

**RENTAL, LIABILITY RELEASE, ASSUMPTION OF RISK  
AND WAIVER TO SUE AND INDEMNITY AGREEMENT  
PLEASE READ CAREFULLY**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS TO SUE THE SUPPLIER UNDER  
THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

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

Under 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 Supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. 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**, if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in 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 23(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

**RENTAL AGREEMENT**

In consideration of Mount Hotham Skiing Company Pty Ltd (ABN 60 004 294 697) its employees and agents (the "Supplier"), renting to me the equipment recorded in the supplier's point of sale system ("the Equipment") I agree to the following conditions:-

1. I acknowledge receipt of the Equipment in good order and condition and accept full responsibility for its care and I agree to pay for any damage to it however caused (including loss or theft) and will pay to replace at full retail value any Equipment not returned by 5pm on the final day of the rental period or be liable for the following and subsequent days rental at daily rates, whichever is the higher amount. I agree that any deposit lodged by me may be forfeited to pay for all or any part of these liabilities.
2. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment but I have not relied on any advice or representation made by them or by the Supplier.
3. I agree to return that Equipment in good order and condition to avoid any additional charges and that I will not be entitled to any refund or reduction in rental for early return of the Equipment.
4. I acknowledge that snowblades are not recommended by the Supplier for use by any person under 1.5 metres tall or under 15 years of age.
5. I acknowledge that the Supplier strongly recommends that all skiers and snowboarders wear accredited helmets, and that all snowboarders wear wristguards.
6. I agree to use the Equipment in a safe and responsible manner and to comply with the **Alpine Responsibility Code** and with all displayed signage and other directions of the Supplier.
7. [DOWNHILL SKI EQUIPMENT ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. I acknowledge that this information is required in order to properly adjust the ski boot/binding settings. I agree that the Supplier will use the above information to set my bindings in accordance with the binding manufacturer's recommendations. I agree not to alter these settings.
8. I have been made aware of the Supplier's privacy policy on its website (<http://www.mthotham.com.au/help/privacy.asp>) and acknowledge and understand that personal information will be collected, used and handled in accordance with that policy.
9. I agree that if I rent any skiing or snowboarding equipment from the Supplier on behalf of another person I do as the agent of the other person who as a consequence is bound by these conditions.

**ACKNOWLEDGEMENT OF RISKS**

I am aware that alpine skiing, snowboarding, x-country skiing, skiboarding, tobogganing and snowshoeing and all other snowsports ("snowsports") involve inherent risks, dangers and hazards and that personal injury and sometimes death can occur as a result of my participation in these activities.

**ALPINE SKIING:** I understand that the ski boot/binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is no guarantee that the user will not be injured.

**SNOWBOARDING/X-COUNTRY/SKIBOARDING/SNOWSHOEING/USE OF SHORT SKIS:** I understand that the boot/binding system for this type of equipment is not designed to release and will not release under normal circumstances. I understand that therefore this system will not reduce my risk of injury during a fall.

**HELMETS:** I understand that an accredited helmet designed for recreational snow sports use may help reduce the risk of some types of injuries to the user particularly at slower speeds. I recognise that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

**10. RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF RIGHT TO SUE AND INDEMNITY**

Mount Hotham Skiing Company Pty Ltd, being the Supplier of recreational services in the Mount Hotham Alpine Resort, supplies and sells all such services including skiing, snowboarding, tobogganing, snowtubing, skiing and snowboarding lessons, rental of skiing and snowboarding equipment, snow making, snow grooming, the use of chair lifts, t bars, poma lifts, moving carpets, rope tows, the condition, layout, design, construction, maintenance, grooming and use of ski/snowboard slopes and surrounds, including the presence of people or objects thereon or nearby, and all other associated sporting activities or similar leisure time pursuits (recreational activities) subject to the following conditions:

- 10.1 By using or participating in any recreational activities in the Mount Hotham Alpine Resort I accept that I, and the user of the Equipment ("the user") have agreed to and am bound by these conditions.
- 10.2. The Supplier is not liable to me, my dependants or legal representatives, or to the user for personal injury or death suffered by me, or by the user, due to the recreational activities not being supplied with due care and skill or not being reasonably fit for their purpose 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 Supplier.
- 10.3 I acknowledge that the recreational activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and I assume and accept all such risks and hereby waive the right to sue the Supplier for any personal injury or death in any way whatsoever caused by or arising from my use of or participation in such activities.
- 10.4 I agree to indemnify and hold harmless the Supplier from any and all liability for any personal injury to the user or to any third party, resulting from the use of the Equipment.
- 10.5 I also hereby waive the right to sue the Supplier for any head or brain injuries and loss or damage I may suffer due to my failure to wear an accredited helmet as recommended by the Supplier and I also agree to indemnify and hold harmless the Supplier against any claims by my dependants for any loss or damage suffered by them due to my failure to wear an accredited helmet.
- 10.6 This Agreement shall be governed by and construed firstly in accordance with the laws of the State of Victoria and then in accordance with the laws of the Commonwealth of Australia. If any provision of this Agreement should be determined to be void, invalid or otherwise unenforceable, it shall be deemed deleted and the remaining provisions of the Agreement shall remain and continue to be valid, binding and enforceable.

**I HAVE READ AND I UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY REPRESENTATIVES OR MY DEPENDANTS MAY HAVE AGAINST THE SUPPLIER**

.....  
Signature of Renter

.....  
Signature of User of Equipment  
If different from Renter

.....  
Date

.....  
Print name of Renter

.....  
Print Name of User

.....  
Date of Birth of Renter

.....  
Date of Birth of User