

FALLS CREEK SKI LIFTS PTY LTD RELEASE & WAIVER & CONDITIONS OF ENTRY
The Age – Falls Creek Corporate Ski Race (the “Event”)

COMPETITOR DECLARATION – TEAM PARTICIPANTS

We, being each of the undersigned competitors, hereby agree that we have entered the above Event and paid the entry fee, subject to the following conditions:

1. Falls Creek Ski Lifts Pty Ltd (ACN 004 843 761) and any related corporation, their employees agents, guides, ski instructors and contractors and all Event organisers, sponsors, their officers, employees, agents or 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 us or to our dependants or legal representatives for any personal injury or death suffered by any of us arising in any way whatsoever, whether direct or indirect or consequential, from the supply of recreational services to us, including but not limited to our participation in the above Event , and all associated activities including the use of ski lifts, skiing or snowboarding, the condition, layout, construction, design or use of the race course for the Event or any ski or snowboard runs or slopes within the Falls Creek Alpine Resort, or the presence of people or objects (natural or manmade) thereon or nearby, or any other associated sporting activities or similar leisure time pursuits.
2. We acknowledge and agree that our participation in the Event, skiing and/or snowboarding and all associated activities are dangerous and have many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences and we assume and accept all such risks of personal injury or death in any way whatsoever arising from such activities and we hereby waive our individual right to sue the supplier for all claims we or our representatives may have for such personal injury or death against the supplier in any way whatsoever arising from or in connection with such activities.
3. We acknowledge that:
 - skiing and snowboarding, the participation in the Event and the use of ski lifts and oversnow transport may be hazardous activities and may result in injury, loss, damage or death to us;
 - participation in the Event requires certain skills and we declare that we have sufficient skill to be able to safely and properly participate in the Event;
 - we may be participating in the activities of the Event or in other activities conducted by or on behalf of the supplier or skiing/snowboarding in off-piste terrain or 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;
 - we are responsible for ensuring that we have and will wear equipment suitable for safely and properly participating in the Event;
 - our 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;
 - we use the facilities of the supplier entirely at my own risk, as we find them and with a prior acceptance of the risk of possible danger to me;
 - 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 we will ensure that we wear 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.
4. We will not consume alcohol or illicit drugs whilst participating in the Event and agree that such use will enable the supplier to exclude us from the Event with no entitlement to any refund of money paid for entry to the Event.
5. We agree to 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.
6. We agree to ski/snowboard safely at all times and in accordance with the Alpine Responsibility Code and 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 which is in any way attributable to my conduct. We agree to fully indemnify the supplier in respect of any such claim that may be brought against it.
7. (a) We authorize the supplier to take all steps considered reasonably necessary to protect our welfare during and after the Event, including obtaining emergency medical and/or dental treatment for us if required. We acknowledge such treatment may include helicopter, oversnow or ambulance transport or hospitalization as well as anesthesia and/or surgery if recommended by a duly qualified medical practitioner.
(b) We agree to be responsible for the cost of all such emergency services and/or medical treatment.
8. We acknowledge that supplier has an unrestricted right to deny us 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 we act 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.

- 9 We are aware that the supplier reserves the right to cancel the Event should 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 by us.
- 10 By signing this agreement we are 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.
- 11. We agree 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 we commence proceedings any damages recovered shall be reduced by such an extent as is just and equitable having regard to my share in the responsibility for any damage, loss or injury.
- 12. We consent to photographs taken of us 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.
- 13. We agree that we have read and understood the rules of the Event and we will abide by them as determined by the supplier.
- 14. We acknowledge that we have read, and understood and agree to 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.
- 15. **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 me 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 we have made known to the supplier.
 Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask us to agree that these conditions do not apply to us. If we sign this form, we will be agreeing that our rights to sue the supplier under the **Fair Trading Act 1999** if we 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 my rights, as set out in this form, does not apply if my 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.
- 16. We acknowledge that this release, waiver and conditions of entry agreement: -
 (a) constitutes the entire agreement between ourselves and the supplier,
 (b) is governed by the laws of the State of Victoria, the Courts of which shall have exclusive jurisdiction in relation thereto and in relation to any claim we may bring against the supplier arising in any way whatsoever in relation to or participation in the Event or any associated activities, 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.

Declaration: We have read and we understand these Conditions of Entry and agree to be bound by them.

Team Name:.....

Team Captain Name:.....

Date of Birth:.....

Signature:.....

Witness:..... Dated this day of 2010

Team Member 2:.....

Date of Birth:.....

Signature:.....

Witness:..... Dated this day of 2010

Team Member 3:.....

Date of Birth:.....

Signature:.....

Witness:..... Dated this day of 2010