

AUSTRALIAN ALPINE CLUB

FALLS CREEK INC ("AAC")

LIABILITY EXCLUSION AND WAIVER AND CONDITIONS OF ENTRY AAC Club Ski
Race (the 'Event')

ADULT COMPETITION

Name of Competitor:

Date of Birth of Competitor:_____

Address:.....

Telephone:.....

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

AAC, its employees, agents, contractors and all Event organisers (collectively "the Club") including Falls Creek Ski Lifts Pty Ltd ("the Supplier"), sponsors, their officers, employees, agents or contractors, 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

- 1. The Club 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 Club, or because the recreation activities failed to achieve any result reasonably expected by me which I made known to the Club, 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 Club in any way relating to or arising from the sale or supply of recreational activities by the Club to me.

RISK WARNING AND WAIVER TO SUE

- 2. 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 Club 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.
- 3. As a condition of participating in the Event I have (or will) sign a liability exclusion and waiver for the Supplier ("the Ski Lift waiver"), and acknowledge that to the extent permitted by law the terms and acknowledgments the Ski Lift waiver equally apply to this waiver and the acknowledgements and waivers contained in the Ski Lift waiver apply to the Club.
- 4. I will not consume or be under the influence of alcohol or illicit drugs whilst participating in the Event and agree that such use will enable the Club to exclude me from the Event with no entitlement to any refund of money paid for entry to the Event.
- 5. 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.
- 6. I agree that I have read and understood the rules of the Event and I will abide by them as determined by the Club and the Supplier.
- 7. These conditions shall be governed by the laws of the State of Victoria. If any provision of these conditions should be determined to be void, invalid or otherwise unenforceable, 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.

Signature: _____

Witness (Must be over 18): _____

Dated this day of 2017