



2011 RESORT ENTRY TERMS AND CONDITIONS

**IMPORTANT NOTICE
EXCLUSION OF LIABILITY – ASSUMPTION OF RISK THESE
CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS
PLEASE READ CAREFULLY!**

This ticket is purchased from the Falls Creek Alpine Resort Management Board for use in the Falls Creek Alpine Resort Crown Land Reserve subject to the following conditions:-

1. The supplier, its employees and agents shall have no liability whatsoever in negligence, breach of contract or statute or statutory duty (including guarantees set out in Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law) to the entrant/user for death or personal injury arising in any way whatsoever from the supply of recreational services, including but not limited to, skiing, snowboarding, snowtubing, tobogganing, skiing or snowboarding lessons, the use of ski lifts, all ski area services and facilities including snow clearing, operations of the ski patrol, the condition, layout, construction, design or use of pedestrian areas, roads, car parks, buildings, ski runs or slopes or the presence of people or objects thereon or any associated sporting activities or similar leisure time pursuits associated in any whatsoever with being in snow affected terrain.
2. The entrant/user acknowledges that these activities are dangerous with many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences and assumes and accepts all risk of personal injury or death in any way whatsoever arising from such activities.
3. **WARNING:** If you participate in these activities your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice. **NOTE:** The change to your rights, as set out in or on this notice, 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.
4. This ticket must be fixed to the lower driver's side of the front windscreen of the entrant's vehicle. It remains the property of the supplier, is not transferable and cannot be resold. It is valid only for the date/s shown. No replacement or refund will be made for its loss or in the event of poor snow conditions or if any lift service or other facility is not operating or open. It is void if the seal is broken. The entrant/user shall comply with the Alpine Responsibility Code and signs or other directions of the supplier and the ticket may be suspended or cancelled and access to lifts, services and other facilities including access to the Falls Creek Alpine Resort Crown Land Reserve denied at the absolute discretion of the supplier for non-compliance or for reckless or careless conduct.

ENTRY PERMIT CONDITIONS

NOTE: This permit must be affixed to the lower driver's side of the front windscreen of the vehicle and with the expiry date clearly visible – (Regulation 11.(3) Alpine Resorts (Management) Regulations 2009).

1. Falls Creek Alpine Resort Management (including its agents and servants) will not be liable for any loss or damage caused to any vehicle or to anything in the vehicle except where it was caused by its (or its servants or agents) negligence.
2. All Signs must be observed at all times (including hours of darkness).
3. No vehicle should be left in any position to cause an obstruction.
4. The Permit holder must promptly obey and observe all directions of an authorised officer of Falls Creek Alpine Resort Management.
5. The Permit holder must comply with the Alpine Resorts (Management) Act 1997 and with its regulations.