

FALLS CREEK SKI LIFTS PTY LTD
RELEASE & WAIVER & CONDITIONS OF ENTRY
Rossignol Children's Cup (the "Event")

NAME OF CHILD COMPETITOR: _____

Name of Competitor's Parent/Guardian: _____

Competitor's date of birth: _____

Address: _____

Telephone: _____

On behalf of the above named child, I the undersigned parent/guardian in consideration of the child being accepted as an entrant to participate in the Event, hereby agree, acknowledge and represent that:

1. Falls Creek Lifts Pty Ltd (ACN 004 843 761), and any related corporation, their employees, agents, guides, ski instructors, and contractors and all Event organisers, all sponsors, their officers, employees, agents and contractors including the Event organising committee (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 my child for any personal injury or death suffered by my child arising in any way whatsoever, whether direct or indirect or consequential, from the supply of recreational services to my child, including but not limited to skiing, snowboarding, participation in skiing and or snowboarding races, events or competitions of any nature whatsoever (including the above Event) and all associated activities organised by the Supplier including the use of ski lifts, skiing or snowboarding, all ski area services and facilities, the conditions, layout or design of ski or snowboard runs or race courses for the Event or the presence of people or objects (natural or manmade) thereon or near by or any other associated sporting activities or similar leisure time pursuits;
2. the participation in these activities and in the Event are dangerous and have many risks as a result of which personal injury (and sometimes death) are common and ordinary consequences and on behalf of my child I assume and accept all such risk of personal injury or death to my child in any way whatsoever arising from such activities and hereby waive my child's right to sue the Supplier for all claims my child may have for all such personal injury or death against the supplier in any way whatsoever arising from or in connection with my child's participation in the Event and all such activities;
3. the supplier is authorized by me to take all steps it considers reasonably necessary to protect my child's welfare during and after my child's participation in these 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 the cost of all such emergency services and medical treatment.

4. 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.

5. On behalf of my child I acknowledge that:
 - participation in the Event requires certain skills and I declare that my child has sufficient skill to be able to safely and properly participate in the Event;
 - my child may be participating in the activities of the Event or in other activities conducted by or on behalf of the Supplier including skiing/snowboarding in off-piste terrain or in terrain that is artificially illuminated or which may be uncontrolled, unmarked, ungroomed and not inspected and hence can be more hazardous than during daylight hours;
 - the terrain used for the Event contains natural and man made hazards which may or may not be marked;
 - I am responsible for ensuring that my child has equipment suitable for safely and properly participating in the Event;
 - my child's equipment or property may be damaged or lost when transported to, or used on or at the Event;

- the nature, quality and coverage of snow may be variable and that no representations have been made by the Supplier as to its suitability for the Event;
 - my child uses the facilities of the Supplier entirely at his/her own risk, as he/she finds them and with a prior acceptance of the risk of possible danger to my child;
 - participation in the Event involves risks, dangers and hazards in addition to those normally associated with recreational snowsports;
 - alpine weather is extreme and can change rapidly without warning, as a consequence I will ensure that my child has suitable clothing;
 - the Supplier makes no representations as to the suitability of the weather for the Event;
 - communication in the alpine environment is difficult and, in the event of an accident, rescue and medical treatment may not be readily available.
6. On behalf of my child, I freely accept and fully assume all risks, dangers and hazards associated with his/her participation in the Event and the use of any facilities provided by or operated by the Supplier at the Falls Creek Alpine Resort.
 7. I will ensure that my child does not consume alcohol or illicit drugs whilst participating in the Event and agree that such use will enable the Supplier to exclude my child from the Event with no entitlement to any refund of money paid for entry to the Event.
 8. I agree to ensure that my child will ski/snowboard within designated areas, comply with all signs and obey all instructions and requirements of the Supplier while participating in the Event including the Terms of Ticket Issue a copy of which is attached to this agreement.
 9. I agree to ensure that my child will ski/snowboard responsibly and safely at all times and I agree to be fully responsible for any claims by third parties for loss or damage, whether personal or to property, resulting from any act or omission on my behalf or my child's behalf or which is in any way attributable to my or my child's conduct. I agree to fully indemnify the Supplier in respect of any such claim that may be brought against it.
 10. I acknowledge that the Supplier has an unrestricted right to deny me or my child access to any of its facilities which includes, but is not limited to, skiing/snowboarding equipment, use of oversnow or other vehicles, chairlifts, drag lifts or other ski tows and the surrounding terrain if I or my 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 or may damage the terrain or anything used, supplied or constructed in respect of the Event and in such situation there will be no entitlement to any refund of money paid to the Supplier whatsoever.
 11. I am aware that the Supplier reserves the right to cancel the Event should the Supplier decide that it is no longer appropriate to proceed with the Event and in such a situation there will be no entitlement to any refund of any money paid.
 12. By signing this agreement I am not relying on any oral or written representations or statements made by the Supplier with respect to the safety of the Event other than what is set out in this agreement.
 13. It is agreed that to the extent to which clauses 1 and 2 of this agreement are held by a Court to be ineffective by operation of law if I commence proceedings any damages recovered shall be reduced by such an extent as is just and equitable having regard to my or my child's share in the responsibility for any damage, loss or injury.
 14. On behalf of my child I consent to photographs taken of my child whilst competing in the Event to be used for promotional purposes including television, film, internet and other forms of media without any entitlement to any compensation, reward or financial entitlement.
 15. I agree that I have read and understood the rules of the Event and have explained them to my child and I will ensure that my child abides by them as determined by the Supplier.
 16. I acknowledge that I have read and understood the Terms of Ticket issue relating to the operation of ski lifts and facilities operated by the Supplier a copy of which is attached to this agreement and have explained them to my child.
 17. I acknowledge and agree 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.

Parent/Guardian's Declaration

I have read and I understand these Conditions of Entry and agree to be bound by them.

I certify that I am the parent/guardian of ("my child") who will be years of age on the day of the Event and that he/she is able to and has trained for and has my consent to compete in the Event. I also certify that my child has read and understands the terms under which my child participates in the Event and uses the facilities of the Supplier.

Signature:.....

Name:.....

Witness:.....

Dated this day of 2008