



Unaccompanied Minor Rental Form

Kosciuszko Thredbo Pty Limited supplies Snow Sports equipment rental to Minors purchasing Social and School Group ski or snowboard packages. The following information is required to assist Thredbo Sports staff process the equipment requirements for an unaccompanied minor, that is, a person under 18 years of age not accompanied by a parent or legal guardian on the date of the ski package.

It is a requirement at Thredbo Sports that a rental form be prepared and signed by the parent or legal guardian of a minor. Where the parent or legal guardian of the minor will not be present at Thredbo Sports Rental at the time the equipment is issued to the minor, the information required by the rental form must be completed in advance by completing the "Unaccompanied Minor Rental Form".

IMPORTANT, Please note:

- 1. The height, weight, age and skier ability details of the unaccompanied minor are required to assist us with ski binding adjustments. We ask that you complete this information very carefully to ensure the correct binding settings are calculated for the unaccompanied minor.
- 2. It is necessary for the parent / legal guardian of the unaccompanied minor to read, understand and sign and date the Terms & Conditions of Rental and Risk Warning that apply to the equipment rented;
- 3. Credit card details are also required as a security deposit for the equipment rented.

Please read and carefully complete this 2 page form and ensure that the unaccompanied minor presents this form to Thredbo Sports Rental staff upon arrival at the Friday Flat store.

Parent / Legal Guardian Name: ("The Hirer")

Relationship to Unaccompanied Minor:

Parent / Legal Guardian Address:

Parent / Legal Guardian Telephone number:

Unaccompanied Minors Name: ("Unaccompanied Minor")

Unaccompanied Minors Details: DOB: / / Height (cm) Weight (kg)

Skiing Ability (Tick box):

We use your age, height, weight, shoe size, and skier type to determine the settings of ski bindings. Be sure to provide accurate information, as an error may increase your risk of injury.

Skier Type 1: Prefers easy moderate slopes. Prefer slower speeds.

Skier Type 2: Ski moderately. Prefer a variety of speeds.

Skier Type 3: Skis aggressively. Normally ski at high speeds.

BEGINNER – INTERMEDIATE

Type 1

INTERMEDIATE – ADVANCED

Type 2

ADVANCED – EXPERT

Type 3

Equipment Required:

Snowboard and Snowboard boots (wrist guards are recommended)

Skis, Poles and Boots

Parka and Pants

Other



I agree that I do not want the optional helmet included in a rental bundle:

I agree that I do not want free of charge wrist guards included in snowboard rental:

TERMS AND CONDITIONS OF SKI OR SNOWBOARD RENTAL AND RISK WARNING

I acknowledge that:

1. (a) RECREATIONAL ACTIVITIES (INCLUDING SKIING AND SNOWBOARDING) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS;
(b) I have hired the equipment noted on this Agreement from Kosciuszko Thredbo Pty Limited A.B.N. 95 000 139 015 ("KT") subject to these Conditions of Rental;
(c) this Agreement is personal to me and shall not be assigned to any other person and no equipment rented may be lent, sub-hired, transferred or otherwise dealt with in any manner whatsoever;
(d) I have inspected the equipment carefully before renting and that the equipment rented: (i) has been supplied and adjusted as required by me; and (ii) is in good repair and free of defects;
(e) if I have hired:
 - (i) a ski-binding-boot system on skis – it may not release at all times or under all conditions where release may prevent injury or death, nor is it possible to predict every situation in which it will release, and it is, therefore, no guarantee of safety; and
 - (ii) snowboard equipment – the snowboard-boot-binding system on snowboard equipment is a NON-RELEASE system and that its use cannot guarantee my safety, nor does its use by me reduce the risk of injury to myself or my property (or death); and
 - (iii) a storage locker – loss or theft of my property may occur due to circumstances beyond KT's control; and
 - (iv) ski, snowboard or après boots – walking on snow or ice is slippery and care must be exercised at all times; and
 - (v) a helmet – no helmet can protect the user from all foreseeable impacts and its use cannot guarantee my safety;
(f) all equipment hired and used is at my own risk and that no condition, warranty or representation of safety, suitability or fitness is expressed or implied by KT or by its employees or agents; (g) acknowledge the risk warning set out in bold and capitals above and that the warning constitutes a risk warning pursuant to the Civil Liability Act, 2002 and I agree that I assume all risks in connection with my use of the equipment and acknowledge that KT is not liable for the breach of any express or implied warranty that the services it provides in relation to the equipment will be provided with reasonable care and skill; Where that liability cannot be excluded, Thredbo will limit its liability to the maximum extent permitted by law. (g) without limitation to paragraph
(h) above, subject to any non-excludable statutory provisions, KT is not liable for any injury, loss, delay, inconvenience or damage of any kind whether due to accident, breakdown, defect, and whether to person or property and whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and to the fullest extent permitted by law all conditions, warranties and representations to the contrary are excluded;
(i) without limitation to paragraphs (g) and (h) above, KT's liability under any statutory right or any condition or warranty implied by the Competition and Consumer Act 2010 (Cth) which cannot lawfully be excluded is, to the extent permitted by law, limited at the option of KT to the resupply of the goods or the payment of the cost of the resupply of the goods;
(j) no refund or part thereof will be given for early return of goods.

2. I agree to:

- (a) compensate KT for its loss (up to the full reinstatement value of the equipment) if I do not return the rented equipment (whether due to loss, theft or any other reason) or if the equipment suffers abnormal damage during the period of hire, whether such damaged occurred while it was in my possession or not; (b) fully indemnify and keep indemnified KT, its employees and agents from and against all claims, losses, expenses or damages which arise in any way in connection with the hired equipment, including loss, damage or injury to any other person (or their death); and (c) pay on a daily rental rate for all goods and equipment which I do not return on or before the last day of the renting period.

3. I acknowledge by signing below, that the credit card used in this transaction will be charged for any damages, overdue charges or replacement costs for lost or stolen equipment. I further understand that there are no refunds for early equipment returns.

I HAVE READ THE TERMS AND CONDITIONS ON THIS RENTAL FORM AND VOLUNTARILY AGREE TO THE SAME.

.....
User's Signature (or Parent / Legal Guardian signature if user is a minor).

.....
Date

PRIVACY STATEMENT: KT collects the personal information requested on this Rental Agreement to enable the efficient provision of the goods and/or services that are requested or required by its customers and to facilitate the administrative functions associated with the provision of the goods and/or services. It is possible for you to gain access to this personal information held by KT by writing to the Privacy Officer, Kosciuszko Thredbo Pty Ltd, PO Box 80, Thredbo NSW 2625.

Occasionally we would like to send you information on Thredbo products and promotions. Please tick this box if you do not wish to receive such offers