

# **TSRC**

## **Thredbo Ski Racing Club Limited**

ABN 32 003 270 219

### **Participant/Official Declaration, Warrant, Waiver & Release 2010 Season**

“Event” means the Training, competition and races conducted by TSRC in which the Participant or Official are involved in.

“KT” means Kosciusko Thredbo Pty Limited (ABN 95 000 130 015).

“Official” means any person who has agreed to assist either KT or TSRC, in any capacity, to conduct an Event.

“Participant” means any person who participates in any Event run by TSRC.

“Training” means any activity undertaken by the Participant from 1<sup>st</sup> June, 2008 until 31<sup>th</sup> October, 2008 in respect of any on mountain Alpine Activities and dry land training, including the use of any specialist training equipment.

“TSRC” means Thredbo Ski Racing Club Pty Limited (ABN 32 003 270 219).

**For Participants, in consideration for, and as a condition of my membership of TSRC, I agree to be bound by the terms specified below.**

**For Officials, I agree to be bound by the terms specified below.**

**I hereby:**

1. Warrant that I am medically fit (including physically and mentally) to participate, or volunteer as an official, in Events organized by TSRC, and that I have not been advised otherwise by a medical practitioner.

2. Warrant that I will inspect all courses and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of Event, and agree that I will not participate or volunteer unless I am completely satisfied with the adequacy and condition to the conduct of the Event.
3. Agree that I will participate or volunteer at my own risk and acknowledge that all Alpine Activities (including but not limited to alpine skiing, freestyle skiing including inverted aerial manoeuvres or off axis rotations, Nordic skiing, and snowboarding called) are risky and inherently dangerous and may result in serious personal injury including permanent disability and/or death to Participants or Officials and that may, or will involve, the risk of severe economic or property loss and damage, and I understand that any such loss may result not only from my actions but from the actions, omissions or negligence of others.
4. Agree that I will abide by the rules and conditions for the Event and the directions of TSRC and KT including those in any literature or verbal or written instructions.
5. Agree that I will at all times comply with KT's Alpine Responsibility Code.
6. 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 my position as a Participant or Official in any Event.
7. Indemnify KT and TSRC and their assigns, servants or agents 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 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 any Event.
8. Agree that the waiver, release and discharge contained in paragraph 6 above and the indemnity contained in paragraph 7 above shall operate in favour of each of KT and TSRC and their employees, assigns, sponsors, agents, officers and directors and where appropriate, related body corporate (as that term is defined in the Corporations Act), each of the above being defined as "Related Persons" and shall so operate whether or not the loss, injury or damage is due or attributable to any act, neglect or omission by any one or more of the Released Persons.
9. Agree that the waiver, release and discharge contained in paragraph 6 above and the indemnity contained in paragraph 7 above may be pledged 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.
10. Acknowledge and agree that KT and TSRC's liability under any statutory right or any condition or warranty implied by the Fair Trading Act (NSW) or Trade Practices Act 1974 (Commonwealth) or other relevant legislation which cannot be lawfully excluded is, to the extent permitted by law, limited at the option of KT and/or TSRC to the re-supply of the relevant services by KT and/or TSRC or the payment by KT and/or TSRC of the cost of having the services supplied again.

11. Agree that without limitation of the waiver, release and discharge contained in paragraph 6 above and the indemnity contained in paragraph 7 above, the liability of KT and/or TSRC will be limited to that part of any Event which is located at or held at Thredbo and KT will not be liable in any circumstances or to any extent for any action arising in relation to that part of any Event which is located at or on the premises of KT and/or TSRC.

**I have read carefully and understand this declaration, warrant, waiver and release, and having done so, I sign this declaration voluntarily.**

**Signature of Participant or Official** \_\_\_\_\_

**Please print name in full** \_\_\_\_\_

**Date** \_\_\_\_\_

## **Declaration for Minors**

**If you are under 18 years of age (hereafter called “Minor”) on the day that this declaration is signed, the declaration must be signed by your parent or legal guardian.**

**I warrant and certify that I am the parent or legal guardian of the Minor/Participant named below who is \_\_\_\_\_ years of age as at the date of this declaration and that he/she has my consent, and is capable of participating in the Event, including Training.**

**I confirm that I have read and understand the above declaration, warrant, waiver, and release and that I agree, on behalf of the participant named below , to be bound by each of those conditions and having done so, I sign this declaration voluntarily.**

**Signature of Parent or Legal Guardian** \_\_\_\_\_

**Please print name in full** \_\_\_\_\_

**Name of Minor (Participant)** \_\_\_\_\_

**Date** \_\_\_\_\_

**Relationship of Parent or Legal Guardian to Minor (Participant)** \_\_\_\_\_

**Confirmation that Parent or Legal Guardian is older than 18 years of age** **Yes/No**

## **Publicity Release**

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

**Signature of Participant or Legal Guardian  
if the Participant is a Minor**

---

**Please print name in full**

---

**Name of Minor (Participant)**

---

**Date**

---

## **Medical Release for Minors**

**I permit any authorized employee of KT and TSRC to arrange for medical attention for the my Child, or to transfer my Child to a medical centre or to a hospital if, in the opinion of that person, medical attention is needed or is likely to be needed by my Child.**

**I agree that on transporting my Child to any hospital or medical facility, KT and TSRC shall have no further responsibility for, or in respect of my Child.**

**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 and TSRC for, or in respect of any such costs incurred.**

**I further authorize a medical centre or any hospital, 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 a medical centre or any hospital.**

**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 examination at a medical centre or at any hospital.**

**Signature of Parent or Legal Guardian  
if the Child is a Minor**

\_\_\_\_\_

**Please print name in full**

\_\_\_\_\_

**Name of Child/Minor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

## **Privacy Statement**

**KT and TSRC collect personal information on this form to enable the efficient provision, conduct and marketing of any Event.**

**KT and TSRC will only use, disclose or otherwise use the personal information collected on this form for the purpose of (or purposes reasonable incidental to) providing and marketing the Event.**

**If you have any privacy concerns or would like to verify information that KT or TSRC hold about the Participant and its family, please contact a director of TSRC.**