

## BULLER SKI LIFTS PTY LTD

### LIABILITY EXCLUSION AND WAIVER AND CONDITIONS OF ENTRY

#### 2017 Tom Mathias Memorial FIS SX & FIS SL MT BULLER

I, the undersigned competitor, in consideration of being accepted as an entrant and participant in the Event, agree, acknowledge and represent that:

Buller Ski Lifts Pty Ltd (ABN 20 006 242 066) 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') organises the Event and provides all services associated with the Event, including ski and/or snowboard racing, skiercross, bordercross, freestyle, freeform, terrain, rail, half pipe, moguls, big air, and all other types of competition that involves the use of skis or snowboards, as well as snow making, snow grooming, the use of chair lifts, the condition, layout, design, construction, and maintenance of the Event course (recreational activities) subject to the following conditions:

#### EXCLUSION OF LIABILITY

The Supplier shall have no liability whatsoever to me, my dependants or legal representatives for personal injury or death suffered by me in any way whatsoever arising out of my participation in the Event or due to the recreational activities not being supplied with due care and skill or not being reasonably fit for any purpose which I made known to the Supplier, or because the recreation activities failed to achieve any result reasonably expected by me which I made known to the Supplier, or for breach of any other of the consumer guarantees applied by the Australian Consumer Law (Victoria), or due to the negligence, breach of contract or statute or statutory duty by the Supplier in any way relating to or arising from the sale or supply of recreational activities by the Supplier to me.

#### RISK WARNING AND WAIVER TO SUE

I acknowledge and agree that my participation in the Event, skiing and/or snowboarding and all associated activities are dangerous and have many inherent risks and as a result personal injury (including serious personal injury) and sometimes death can occur and I assume and accept all such risks in any way whatsoever arising from my participation in such activities including the Event and I hereby waive my right to sue the Supplier for all claims I or my dependents, or my representatives may have for such personal injury or death in any way whatsoever arising from or in connection with such activities or the Event.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:** Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees 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

are reasonably fit for any purpose which you, either expressly or by implication, make known to the Supplier; and

might reasonably be expected to achieve any result you have made known to the Supplier.

Under section 22 of the Australian Consumer Law & Fair Trading Act 2012, the Supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the Supplier under the Australian Consumer Law & Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in paragraphs 1 and 2 above.

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, 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 Act 2012 and section 23(3)(b) of the Australian Consumer Law & Fair Trading Act 2012.

I acknowledge that:

Skiing and snowboarding, the participation in the Event and the use of ski lifts and oversnow transport are hazardous activities and can result in injury or death to me;

Participation in the Event requires certain skills and I declare that I have sufficient skill to be able to safely and properly participate in the Event;

I 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 may contain natural and manmade hazards which may or may not be marked;

I am responsible for ensuring that I have and will wear equipment suitable for safely and properly participating in the Event;

It is compulsory for all skiers and snowboarders to wear an accredited helmet whilst participating in the Event and the Supplier recommends that all snowboarders wear wristguards whilst participating in 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;

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 I wear suitable clothing;

The Supplier makes no representations as to the suitability of the snow conditions or 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.

I will not consume alcohol or illicit drugs whilst participating in the Event and agree that such use will enable the Supplier to exclude me from the Event with no entitlement to any refund of money paid for entry to the Event.

I 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.

8. (a) I authorise the Supplier to take all steps considered reasonably necessary to protect my welfare during and after the Event, including obtaining emergency medical and/or dental treatment for me if required. I acknowledge such treatment may include helicopter, oversnow 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/or medical treatment.

I acknowledge that Supplier has an unrestricted right to deny me access to the Event or 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 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.

I am 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 me.

By signing this form 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 form.

I consent to photographs taken of me 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.

I agree that I have read and understood the rules of the Event and I will abide by them as determined by the Supplier.

I acknowledge and understand that the Supplier is collecting, using and dealing with my personal information in accordance with its privacy policy, which is accessible from [www.skibuller.com.au](http://www.skibuller.com.au).

These conditions shall be governed by and construed firstly in accordance with the laws of the State of Victoria and then in accordance with the laws of the Commonwealth of Australia. If any provision of these conditions should be determined to be void, invalid or otherwise unenforceable, it shall be deemed deleted and the remaining provisions shall remain and continue to be valid, binding and enforceable.

Declaration: I have read and I understand this Liability Exclusion, Wavier and Conditions of Entry and agree to be bound by them.