DOCTOR:

Full Name

Number & Street

City State Postcode

Phone Number

All information on this form is intended to assist Falls Creek Snowsport School in case of any medical emergency with the child. All medical information will, as far as is practicable, be held in confidence and will be stored where there will be restricted access, however you may access this information on request. Your contact details and this form will be retained in case they are needed for future use.

Nearest Medical Facility:

Falls Creek Medical Centre, Bogong High Plains Road,
Falls Creek, VIC 3699. Telephone: (03) 5758 3238.

I authorize Falls Creek Ski Lifts Pty Ltd to take all steps considered reasonably necessary to protect the child's welfare during the child's participating in Falls Creek Snowsport School activities including taking steps to obtain emergency medical and/or dental treatment if required. I acknowledge such treatment may include helicopter or ambulance transport or hospitalisation as well as anaesthesia and/or surgery if recommended by a duly qualified medical practitioner. I agree to be responsible for all expenses incurred by Falls Creek Ski Lifts Pty Ltd in respect of any such emergency services.

Yes Signature

I agree that as the child's standard of skiing improves that the child can use ski lifts.
Yes No

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