

**PERISHER BLUE PTY LIMITED
WINTER SPORTS CLUB / SNOWSPORTS SCHOOL
DECLARATION, WARRANT, WAIVER AND RELEASE**

"Perisher" means Perisher Blue Pty Limited, ACN 061 232 488

"Activities" means the preparation for, participation in and instruction in recreational alpine activities including but not limited:

- alpine, nordic and freestyle skiing
- snowboarding
- competition and training, including dry land and trampoline training
- riding on chairlifts, T-bars and other lifting devices.

RISK WARNING:

THE ACTIVITIES 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 THE ACTIONS OF A PERSON NAMED IN THIS FORM BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.

IN CONSIDERATION FOR, AND AS A CONDITION OF THE ACCEPTANCE OF THE APPLICATION OF THE PERSONS SET OUT IN THIS FORM TO BE MEMBERS OF THE PERISHER BLUE WINTER SPORTS CLUB OR TO PARTICIPATE IN THE PERISHER BLUE SNOWSPORTS SCHOOL, I/WE:

1. warrant that each applicant is medically fit (including physically and mentally) to participate in any alpine activities including but not limited to, the Activities and that none of the applicants has been advised otherwise by a medical practitioner;
2. 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 agree that I/we each assume all risks in connection with my/our participation in the Activities and acknowledge that Perisher is not liable for the breach of any express or implied warranty that services it provided with reasonable care and skill;
3. agree that I/we will abide by the rules and conditions of the Activities including those in any literature or verbal or written instructions and will at all times comply with any such instructions from any employee of Perisher and will at all times comply with the Alpine Responsibility Code (printed overleaf);
4. waive, release and discharge all and any claim, right or cause of action however arising including from any negligent act or omission of any person, whether or not presently ascertained immediate, future or contingent, which I/we may otherwise have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I/we may suffer or sustain in the course of or consequent upon my/our participation in the Activities;
5. indemnify against any claim, right or cause of action howsoever arising including from any negligent act or omission of any person, whether or not presently ascertained, immediate, future or contingent which I/we may have for or arising out of loss of life or injury, damage or loss of any description whatsoever and howsoever caused which I or any of us may suffer or sustain in the course of or consequent upon my/our participation in the Activities;
6. agree that the waiver, release and discharge contained in paragraph 4 above and the indemnity contained in paragraph 5 above shall operate in favour of Perisher and its employees, assigns, sponsors, agents, officers, directors and related bodies corporate (as that term is defined in the Corporations Act), each the "Released Persons", and shall so operate whether or not the loss, injury or damage is due or attributable to an act, neglect or omission (including from any negligent act or omission of any person) of any one or more of the Released Persons;
7. agree that the waiver, release and discharge contained in paragraph 4 above and the indemnity contained in paragraph 5 above may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or made or recovered against any or each of the Released Persons;
8. acknowledge and agree that Perisher'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 be lawfully excluded is, to the extent permitted by law, limited at the option of Perisher to the re-supply of the relevant services by Perisher or the payment by Perisher of the cost of having the services supplied again; and
9. acknowledge and agree by my/our participation in the Winter Sports Club or Ski and Snowboard School that performing aerial manoeuvres and specifically, inverted aerial manoeuvres or off axis rotations ("Inverts") is inherently dangerous and carries a high risk of serious personal injury, illness, permanent disability and/or death which may or will result in severe economic and/or property loss and damage and I/we each fully recognise and accept those risks.

By ticking this box I/we indicate it is not my/our intention to attempt Inverts (and/or indicate that the parent/guardian of minors named on this form do not consent to those minors attempting Inverts).

I/WE HAVE READ CAREFULLY AND UNDERSTAND THIS DECLARATION, WARRANT, WAIVER AND RELEASE, AND HAVING DONE SO, I/WE SIGN VOLUNTARILY.

Signature of Applicant - A (if above 18 years of age) _____ Please print name in full _____ Date: _____

Signature of Applicant - B (if above 18 years of age) _____ Please print name in full _____ Date: _____

DECLARATION FOR MINORS

If any applicant is under 18 years of age on this day, the declaration must be signed by a parent or guardian of that applicant.

The persons named below warrant and certify that he or she is the parent or guardian of the child/children named below (each "the Child") the Child has my/our consent and is capable of participating in the Activities. The person(s) named below confirm that he/she has read and understand this declaration, warrant, waiver and release and agrees, on behalf of the Child, to be bound by each of those conditions and having done so, signs voluntarily.

Name of Applicant #1 (Minor) _____ (the'Child') Aged: _____ Name of Applicant #2 (Minor) _____ (the'Child') Aged: _____

Name of Applicant #3 (Minor) _____ (the'Child') Aged: _____ Name of Applicant #4 (Minor) _____ (t'Child') Aged: _____

Signature of Parent/Guardian of the Child _____ Please print name in full _____ Date: _____

Relationship of Parent/Guardian to the Child: _____ Age of Parent / Guardian: _____

PUBLICITY RELEASE

I/We unconditionally assign to Perisher all right title and interest I/we/the Child may have in any and all audio, audio visual and/or photographic recording of me/us/the Child and grant to Perisher permission to use, display, licence, sell and publish or otherwise deal with such audio, audio visual and/or photographic recordings of me/us/the Child, including for the purpose of advertisement, promotion or otherwise. I/we further agree that any such recording(s) shall remain the exclusive property of Perisher.

Signature of Applicant - A _____ Signature of Applicant - B _____

MEDICAL RELEASE FOR MINORS

- (A) I permit any authorised Perisher employee to arrange for medical attention for the Child or to transfer the Child to the Perisher Valley Medical Centre or to a hospital if, in the opinion of that person, medical attention is needed or is likely to be needed for My Child.
- (B) I agree that on transporting the Child to any hospital or medical facility Perisher will have no further responsibility for, or in respect of, My Child.
- (C) I agree to pay all costs associated with such medical care or attention and for related transportation for the Child and I agree to indemnify and to keep indemnified Perisher for and in respect of any such costs incurred.
- (D) I further authorise the Perisher Valley Medical Centre, its assigns, employees or agents to render any necessary or emergency medical care or attention to the Child if considered necessary by a medical practitioner employed by the Perisher Valley Medical Centre.
- (E) I am aware that the practice of medicine in a surgery is not an exact science and I acknowledge that no guarantees have been made to me/the Child as to the result of treatment or examinations at the Perisher Valley Medical Centre or a hospital.

Signature of Parent/Guardian of the Child(Minor): _____ Date: _____ Relationship of Parent/Guardian to the Child: _____ Age of Parent / Guardian: _____

PRIVACY: Perisher Blue Pty Limited collects the personal information requested on this form to enable the efficient provision of the goods and/or services that you have requested and to complete the administrative and payment functions associated with that transaction. It is possible to gain access to this personal information held by Perisher Blue. The Perisher Blue Privacy Policy Statement sets out our policies on the management of personal information. To get a copy, please write to The Privacy Officer, Perisher Blue Pty Limited PO Box 42, Perisher Valley, NSW 2624 or you can also telephone us on (02) 64594 495, visit our website at www.perisherblue.com.au or email to privacy@perisher.com.au



Alpine Responsibility Code

Regardless of how you enjoy your snow sport, always show courtesy to others and be aware that there are inherent risks in all snow recreational activities that common sense and personal awareness can reduce. These risks include rapid changes in the weather, visibility and surface conditions, as well as natural and artificial hazards such as, rocks, trees, stumps, vehicles, lift towers, snow fences and snowmaking equipment.

Observe the code and share with others the responsibility for a great experience.

1. Know your ability and always stay in control and be able to stop and avoid other people or objects. It is your responsibility to stay in control on the ground and in the air.
2. Take lessons from qualified professional instructors, to learn and progress
3. As you proceed downhill or overtake another person, you must avoid the people below and beside you.
4. Do not stop where you obstruct a trail or run, or are not visible from above.
5. When entering a trail or run or starting downhill, look uphill and give way to others.
6. When riding chairlifts always use the restraining devices. Always use suitable restraints to avoid runaway skiing/boarding equipment. Ensure your equipment is in good condition.
7. Observe and obey all signs and warnings. Keep off closed trails or runs and out of closed areas.
8. Before using any lift you must have the knowledge and ability to load, ride and unload safely.
9. Do not ski, snowboard, ride a lift or undertake any other alpine activity if your ability is impaired by drugs or alcohol.
10. If you are involved in, or witness an accident or collision, alert Ski Patrol, remain at the scene and identify yourself to the Ski Patrol

KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

FAILURE TO OBSERVE THE CODE MAY RESULT IN CANCELLATION OF YOUR TICKET OR PASS BY SKI PATROL OR OTHER AUTHORISED PERSONNEL.

'RESPECT GETS RESPECT

FROM THE LIFT LINE, TO THE SLOPES, THROUGH THE PARK AND THE RESORT.