

CONDITIONS OF ENTRY TO THIS SNOWFIELD

PLEASE READ ALL NOTICES

1. All persons entering this snowfield or any of the Snowfield Facilities do so at their own risk, whether or not they hold a lift ticket issued by the Company or using any of the snowfield facilities.
2. To the maximum extent permitted by law, the Company excludes all liability to you for any loss, damage or injury whether to any person or property of any person, so entering or using Snowfield Facilities, whether within or adjacent to the property of the Company and whether any such loss, damage or injury was caused by or contributed to by the negligent act, omission, default breach of stature or breach of duty, by the Company. Where that liability cannot be excluded, the Company limits its liability to you to the maximum extent it is permitted by law to do so.
3. The Company provides “recreational services” as defined in the *Competition and Consumer Act 2010 (Cth)*. To the maximum extent permitted by this Act, the Company excludes all liability to any person, including for death or personal injury, arising out of any failure by the Company to comply with any consumer guarantees applying to services that the Company provides.
4. All persons engage in recreational activities at their own risk.

RISK WARNING - EXCLUSION OF LIABILITY

Recreational activities (including skiing, snowboarding, tobogganing and snow tubing) involve a significant risk of physical harm or personal injury including permanent disability and/or death to participants. Any such injury may result not only from your actions but from the actions, omissions or negligence of others.

Skiers/Snowboarders/Tobogganers must observe the Alpine Responsibility Code and ski/ride in a safe manner at all times.

The expression “Snowfield Facilities” whenever used in this notice shall mean all lifts, buildings, car parking, road walkways, equipment, facility or trail and shall include the area adjacent to the snowfield whether the same owned, leased or occupied, operated, maintained or used by the Company and whether under the care and control of the Company or otherwise. The expression “The Company” used in this notice shall mean Mt Selwyn Snowfields Pty Ltd and its respective assigns, servants and agents and each of them jointly and severally. Additional conditions are printed on the lift ticket and those conditions must also be read.

MT SELWYN SNOWFIELDS PTY LTD ACN 002 588 598
ATF MOUNT SELWYN SNOWFIELDS UNIT TRUST ABN 92 157 120 410

LIFT TICKETS & SEASON PASSES

TERMS AND CONDITIONS

1. RISK WARNING - RECREATIONAL ACTIVITIES (INCLUDING SKIING, SNOWBOARDING, SNOWTUBING AND TOBOGGANING) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND / OR DEATH TO PARTICIPANTS AND SUCH INJURY MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.
2. You acknowledge that you will observe the Alpine Responsibility Code (copies available on request and displayed throughout the mountain) and that you will conduct yourself in a safe and controlled manner at all times.
3. You must read and follow all signs and directions given by us, our employees, servants or agents.
4. You acknowledge that the risks associated with snow based recreational activities (including skiing, snowboarding, snowtubing and tobogganing), as well as the conditions or circumstances which give rise to those risks, are not always prominent, conspicuous or physically observable.
5. You engage in any recreational activity at your own risk and you acknowledge that except to the extent that the law, including the Competition and Consumer Act 2010 (CCA) provides that liability cannot be excluded, we are not liable for any breach of any express or implied warranty that services we provide will be provided with reasonable care and skill. Where that liability cannot be excluded, Mt Selwyn Snowfields Pty Ltd will limit its liability to the maximum extent permitted by law.
6. You acknowledge that we provide "recreational services" as defined in the CCA. To the maximum extent permitted by this Act, we exclude liability to you for:
 - (a) death;
 - (b) personal injury;
 - (c) the contraction, aggravation or acceleration of a disease; and
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - i. that is or may be harmful or disadvantageous to an individual or community; or

ii. that may result in harm or disadvantage to an individual or community.

arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the services (including those set out in the Australian Consumer Law). Where that liability cannot be excluded, Mt Selwyn Snowfields Pty Ltd will limit its liability to the maximum extent permitted by law.

7. Except to the extent that the law, including the Competition Consumer Act 2010 provides that liability cannot be excluded, you acknowledge that we are not liable to you for personal injury or death, which includes loss, damage and injury to you or any persons and incidental, indirect, special, consequential or economic loss or damage to you or any persons (including loss of opportunities, exemplary or punitive damages) whether arising from default, negligence, misconduct or otherwise by us, our employees, servants or agents and you agree to indemnify us against all such claims.
8. We make no warranties in relation to the services to be provided. Without limiting paragraph 3 above, all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising out of contract at common law under statute) are to the maximum extent permitted by law expressly excluded and you acknowledge that our liability under any statutory right or any condition or warranty implied by the CCA which cannot be excluded, is limited at our option to the resupply of the services or the payment of the cost of having the services supplied again.
9. The lift ticket must be worn on the upper part of the body, be clearly visible and; 1. Is valid for the period of issue only 2. Must be carried at all times 3. Remains the property of the company at all times and is not transferrable 4. Is not for resale 5. Mt Selwyn Snowfields Pty Ltd will not refund or replace tickets which are lost or stolen, or for any unused portion of a ticket, or if any facilities are not operating for any reason.
10. The expression "snowfield facilities" whenever used in this notice shall mean all lifts, buildings, car parking, road walkways, equipment, facility or trail and shall include the area adjacent to the snowfield whether the same is owned, leased or occupied, operated, maintained or used by the company and whether under the care and control of the company or otherwise. The expression "the company" used in this notice shall mean Mt Selwyn Snowfields Pty Ltd and its respective assigns, servants

and agents and each of them jointly and severally.

SNOW-PLAY AREA

SNOW-PLAY CONDITIONS OF ENTRY / RISK WARNING

RISK WARNING - All recreational activities (including snow-play, snow tubing, tobogganing and other snow sliding activities) involve a significant risk of harm and physical injury to participants including permanent disability and/or death. Such risk and injury may arise from your own actions and also from the actions, omissions and/or negligence of others. You agree that you engage in any recreational activity at your own risk and you acknowledge that MT Selwyn Snowfields Pty Limited is not liable to you for any breach of duty, or any express or implied warranty, that the services provided will be provided with reasonable care and skill.

Recreational activities involve inherent risks which can be reduced by common sense and personal awareness. These risks may include sudden and unexpected changes in conditions such as weather and snow surface conditions, the behaviour of others, lack of speed and directional control and both natural and artificial hazards.

PLEASE TAKE CARE AND STAY SAFE

TERMS AND CONDITIONS OF HIRE AND RISK WARNING

The expression “The Company” wherever used in these conditions shall mean Mt Selwyn Snowfields Pty Ltd ACN 002 588 598 ABN 92 157 120 410 and its respective assigns, servants and agents and each of them jointly and severally.

1. The Hirer acknowledges receipt of the equipment in good order and condition and accepts full responsibility for its care. The Hirer agrees to compensate The Company for its loss (up to the full reinstatement value of the equipment) if the equipment is not returned (whether due to loss, theft or any other reason) or if the equipment suffers any abnormal damage during the period of hire, whether such damage occurred while it was in the hirer’s possession or not. The Hirer agrees that any deposit lodged may be forfeited to pay for all or any part of these liabilities.
2. The Hirer agrees to pay a charge equivalent to the daily rate of hire in respect of each day that the equipment or any part thereof is returned after the date on which the equipment is due to be returned. No refund will be given for early return of the equipment.
3. The Hirer is familiar with the proper use of the equipment. The Hirer understands that the rental technicians are able to answer questions as to the proper use of the equipment, but the Hirer has not relied on any advice or representation made by them or by The Company.
4. The Hirer acknowledges that The Company recommends that all snowboarders wear wrist guards and that all skiers and snowboarders wear helmets, but recognises that the decision to wear a helmet is a matter of personal or parental choice.
5. The Hirer agrees to use the equipment in a safe and responsible manner and to comply with the Alpine Responsibility Code on display and with all signage and directions of The Company. The Hirer agrees not to sub-hire or lend the equipment to any other person.
6. The Hirer warrants that the information supplied in this Hire Agreement Form is true and correct and that there have been no misrepresentations in regard to the heights, weights, ages and skier abilities of any of the hirers on this form. The Hirer acknowledges that this information is required in order to properly adjust the ski boot / binding settings. The Hirer agrees that the settings appearing in the visual indicator windows on the bindings correspond with the settings recorded on this form. The Hirer agrees not to alter these settings. The Hirer further acknowledges and understands that the ski or snowboard boot / binding system will not release at all times or under all circumstances and will not guarantee safety.
7. RECREATIONAL ACTIVITIES (INCLUDING SKIING, SNOWBOARDING, TOBOGGANING AND SNOW TUBING) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM

ACTIONS OF THE HIRER, BUT FROM THE ACTIONS, OMISSION OR NEGLIGENCE OF OTHERS.

8. The Hirer acknowledges the risk warning set out in paragraph 7 above and that the warning constitutes a risk warning pursuant to the *Civil Liability Act, 2002*.
9. The Hirer acknowledges that the Company provides “recreational services” as defined in the Competitions and Consumers Act 2010 (CCA) and assumes all risks in connection with the use of the equipment and further acknowledges that the subject to any non-excludable statutory provisions, including under the CCA, The Company is not liable for any breach of any guarantee or warranty that any of the services provided in relation to the equipment provided with reasonable care and skill.
10. Without limitation to paragraph 9 above and subject to any non-excludable statutory provisions, including under the CCA, The Company is not liable for and excludes liability to you for death, personal injury, the contraction or aggravation or acceleration of a disease and/or the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs of any kind arising from or in relation to the equipment and whether due to accident, breakdown, defect and whether arising from default, negligence, misconduct or otherwise of The Company and to the fullest extent permitted by law all conditions, guarantees, warranties and representations to the contrary are excluded.
11. Without limitation to paragraphs 9 and 10 above, the Company’s liability under any statute that cannot be excluded is, to the fullest extent permitted by law, limited at the option of The Company to the resupply of the services or the payment of the cost of having the services supplied again.

Without limitation to paragraphs 9, 10 and 11 above, the Hirer agrees to indemnify the Company from and against all claims and losses as described above, including any claims for damages howsoever arising from the use of the equipment.

YOUR ALPINE RESPONSIBILITY CODE

There are inherent risks in all snow recreational activities. Common sense, staying in control and personal awareness can reduce these risks. Risks include rapid changes in weather, visibility and surface conditions, as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers, snow fences and snowmaking equipment. Observe the code and ski and ride with courtesy to others.

1. Stay in control and avoid other people and hazards.
2. Use appropriate protective equipment, especially helmets, to minimise the risk of injury.
3. You must have the ability to use each lift safely. If in doubt ask the lift attendant.
4. Obey all signs and warnings, and keep off closed trails and areas.
5. It is your responsibility to avoid and give way to people below and beside you.
6. Do not stop where you are not visible from above or where you obstruct a trail.
7. Before starting downhill, or merging into a trail, look uphill and give way to others.
8. Use care to prevent runaway snowboards.
9. If you are involved in or see an accident, alert and identify yourself to Resort Staff.
10. Be aware that it is dangerous to ski, board or ride lifts if your ability is impaired by drugs or alcohol.

KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

**Failure to observe the Code may result in cancellation
of your ticket or pass by Resort Staff.**

