

**PERISHER BLUE PTY LIMITED
EVENT PARTICIPANT
DECLARATION, WARRANT, WAIVER AND RELEASE**

"the Event" means the 2010 *King of the Mountain Series*
"Perisher" means Perisher Blue Pty Limited, ACN 061 232 488 ATF Snow Trust
"Sponsors" include, but are not limited to, the following:

- Perisher;
- *PlayStation*; and
- *Columbia Sportswear*

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:

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 Perisher 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 (printed overleaf);
5. 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 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 including from any negligent act or omission of any person, 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 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;
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 Perisher employees MUST be signed off work for the day of the Event);
10. [if relevant] 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
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:

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:

PUBLICITY RELEASE

I unconditionally assign to Perisher 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 Perisher 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) will remain the exclusive property of Perisher.

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

MEDICAL RELEASE FOR MINORS

- (A) I permit any authorised Perisher employee to arrange for medical attention for My Child or to transfer my 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 My 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 My 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 My 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/My Child as to the result of treatment or examinations at the Perisher Valley Medical Centre or at any hospital.

Signature of Parent/Guardian: Date:

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

PRIVACY: Perisher Blue Pty Limited ATF Snow Trust 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. The Perisher 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) 6459 4495, visit our website at www.perisher.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, protective equipment 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 professional instructors to learn and progress.
3. Use appropriate protective equipment to minimise the risk of injury.
4. Before using any lift you must have the knowledge and ability to load, ride and unload safely and always use the restraining devices.
5. Observe and obey all signs and warnings. Keep off closed trails or runs.
6. Give way to people below and beside you on the hill. It is your responsibility to avoid them.
7. Do not stop where you are not clearly visible from above. Look uphill and give way to others when entering/exiting a trail or starting downhill.
8. Always ensure your equipment is in good condition and use suitable restraining devices to avoid runaway skiing/boarding equipment.
9. Do not ski, board, 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

