

ORGANISING EQUIPMENT HIRE AT George's Ski Hire Pty Ltd

Please read and follow the instructions carefully to provide us with the necessary details we require to ensure that we help get your group onto the slopes as quickly as possible. It is important that you allocate time for getting skiers/snowboarders fitted with their equipment in a short time, however time needs to be taken to name the equipment and ensure each individual is correctly and safely fitted.

Rental & Liability Release: We require you to make all participants in your group aware of the items on the Disclaimer. Please return the signed and dated Release/s of Liability form/s together with the Hire Details forms to us. We recommend that you send a copy of the Disclaimer form to each parent for completion and signature. You can then collect them from your students and hand them in at collection of your equipment.

Equipment Hire Details: For skiers and boarders please complete the attached "Equipment Hire Booking Form" paying special attention to height, weight, shoe size (straight fittings) and skier type of each individual. It is important that these details are correct and complete. For Snowboarders please complete the preferred foot stance (either Goofy (G) – right foot forward, or Natural (N) – left foot forward. The more information we receive the quicker your group will be issued with the appropriate equipment. Please fill out jacket size and pants size if required.

RENTAL AND LIABILITY RELEASE AGREEMENT

Please read carefully before Signing

In consideration of George's Ski Hire Pty Ltd ("the supplier") renting to me the equipment listed on this form:

1. I acknowledge having personally examined all the equipment rented under this Agreement ("the Equipment") in its present condition and accept full responsibility for the care of the equipment during the rental period;
2. I will be responsible for the replacement at full retail value of the equipment which is not returned to the Supplier in good and proper condition **no later than 5.00pm** on the final day of the rental period;
3. I understand that skiing/snowboarding is a dangerous activity with many inherent risks as a result of which injuries are a common and ordinary occurrence and **I freely and voluntarily assume all those risks.**
4. I understand and acknowledge that where skis have releasable bindings such bindings will not release at all times or under all circumstances where release may present injury or death, nor is it possible to predict every situation in which bindings will release and therefore they are no guarantee of my safety or of the safety of any person using the equipment;
5. I verify that the visual indicator settings recorded on this form agree with the numbers appearing in the visual indicator windows of the equipment.
6. Once I have signed this Agreement and taken delivery of the goods and equipment the Supplier is not obliged to make any refunds under any circumstances whatsoever.
7. I agree that if I do not return all the goods and equipment listed above the equipment security deposit lodged is liable to complete forfeiture and I shall further more be liable to pay to the Supplier the difference in price between the full retail price of the goods and equipment not returned and the equipment security deposit.
8. I agree not to remove the equipment from Mt Buller without permission of the ski hire Manager.
9. I have made no misrepresentations to the supplier concerning the height, weight, age, experience and skiing/boarding ability of myself or of any other person who will be using the equipment;
10. I confirm that I have not relied upon any advice or representations given by the Supplier, its servants and agents regarding the suitability or otherwise of the equipment;
11. I agree that to the extent permitted by the Trade Practices Act 1974 ("the Act"), the Supplier, its servants and agents, shall have no liability to me or to any other person who uses the equipment in tort, contract or for breach of statutory or regulatory duty or otherwise for personal injury, loss and/or damage and/or for property damage, loss or destruction whither is either suffered by me or by any person using the equipment or caused by me or by any person using the equipment to anyone else. Where the Act applies to goods or services made available by the Supplier pursuant to this Agreement, the liability of the Supplier, its servants and agents is limited to: (a) the re-supply of the services and/or goods originally made available here, or (b) the payment of the cost of having the services and/or the goods originally made available, made available again;
12. I acknowledge that snowblades are not recommended by the supplier for use by any person under 15 years of age.
13. I acknowledge that snowboards, snowblades and figls have bindings that **do not release** and there are circumstances in which the non-release of such bindings may cause injury to the user. **I freely and voluntarily** accept the risk of such injury.
14. I acknowledge that the supplier recommends that all snowboarders wear wrist guards; I acknowledge that the supplier recommends that all skiers and snowboarders wear helmets.
15. I agree to **fully indemnify and hold harmless** the Supplier, its servants and agents from all claims, demands, actions and suits which may at any time hereafter be brought by any person who has used the equipment with my knowledge and consent against the Supplier, its servants or agents for personal injury, death or property damage suffered by any such person caused by or arising out of or in any way related to the use of the equipment.
16. I acknowledge that: (a) this Agreement is governed by the laws of the State of Victoria the Courts of which shall have exclusive jurisdiction and is intended to be interpreted as broadly as possible in favour of the Supplier; (b) this written agreement constitutes the entire Agreement between myself and the supplier; (c) if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I, the undersigned, have read and understood and agreed to the terms of this Rental and Liability Release Agreement

Hirer's signatureDate

Parents or Guardian's signatureDate:.....