

## Thredbo Leisure Centre - Conditions of Entry



1. Entry is not transferable and non-refundable.
2. Management reserves the right to cancel, relocate or temporarily close facilities in order to carry out periodical maintenance.
3. Access and use of centre facilities is always subject to availability due to group bookings.
4. Access can be cancelled if a member engages in discourteous or hazardous conduct or breaches these conditions.
5. You must read all signs and follow all directions given by us, our employees or our agents.
6. 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 provides that liability cannot be excluded, we are not liable for any breach of any warranty that services we provide will be provided with reasonable care and skill. Where that liability cannot be excluded, Thredbo (KT) will limit its liability to the maximum extent permitted by law.
7. You acknowledge that we provide "recreational services" as defined in the Competition and Consumer Act 2010.
  - a. To the maximum extent permitted by this Act, we exclude liability to you including:
    - death;
    - personal injury;
    - the contraction, aggravation or acceleration of a disease; and 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: that is or may be harmful or disadvantageous to an individual or community; or
    - that may result in harm or disadvantage to an individual or community.
  - b. 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 liability cannot be excluded, Thredbo will limit its liability to the maximum extent permitted by law.
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 or 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 Competition and Consumer Act 2010 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.

Except to the extent that the law, including the Competition and Consumer Act 2010 provides that liability cannot be excluded, you acknowledge that we are not liable to you for any personal injury or death, which includes loss, damage, injury to you or any persons and any 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 or our agents and you indemnify us against all such claims.
9. In the event of a dispute over customer benefits (including entitlements to participate in any class or session) the centre management's decision is final and binding.
10. Locker use is only permitted while within the centre. Upon leaving the centre, lockers must be emptied, re locked and the key returned to reception desk.
11. All Pool Hall, Sports Hall and Gym conditions of entry are to be respected at all times.
12. Squash court conditions are to be respected at all times. The cleaning of the squash court glass is to be completed at the end of the game.
13. Entry into the centre is subject to the conditions of entry. A valid pass must be presented on entry, otherwise a casual fee will be charged if a pass is not presented.
14. When required wristbands are to be worn in the centre when using certain facilities.
15. Management reserves the right to refuse entry or remove any person who;
  - a) Fails to comply to any of the conditions of entry to the Thredbo leisure Centre
  - b) Act in a dangerous or discourteous manner
  - c) Are under the influence of alcohol or drugs

### Use of Pool Hall

1. Children under the age of 15 will not be allowed entry into the pool without continuous supervision of a responsible adult over the age of 18.
2. Children 5 years and under, as well as all non-swimmers, are required to be within arms-reach of an adult at all times.
3. Lifeguards have the right to ask children to vacate the pool if they believe they are not adequately being supervised by a parent/guardian.
4. For hygiene reasons, all patrons will be asked to shower before entering the pool.
5. Articles of clothing such as; streetwear, underwear, bike pants, leotards and sporting wear are strictly prohibited from being used. Only recognised swimwear, made from lycra and nylon are to be worn into the water.
6. Diving is not permitted in water less than 1.6m in depth. Please check signage or with a lifeguard to ensure depth is adequate.
7. All babies/toddlers who are not toilet trained must wear approved swimmer nappies.
8. People with a recent history of diarrhoea/gastro infections should not enter the water of a public swimming pool.

### Use of Gym

1. All users of this facility must;
2. Wear appropriate footwear (e.g. runners/sneakers)
3. Wear clothing that adequately covers their upper and lower torso's
4. Not bring food or drink (except water/sports drinks) into the training facility
5. Use sweat towels at all times and wipe down/clean equipment of sweat after use
6. Use of the gymnasium is limited to people 15 years and over, unless under direct supervision and part of an organised training program.
7. All weights MUST be returned to their racks/storage areas after use and not be left on equipment or floor space. Assistance should be sought from staff, if needed, when moving heavy weights or bars.
8. Equipment is not to be monopolised for an extended time, especially during rest periods.
9. Bags are not permitted in the training area at any time; please use the lockers or other storage areas provided within the centre.
10. Report all hazards/incidents or any faulty and damaged equipment to reception.

### Use of Sports Hall

1. All children under 15 years of age must be supervised by a responsible adult at all times.
2. All equipment is to be returned to their appropriate storage areas after use including; balls, goals, nets and tables.
3. Appropriate clothing and footwear is to be worn at all times within the sports hall (shirts/shorts/enclosed footwear).