

TERMS & CONDITIONS, ATHLETE INDEMNITY AND PUBLICITY RELEASE

The Club requires both parents of applicants under the age of 18 years (or the parent with whom the applicant is living if the parents are separated or divorced) and the applicants aged 18 years or over to sign the Agreement set out below. This Agreement is a legal document, which contains an **EXCLUSION OF LIABILITY, AND INDEMNITY AND AN ASSUMPTION OF RISK CLAUSE**. These conditions will affect the legal rights of the parents and the applicants. **It is essential that you read it carefully and, if you wish, obtain independent legal advice on it.**

This Agreement is made between the Mt Buller Race Club (the Club) and either the (1) parent or parents named on this application form where the applicant/s also named on this application form are under the age of 18 years, OR (2) the applicant/s named on this application form who are 18 years or over and his or her parents named on this application form. (the contracting parties).

Indemnity and Waiver

A. In consideration of the applicant/s named on this application form (the applicants) being accepted as a member of the Club and/or of a training squad operated by the Club, the contracting parties hereby agree with the Club that:

- 1 The Club shall have no liability whatsoever in negligence, breach of contract, breach of statute or statutory duty to the applicants, the parents or any dependant thereof or their legal representative for personal injury or death suffered by the applicants or the parents arising in any way whatsoever from the supply by the Club of recreational services to the applicants, including but not limited to skiing, snowboarding, skiing or snowboarding lessons, coaching, instruction or training, ski or snowboard racing, the conditions, layout or design of ski or snowboard runs or slopes or of ski or snowboard racecourses, (including half pipes, boardercross courses and terrain parks), or the presence of people or natural or man made objects thereon or nearby, use of ski lifts, use of any other ski or snowboard type devices, transportation by land, air or sea, within or without of Australia, accommodation within or without of Australia, supervision (including 24 hour supervision when the applicants are attending any venue away from the Mt Buller Alpine Resort, including venues within or without of Australia) and the setting or adjustment of any equipment used in ski or snowboard racing or training including the DIN setting of ski binding release mechanisms, and any and all associated sporting activities or similar leisure time pursuits (which activities are referred to in this document as "snowsports").
- 2 The contracting parties acknowledge that snowsports are dangerous recreational activities with many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences. The contracting parties hereby **FREELY AND VOLUNTARILY ASSUME AND ACCEPT** all risk of personal injury or

death in any way whatsoever arising from snowsports and agree to inform themselves and assess all the dangers, hazards and risks of participating in the snowsports. Further the contracting parties and any dependant thereof and their legal representative release the Club and waive all liability and claims with respect to the supply of recreational services to the applicants and the applicants' participation in snowsports.

- 3 The contracting parties hereby jointly and severally agree to **FULLY INDEMNIFY AND HOLD HARMLESS** the Club from all claims, demands, actions and suits which may at any time hereafter be brought by or on behalf of the applicants, the parents or any other person against the Club for personal injury or death suffered by the applicants, the parents, or by any other person or caused by the applicants to any other person in any way whatsoever arising out of the participation of the applicants in snowsports.
- 4 The contacting parties acknowledge and agree that they are fully satisfied as to the applicant/s physical and medical condition to participate in snowsports.
- 5 The contracting parties acknowledge that this Agreement:
 - 6 (a) is an agreement for the supply of recreational services,
 - 7 (b) is governed by the laws of the State of Victoria and the Commonwealth of Australia and agree that the Courts of the State of Victoria shall have exclusive jurisdiction, and
 - 8 (c) constitutes the entire agreement between the contracting parties and the Club and is intended to be interpreted as broadly as possible against the contracting parties and in favour of the Club.
- 9 If any applicant/s named in the application form is/are under the age of 18 years, the parents of the applicant/s (or the parent with whom the applicant is living if the parents are separated or divorced), acknowledges and agrees as follows:
 - 10 (a) the applicant is under the age of 18 at the date of signing the agreement,
 - 11 (b) I/we have read and understood the agreement and have fully explained to the applicant the terms and effects of the agreement,
 - 12 (c) the applicant has read the agreement and, together with the benefit of our explanation understands its terms and effects, and
 - 13 (d) the agreement is for the benefit of the applicant.
- 14 If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall still be given full legal force and effect.
 - 15 (a) The term "the applicants" means the applicant or the applicants whose names appear on the application form of which this Agreement forms a part.
 - 16 (b) The terms "the Mt Buller Race Club" and "the Club" both mean the Mt Buller Race Club Inc, its committee, members, employees, servants, agents, all coaches, instructors, representatives and volunteers acting for or on behalf of the Club from time to time, and *Buller Ski Lifts Pty Ltd* its employees, servants and agents.

- 17 (c) The term “the parents” means the parent or parents of the applicants.
- 18 (d) The term “the contracting parties” means the parents who have signed this agreement, and any applicant 18 years or over who has signed this agreement.

Other Terms

A. In consideration of the applicant/s named on this application form (the applicants) being considered as a member of the Club and being considered by the Club for membership of a training squad operated by the Club, the contracting parties hereby also agree with the Club that:

- 1 The applicants will (and the parents will procure that the applicants will):
- 2 (a) Wear the Club uniform when participating in on-snow elements of the Club’s 2015 programs, including immediately prior and after participating in races during the 2013 southern winter, other than Interschools races.
- 3 (b) Ensure their Club uniform displays the badges of current Club sponsors when they wear it.
- 4 (c) Abide by the Club’s Code of Conduct as published on the website www.mbrc.org.au, as amended by the Club from time to time.
- 5 (d) If required, submit themselves to the Club’s disciplinary procedures as published on the website www.mbrc.org.au, as amended by the Club from time to time.
- 6 The Club may, in its absolute discretion, accept or reject any application for membership of the Club or of a Club training program.
- 7 The Club may provisionally accept an applicant who has not previously been a member of the Club’s program. If the Club provisionally accepts an applicant, within ten days of the commencement of the Club’s southern winter training program, the Head Coach will advise the applicant or his or her parents whether the applicant is finally accepted or rejected. If the applicant is rejected, the applicant will cease training with the Club forthwith. The Club will refund all fees paid by or on behalf of the applicant to the Club in respect of its southern winter training program, less 20%.
- 8 Once the applicants are accepted or provisionally accepted to the Club’s training program, the deposit paid and any other moneys paid by or on behalf of the applicants under this agreement shall be non-refundable. This Clause applies to all circumstances, including an applicant withdrawing from training as a result of illness or injury.
- 9 The parents will abide by the Club’s Code of Conduct as published on the website www.mbrc.org.au, as amended by the Club from time to time.
- 10 If a party to this agreement is in breach of Clauses 1 or 5 of this agreement, the Club may:
- 11 (a) Give notice to the parents of the breach requesting that it be remedied within seven (7) days; and
- (b) In the event that the breach is not so remedied, terminate this Agreement, without refunding any amounts paid by or on behalf of the applicants.