

**EXCLUSION OF LIABILITY - WAIVER OF RIGHT TO SUE - YOUR ASSUMPTION OF RISK - THESE CONDITIONS AFFECT AND RESTRICT YOUR LEGAL RIGHTS.**

Alpine Resorts Victoria trading as Lake Mountain Alpine Resort (ABN 33 432 219 067) (the Supplier) offers you use of recreational activity (Recreational Activities) at Lake Mountain Alpine Resort (the Resort) on the terms and conditions (the Conditions) set out in this form.

The Recreational Activities are all activities undertaken at the resort, including but not limited to skiing, using Magic Carpet lifts, snow tubing, tobogganing and snow play.

**1. EXCLUSION OF LIABILITY**

You may accept this offer by booking a session and ticket for Village Toboggan Run, Mini Toboggan Run and Koala Creek Toboggan Run access or using or making use of any of the Recreational Activities. If you do any of these things, you have accepted this offer and are bound by the Conditions.

You must purchase a ticket for the session/date in which you wish to enter toboggan slope. Even if you fail to purchase a ticket, or to pay an applicable fee, if you use any of the facilities at the Resort or make use of any of the Recreational Activities, by such use you agree to and will be bound by these Conditions.

**2. EXCLUSION OF LIABILITY**

To the extent permitted by the law and in respect of any Recreational Activities, Permit Holders hereby release and discharge each of the Supplier, its personnel, contractors and any associated entities (the Released Entities and each a Released Entity) from all liability arising in relation to:

- a. death;
- b. the physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
- c. the contraction, aggravation or acceleration of a disease of an individual;
- d. 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 in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community;
- e. any failure to comply with the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law.

however, it may be caused and even if caused by negligence or lack of due care and skill of the Released Entities, arising from or connected with the Recreational Activities, except to the extent that any significant personal injury suffered by, or death of, a person is caused by the reckless conduct (or any other form of gross negligence) of a Released Entity.

**3. RISK WARNING AND WAIVER TO SUE.**

You acknowledge that Recreational Activities and associated recreational activities 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 the Supplier, 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.



## WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

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 and Fair Trading Act 2012*, the exclusion of these statutory guarantees is brought to your attention by this form.

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 and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

4. You must comply with the Alpine Responsibility Code and all signs or other directions of the Supplier. It may suspend or cancel your ticket and access to Recreational Activities at the Resort in its absolute discretion for noncompliance with the Code, these Conditions, or for reckless or careless conduct.

5. Children accessing the toboggan slope must have an adult accompany them if they are under 6 years of age. The adult must also book and pay for the same session/date.

6. You must have your ticket attached to your persons at all times when you are in the toboggan slope area which must be presented to the Supplier's agent upon request.

7. No tickets can be resold, transferred or altered in any manner. They are valid only for the date and session time purchased. The Supplier will not refund or replace any ticket if you suffer any illness or injury.

8. By purchasing a toboggan ticket, it does not guarantee use of the Magic Carpets or access to all three toboggan runs at Lake Mountain. Availability of these services will vary due to operational, environmental or safety constraints.

9. These Conditions may be varied from time to time. The variations will be displayed on signs at the Resort and posted on the Supplier's Website.



10. These conditions are to be governed by and constructed first in accordance with the laws of the Commonwealth of Australia and secondly in accordance with the laws in 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.

#### **PURCHASES ON BEHALF OF ANOTHER PERSON AND INDEMNITY**

11. If you purchase a ticket and access for a Recreational Activity from the Supplier on behalf of another person, you make that purchase as the agent of that other person who is also bound by these Conditions and by using or making use of the Recreational Activity 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 purchase the wristband, or Recreational Activity from the Supplier on behalf a child (under 18 years) in which case you agree to fully indemnify the Supplier for all loss and damage it may suffer due to any legal proceedings being brought by or on behalf of that child against the Supplier, its employees, directors and agents, for any personal injury or death suffered by that child caused by or arising from his/her use of Recreational Activity or participation in recreational activities.

#### **TOBOGGAN RULES FOR LAKE MOUNTAIN TOBOGGAN RUNS:**

- You must have a valid Toboggan Ticket to enter the toboggan run.
- Children under 6yrs **MUST** be accompanied by a parent with a valid Single Toboggan Ticket, sharing the same toboggan & assisting with the use of the Magic Carpet.
- The toboggan runs will be **CLOSED by 3.30pm**. Last toboggan tickets will be sold at 3pm.
- There is a set number of toboggans allocated for this toboggan run. Once all toboggans have been collected, you are required to queue until a toboggan becomes available.
- You must follow all signage & instructions given by Lake Mountain staff when inside the run.
- Aggressive behaviour of any kind will **NOT** be tolerated towards Lake Mountain staff or others.
- No walking on the toboggan slopes, only along the designated walking areas.
- No smoking, food or alcohol allowed on slope. See designated smoking areas.
- No erected selfie sticks or poles/rods while using a toboggan, including umbrellas.
- The toboggan runs are **NOT** to be used for snow play or other activities outside of tobogganing. See designated snow play areas.
- The responsibility is on the individual participating in tobogganing to manage the use of their toboggan on the slope, utilising the toboggan safely amongst all other users, including moving on quickly at the bottom of the run.
- It is the responsibility of the individual to determine if you are physically fit to participate in tobogganing safely.
- Lake Mountain Alpine Resort management reserves the right to refuse or revoke entry if a person/s at any time are not adhering to our set Terms & Conditions.

