

Windy Corner Toboggan Park Terms and Conditions

1. All Participants:
 - a. Participants must have a valid booking confirmation and have acknowledged terms and conditions prior to entry of the Toboggan Park
 - b. Participants are required to present their booking confirmation at the Toboggan Park entry.
 - c. Participants must follow all Safety Guidelines of the Toboggan Park as outlined in these terms and conditions, signage at the Toboggan Park and on <https://www.falls creek.com.au/tobogganing/>
2. Use of the toboggan slope and magic carpet at Windy Corner is free, however all users must make a booking before entering the Windy Corner toboggan park via <https://falls creek.com.au/toboggan-booking-form>. Booking times are in 50-minute slots and riders must exit the park promptly to allow for the following group of users to enter the park.
3. To ensure a safe park, usage is limited to 50 people per session.
4. Guests should arrive 10 minutes prior to their allocated time slot. Guests arriving after 15 minutes of their allotted timeslot are not guaranteed access and allocations may be given to another user.
5. All children 13 years or under must be accompanied by a supervising guardian aged 16 or older. This guardian must be present in the Toboggan Park.
6. Participants must adhere to specific requirements around the type of toboggan able to be used. The only crafts allowed are moulded plastic toboggans, approved by Falls Creek Alpine Resort (FCAR). These do not include:
 - d. Toboggans with pointed ends
 - e. Metal or wooden bases
 - f. Inflatables
 - g. Snow mats
 - h. Compressed foam
 - i. Plastic bags
 - j. Sleds over 2.5kg
7. Always obey signs and the direction and requirements of Toboggan Park staff.
8. Toboggans are strictly limited to one person on the toboggan at a time, unless a child under 100cm is being accompanied by an adult.
9. Do not form toboggan trains (linking people on other toboggans)
10. Riders must always toboggan feet first and always remain in control of your craft to avoid contact with other users in the toboggan area.
11. FCAR recommends the use of helmets and protective clothing whilst in the toboggan park.
12. Users should always use the magic carpet to get back up the slope and not walk back up the slope to avoid accidents. Users must remain standing on the magic carpet at all times.
13. In the event of poor weather or unsafe snow coverage, the toboggan park may be closed at the discretion of FCAR. Guests with affected bookings will be notified by email accordingly.
14. Entry to the park is via the signed entrance from Bogong High Plains road, above the magic carpet.

15. FCAR are not liable to you, your dependents or legal representatives, for personal injury or death suffered by you due to the negligence or breach of conditions, including but not limited to any liability for Toboggan Park services not being rendered with due care and skill or not being reasonably fit for any purpose which you made known, expressly or by implication, to the Supplier or because they failed to achieve any result reasonably expected by you which you, expressly or by implication, made known to FCAR or for breach of any other consumer guarantee of the Australian Consumer Law (Vic) or of the Australian Consumer Law (Cth).

16. You acknowledge that the Toboggan Park Services are dangerous with many risks and hazards and as a consequence personal injury (including serious personal injury) and sometimes death can occur and you assume and accept all such risks and hereby waive the right to sue FCAR, its employees, directors and agents, for any personal injury or death suffered by you in any way whatsoever caused by or arising from your use of such services or your participation in such activities.

17. If you participate in these activities your rights to sue FCAR under the Australian Consumer Law & Fair Trading Act 2012 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 items 16 and 17. NOTE: The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to gross negligence on FCAR's part. 'Gross negligence', in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law & Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law & Fair Trading Act 2012.

18. You must comply with the Alpine Responsibility Code and all signs or other directions of FCAR or Toboggan Park staff acting on behalf of FCAR. Failure to observe the Alpine Responsibility Code may result in cancellation of your ticketed session by the Ski Patrol or other authorised FCAR/Toboggan Park personnel.

19. These Conditions are to be governed by and construed first in accordance with the laws of the Commonwealth of Australia and secondly in accordance with the laws of the State of Victoria. If there is any inconsistency, the laws of the Commonwealth prevail. The courts of Victoria have exclusive jurisdiction. If any provision is determined to be void, illegal, invalid or otherwise unenforceable it shall be deemed to be deleted and the remaining provisions shall remain and continue to be valid, binding and enforceable.

20. If you book a timeslot at the Windy Corner Toboggan Park on behalf of another person, you make that booking as the agent of that other person who is also bound by these Conditions and by using or making use of the Toboggan Park such person acknowledges and agrees to the Conditions as if that person had read this sign and then made the purchase. You warrant that you have that person's authority to so bind them unless you book on behalf a child (under 18 years) in which case you agree to fully indemnify FCAR for all loss and damage it may suffer due to any legal proceedings being brought by or on behalf of that child against the FCAR, its employees, directors and agents, for any personal injury or death suffered by that child caused by or arising from his/her use of the Toboggan Park.