

6-14 Years REGISTRATION FORM

Please complete one registration form per family each season (please print)

Surname: _____

Child/ren's Name(s): _____

Ages(s): _____ Birthdate(s): _____

Temporary Address at Mt. Buller: _____

Phone: _____ Mobile Phone: _____

Parents will be Skiing/Boardriding at Mt. Buller at the Mt. Buller address
 Elsewhere (please specify) _____

Persons authorized to collect child: _____

Parent(s) Name: _____

Family Mailing Address: _____

Home Phone: _____ Work Phone: _____

Language spoken at home: _____

Adult Emergency Contact: _____

(Someone who is not in your skiing party & can accept responsibility)

Phone No: _____

We encourage all children to participate in the lesson, but if your child should choose not to ski (please tick one):

Call your home/mobile for immediate pick up of the child

Tell your child that you said they "really have to try skiing/boardriding"

Supervise your child in the Indoor Facility

Other (please specify)

Sessions end at 1.00pm (Half Day – AM) and 3.30pm (All Day & Half Day – PM) at Helicopter Flat

Child may walk or take the shuttle bus home Child may ski/board home

Parent will collect child from instructor Child may wait in Indoor Facility

Does your child need special assistance in any physical/emotional area? (please specify which child):

Any illness in the last 24 hours? _____

Food Allergies? _____

Medication for any of the above? _____

Name of the Family Doctor: _____

Doctor's Address: _____

Doctor's Contact Phone No: _____

I have carefully read both sides of this agreement and sign it with full knowledge of its significance:
I am at least 18 years of age.

Signed on this Date _____ Print Name _____

Signature of Parent / Guardian _____

LIABILITY RELEASE, INDEMNITY, ASSUMPTION OF RISK AND WAIVER TO SUE AGREEMENT

I, the undersigned Parent and / or Guardian of the child named on the front of this form, in consideration of the child being accepted by Buller Ski Lifts Pty Ltd ABN 20 006 242 066, its employees, agents, instructors, and representatives (the Supplier) into the Buller Ski & Snowboard School (the School), hereby agree and acknowledge as follows:

1. the Supplier, shall have no liability whatsoever in negligence, breach of contract or statute or statutory duty (including conditions or warranties implied by Section 74 of the **Trade Practices Act 1974** or by Part 2A of the **Fair Trading Act 1999**) to the child or to the child's Parents or Guardians, their Dependant/s or legal representative for personal injury or death suffered by the child or by the Parents or the Guardians arising in any way whatsoever from the supply of recreational services to the child, including but not limited to, skiing, snowboarding, snowtubing, tobogganing, skiing or snowboarding lessons, the use of ski lifts, all ski area services and facilities including all activities organised by the School, operations of the ski patrol, the condition, layout, construction, design or use of ski runs or slopes or the presence of people or objects thereon or nearby or any associated sporting activities or similar leisure time pursuits associated in any way whatsoever with being in snow affected terrain;
2. the above activities are dangerous with many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences and I assume and accept all risk of personal injury or death to the child in any way whatsoever arising from such activities and I hereby further agree to FULLY INDEMNIFY AND HOLD HARMLESS the Supplier from and against all claims, demands, actions, proceedings, suits, costs and expenses of every description whatsoever which may at any time hereafter be brought or claimed by or on behalf of the child against the Supplier for personal injury or death suffered by the child in any way whatsoever arising out of or in connection with the participation of the child in any such activities;
3. the child shall comply with the Alpine Responsibility Code and all signs and other directions of the Supplier and the child's participation in all activities organised by the Supplier or by the School may be suspended or cancelled and access to lifts, services and other facilities denied at the absolute discretion of the Supplier for non-compliance with such directions or for reckless or careless conduct.
4. I give my permission for a representative of the Supplier to seek, and if considered necessary, obtain emergency medical, hospital or ambulance service for the child the cost of which I agree to be fully responsible for.
5. I acknowledge that the Supplier and the Australian Ski Areas Association, in co-operation with the National Ski Areas Association (U.S.A), supports the wearing of helmets by all persons undertaking snowsports activities but recognises that the decision to wear a helmet is a matter for personal or parental choice.
6. **WARNING UNDER THE FAIR TRADING ACT 1999**
Under the provisions of the **Fair Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the Supplier named on this form is required to ensure that the recreational services it supplies to you are –
 - Rendered with due care and skill; and
 - As fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
 - Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the Supplier.Under section 32N of the **Fair Trading Act 1999**, the Supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.
NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.
7. I agree to allow my child to be photographed or videoed participating in Children's Ski School activities Photos may be used by Mt Buller for promotional or advertising purposes, while video footage may be included in the weekly snow reports on the Seven Network. Images will not be forwarded to third parties.
8. This Agreement:
 - (a) constitutes the entire agreement between the Parent or Guardian and the Supplier,
 - (b) is governed by the law of the State of Victoria the Courts of which shall have a exclusive jurisdiction, and
 - (c) if any part or provision is determined by a Court to be invalid or unenforceable, then all other parts and provisions shall still be given full legal force and effect.

