

**KOSCIUSZKO THREDBO PTY LIMITED
EVENT PARTICIPANT
DECLARATION, WARRANT, WAIVER AND RELEASE**

The Event means the type of event/s which has been selected on the entry form
THREDBO & KT means KOSCIUSZKO THREDBO PTY LIMITED, ACN 95 000 139 015
Sponsors include, but are not limited to, the following:
• KT

RISK WARNING:

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.

IN CONSIDERATION FOR, AND AS A CONDITION OF MY ENTRY AS A PARTICIPANT IN THIS EVENT I HEREBY:

1. warrant that I am medically fit (including physically and mentally) to participate in the Event and that I have not been advised otherwise by a medical practitioner;
2. warrant that I will inspect the Event area and arenas and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of the Event ('Event Staging Area') and agree that I will not participate in the Event unless I am completely satisfied with the adequacy and condition of the Event Staging Area;
3. 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/My Child's participation in the activities and acknowledge that KT is not liable for the breach of any express or implied warranty that services it provides will be provided with reasonable care and skill;
4. agree that I will abide by the rules and conditions of the Event including those in any literature or verbal or written instructions and that I will at all times comply with the Alpine Responsibility Code;
5. waive, release and discharge all and any claim, right or cause of action however arising, whether or not presently ascertained, immediate, future or contingent, which I 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 may suffer or sustain in the course of or consequent upon my participation in the Event;
6. indemnify against any claim, right or cause of action howsoever arising, whether or not presently ascertained, immediate, future or contingent which I may have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I may suffer or sustain in the course of or consequent upon my participation in the Event;
7. agree that the waiver, release and discharge contained in paragraph 5 above and the indemnity contained in paragraph 6 above shall operate in favour of KT 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 of any one or more of the Released Persons;
8. agree that the waiver, release and discharge contained in paragraph 5 above and the indemnity contained in paragraph 6 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;
9. [if relevant] agree to sign off from my rostered day of work to participate in the Event (Please note that KT employees MUST be signed off work for the day of the Event);
10. [if relevant] acknowledge and agree that 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 be lawfully excluded is, to the extent permitted by law, limited at the option of KT to the re-supply of the relevant services by KT or the payment by KT of the cost of having the services supplied again; and
11. agree and acknowledge by my participation in the Event 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 fully recognise and accept those risks.

➔ By ticking this box I indicate it is not my intention to attempt Inverts (or indicate that I do not consent to My Child who is a minor attempting Inverts).

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

➔ Signature of Participant: Please print name in full: Date:

Contact Telephone Number: Home Address:

PUBLICITY RELEASE

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

➔ Signature of Participant or Parent/Guardian if the Participant is a minor:

DECLARATION FOR MINORS

➔ If you are under 18 years of age on the day this declaration is signed, the declaration must be signed by your parent or guardian. I warrant and certify that I am the parent or guardian of the child named below ("My Child") who will be.....years of age on the date of the Event and that he/she has my consent and is capable of participating in the Event. I confirm that I have read and understand the above declaration, warrant, waiver and release and that I agree, on behalf of My Child, to be bound by each of those conditions and having done so, I sign voluntarily.

➔ Signature of Parent/Guardian: Please print name in full:

Name of Minor (Participant): ("My Child") Date:

Relationship of Parent/Guardian to Minor: Age of Parent / Guardian:

MEDICAL RELEASE FOR MINORS

- (A) I permit any authorised KT employee to arrange for medical attention for My Child or to transfer my child to the Valley Terminal 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 my child to any hospital or medical facility KT shall 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 my child and I agree to indemnify and to keep indemnified KT for and in respect of any such costs incurred.
- (D) I further authorise the Valley Terminal Medical Centre, its assigns, employees or agents to render any necessary or emergency medical care or attention to My Child if considered necessary by a medical practitioner employed by the Valley Terminal 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 as to the result of treatment or examinations at the Valley Terminal Medical Centre or at any hospital.

➔ Signature of Parent/Guardian: Date:

Relationship of Parent/Guardian to Minor: Age of Parent / Guardian: