

TERMS & CONDITIONS

2023 RENTAL TERMS & CONDITIONS

I acknowledge that:

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;

I have rented the equipment as selected by or requested by me from Selwyn Snow Resort Pty Ltd (SSR) subject to these Conditions of Rental;

The expression "The Company" wherever used in these conditions shall mean Selwyn Snow Resort Pty Ltd ABN 69 608 990 503 and is respective assigns, servants and agents and each of them jointly and severally.

1. The hirer acknowledges receipt of the equipment in good order and condition and accepts full responsibility for its care.
2. The hirer is familiar with the proper use of the equipment. The hirer understands that the rental technicians are able to answer questions as to the proper use of the equipment, but the Hirer has not relied on any advice or representation made by them or The Company.
3. The hirer acknowledges that The Company recommends that all the snowboarders wear wrist guards and that all skiers and snowboarders wear helmets, but recognises that the decision to wear a helmet is a matter of personal or parental choice. Helmets are required to be worn by children for all Snow Sports Lessons.
4. The Hirer agrees to use the equipment in a safe and responsible manner and to comply with the Alpine Responsibility Code on display and with all the signage and directions of The Company. The Hirer agrees not to sub-hire or lend the equipment to any other person.
5. The Hirer warrants that the information supplied in the Hire form is true and correct and that there will be no misrepresentations in regards to the heights, weights, ages and skier abilities of any of the hirers on this form. The hirer acknowledges that this information is required in order to properly adjust the ski boot/binding settings. The Hirer agrees that the settings appearing in visual indicator window on the bindings correspond with the settings recorded on the Hire form. The hirer agrees not to alter these settings.
6. **Recreational activities (including skiing and snowboarding) involve a significant risk of physical harm or personal injury including permanent disability and/or death to the participants. Any such injury may result not only from the actions of the Hirer, but from the actions, omissions or negligence of others.**
7. The hirer acknowledges the risk warning set out in paragraph 6 above and that the warning constitutes a risk warning pursuant to the Civil Liability Act 2002.
8. The hirer assumes all risks in connection with the use the equipment and acknowledges that, subject to any non-excludable statutory provisions, including under the *Competition and Consumer Act, 2010 (CCA)*, The Company is not liable for the breach of any guarantee or warranty that any services in relation to the equipment will be provided with reasonable care and skill.
9. Without limitation to paragraph 8 above, subject to any-excludable statutory provisions, including under the CAA, The Company 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 of the Company and to the fullest extent permitted by law all conditions, guarantees, warranties and representations to the contrary are excluded.
10. Without limitation to paragraph 8, and 9 above, the Company's liability under any statute that cannot be excluded is, to the fullest extent permitted by law, limited at the option of The Company's liability under any statute that cannot be excluded is, to the fullest extent permitted by law, limited at the option of The Company to the resupply of the services or the payment of the cost of having the services supplied again.
11. Without limitation to paragraphs 8, 9 and 10 above, the hirer agrees to indemnify the Company from and against all claims, losses, expenses and damages howsoever arising from the use of the equipment including damage or injury to any person or property whatsoever.
12. This Agreement is personal to me and shall not be assigned to any other person and no equipment rented may be lent, sub-rented, transferred or otherwise dealt with in any manner whatsoever;

- 13.** I have inspected the equipment carefully before renting and that the equipment rented:
- has been supplied and adjusted as required by me; and
 - is in good repair and free of defects;
- 14.** If I have rented:
- 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
 - 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
 - a storage locker – loss or theft of my property may occur due to circumstances beyond SSR's control; and
 - ski, snowboard or après boots – walking on snow or ice is slippery and care must be exercised at all times; and
 - a helmet – no helmet can protect the user from all foreseeable impacts and its use cannot guarantee my safety;
- 15.** All equipment rented and used is at my own risk and that no condition, warranty or representation of safety, suitability or fitness is expressed or implied by SSR or by its employees or agents;
- 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 SSR 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, SSR will limit its liability to the maximum extent permitted by law.
- 16.** Without limitation to paragraph (15) above, subject to any non-excludable statutory provisions, SSR 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;
- 17.** Without limitation to paragraphs (15) and (16) above, SSR'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 SSR to the resupply of the goods or the payment of the cost of the resupply of the goods;
- 18.** Rental equipment is non-refundable.
- 19.** Rental equipment is non-transferrable to another date, person or season.
- 20.** No refund or part thereof will be given for early return of goods.
- 21.** I agree to:
- compensate SSR 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 rental, whether such damaged occurred while it was in my possession or not. The hirer agrees that any deposit lodged may be forfeited to pay for all or any part of these liabilities.
- Replacement Costs are as follows:
- Skis or Snowboard: \$250
 - Ski or Snowboard Boots: \$150
 - Toboggan: \$100
 - Clothing (per Jacket or pant): \$50
 - Helmet \$50
 - Poles \$20
- fully indemnify and keep indemnified SSR, its employees and agents from and against all claims, losses, expenses or damages which arise in any way in connection with the rented equipment, including loss, damage or injury to any other person (or their death); and
 - 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.

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