



TERMS AND CONDITIONS OF HIRE AND RISK WARNING

1. I acknowledge that:

(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 Kosciusko Thredbo Pty Limited A.B.N. 95 000 139 015 ("KT) subject to these Conditions of Hire;

(c) this Agreement is personal to me and shall not be assigned to any other person and no equipment hired may be lent, sub-hired, transferred or otherwise dealt with in any manner whatsoever;

(d) I have inspected the equipment carefully before hiring and that the equipment hired:

(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;

(h) without limitation to paragraph (g) 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 any State Fair Trading Act or the Trade Practices Act 1974 (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 hired 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 property (or their death); and

(c) pay on a daily hire rate for all goods and equipment which I do not return on or before the last day of the hiring period.

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

Kosciuszko Thredbo Pty Limited ABN 95 000 139 015