

**KOSCIUSZKO THREDBO PTY LIMITED**  
**THREDBO EVENT PARTICIPANT TERMS AND CONDITIONS**

"The Event" means the type of event/s which has been selected on the entry form.

"KT", "Our" or "Us" means KOSCIUSZKO THREDBO PTY LIMITED (ACN 95 000 139 015).

"Sponsors" include, but are not limited to the following: \*KT \*Land Rover \*Red Energy \*GoPro \*Burton \*Rossignol \*Rhythm Snowsports \*Boost mobile \*Skullcandy \*Oakley \*CCA \*Monster

**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;
4. agree that I will abide by the rules and conditions of the Event including those in any literature, KT website or verbal or written instructions and that I will at all times comply with the Alpine Responsibility Code;
5. [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);
6. agree and acknowledge by my participation in the Event that performing aerial manoeuvres and specifically, inverted aerial maneuvers 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;
7. agree that my Event entry is non-refundable if any portion of the Event entry is unused. The Event entry is non-transferrable to another person and/or event; and
8. acknowledge that I have already purchased a KT lift or mountain access pass and agree that the Limitations and Exclusions of Liability terms in that pass also apply to my participation in the Event.

**KOSCIUSZKO THREDBO PTY LTD HELMET POLICY**

KT promotes the use of appropriate protective equipment to minimise the risk of injury - including helmets. KT actively encourages participants to educate themselves on the benefits and limitations of helmets. The fundamental principle to achieve slope safety is to abide by the Alpine Responsibility Code by skiing and snowboarding in control. KT believes this is the first line of defence, protective equipment further mitigates the risk of injury.

**RULES AND REGULATIONS**

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 taken by KT or any of its employees or agents at an Event ("Recordings") and grant to KT permission to use, display, license, sell and publish or otherwise deal with such Recordings including for the purpose of advertisement, promotion or otherwise. I further agree that any such Recordings shall remain the exclusive property of KT.

## **PRIVACY – COLLECTION STATEMENT**

I acknowledge and agree that KT will collect, use and handle my personal information in accordance with KT's Privacy Policy available at <https://www.thredbo.com.au/privacy-policy/>. In particular, I acknowledge and agree that:

- a. KT and/or KT's designated event timing company will record and publish the first and last names and age categories of all Event participants for the purpose of announcing and communicating race results; and
- b. KT will share the personal information of all Event participants (including first and last name, email address and age category) with KT's partners, suppliers and sponsors of the Event, for the purpose of sending advertising and marketing materials relating to their products and services.

## **DECLARATION FOR MINORS**

If you are under 18 years of age on the day this declaration is provided, the declaration must be given by your parent or guardian. I warrant and certify that I am the parent or guardian of the child entering this 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 terms and conditions and that I agree, on behalf of My Child, to be bound by each of those terms and conditions and having done so, I agree voluntarily.

## **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 Thredbo 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 Thredbo 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.

**I HAVE READ CAREFULLY AND UNDERSTAND THESE TERMS AND CONDITIONS.**