

CONTRACT FOR LEISURE CENTRE ACCESS - 2021

RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING SWIMMING, WATERSLIDE, USE OF INFLATABLE EQUIPMENT, GYM, FITNESS CLASSES, SQUASH, TRAMPOLINE) 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.

Issued by Kosciuszko Thredbo Pty Ltd (referred to throughout as 'us', 'we', 'our') as operator of the Thredbo Leisure Centre ('Leisure Centre') at the Thredbo Alpine Resort ('Resort').

TERMS AND CONDITIONS OF USE

By accessing or using the facilities at the Leisure Centre you acknowledge that you have read and understood, and agree to be bound by, these Terms and Conditions of Use. Any adults who are parents or guardians of children who are unable to accept these Terms and Conditions of Use in their own capacity, do so on their behalf and must ensure they comply with them. Separate and additional terms and conditions may apply to the use of some of our facilities, equipment and services.

These Terms and Conditions of Use refer to various rights that may be exercised in our discretion, and the discretion of our staff. Mountain based recreational activities can be dangerous, and as a result we need the right to do so. We will, however, endeavour to ensure those rights are exercised in accordance with all applicable laws, and having regard to the need to protect staff, customers, property and equipment.

General provisions:

1. You must observe our COVID-19 Safety Policy and conduct yourself in a safe, responsible and controlled manner at all times.
2. You must read and comply with all signs and follow all directions given by us and our staff, and by any public health official or law enforcement officer.
3. You acknowledge there are risks associated with using the Leisure Centre including its aquatic and fitness facilities.

Limitations and exclusions of liability:

1. This section contains limitations and exclusions on our liability. Those limitations and exclusions are not intended to apply in any circumstances where the law does not permit us to do so, whether under the Competition and Consumer Act 2010 (Cth), the Civil Liability Act 2002 (NSW) or otherwise.
2. You engage in any recreational activity at your own risk, and you acknowledge that except to the extent that the law provides that liability cannot be excluded, we are not liable for breach of any warranty that services we provide will be rendered with reasonable care and skill.
3. Where we provide "recreational services" as defined in the Competition and Consumer Act 2010 (Cth) (which include sporting activities or similar leisure time pursuits), to the maximum extent permitted by that legislation we exclude all liability to you for personal injury (as defined below) arising out of any failure by us (or our employees or agents) to comply with any consumer guarantees applying under that legislation (including those set out in the Australian Consumer Law). For these purposes, "personal injury" means:
 - a. death;
 - b. any physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury);
 - c. the contraction, aggravation or acceleration of a disease of an individual; and
 - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - i. that is or may be harmful or disadvantageous to an individual or community; or
 - ii. that may result in harm or disadvantage to an individual or community.
4. Where liability cannot be excluded, we limit our liability to the maximum extent permitted by law.
5. We make no warranties in relation to the services to be provided. Without limiting paragraph 2 above, all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising out of contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded and you acknowledge that our liability under any statutory right or any condition or warranty implied by the Competition and Consumer Act 2010 (Cth) which cannot be excluded, is limited at our option to the resupply of the services or the payment of the cost of having the services supplied again.
6. Except to the extent that the law, including the Competition and Consumer Act 2010 (Cth) provides that liability cannot be excluded, you acknowledge that we are not liable to you for any Personal Injury or death, which includes loss, damage, injury to you or any persons and any incidental, indirect, special, consequential or economic loss or damage to you or any persons (including loss of opportunities, exemplary or punitive damages) whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and you indemnify us against all such claims.
7. However nothing limits our liability for representations or other communications (either oral or written) made by us, where by law such liability cannot be excluded.

8. The term “including” in these Terms and Conditions of Use is not a term of limitation.

Conditions of Entry to the Leisure Centre:

1. You must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Leisure Centre’s facilities and services until you have sought appropriate medical guidance and been given the go-ahead. You must not use the Leisure Centre’s facilities and services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other members and others.
2. All Pool Hall, Sports Hall, Trampoline, Gym and squash court conditions of entry displayed at the entry point of each area within the Leisure Centre are to be respected at all times.
3. Entry is not transferable and non-refundable.
4. Management reserves the right to cancel, relocate or temporarily close Leisure Centre facilities in order to carry out periodical maintenance.
5. Access and use of Leisure Centre facilities is subject to availability.
6. Access can be cancelled if a member engages in discourteous or hazardous conduct or breaches these conditions.
7. You must read all signs and follow all directions given by us, our employees or our agents.
8. In the event of a dispute over customer benefits (including entitlements to participate in any class or session) the Leisure Centre management’s decision is final and binding.
9. Where season or single session access is pre-purchased, a valid pass must be presented on entry, otherwise a casual fee may be charged if a pass is not presented.
10. The Leisure Centre has CCTV security cameras recording 24-hours a day (except in bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm.
11. Management reserves the right to refuse entry or remove any person who:
 - a) Fails to comply with any of the conditions of entry to the Leisure Centre;
 - b) Acts in a dangerous or discourteous manner; or
 - c) Is under the influence of alcohol or drugs.

Covid-19 Safety Policy:

1. You acknowledge that COVID-19 is a highly contagious virus and that we are required to comply with all applicable public health orders, restrictions and directions from government and law enforcement bodies, and to implement safety practices, procedures and systems that we consider reasonable and necessary in order to seek to keep our staff and customers safe (collectively ‘Safety Measures’).
2. You agree to abide by any and all Safety Measures in place at the Leisure Centre and the Resort at any time.
3. You acknowledge that the Safety Measures may change from time to time and without advance warning in response to advice and directions from relevant authorities, and operational and access decisions made accordingly by us.
4. You agree:
 - a. That you will not attend or access the Leisure Centre if and for so long as (i) you are required to self-isolate, (ii) you have been tested for COVID-19 and are awaiting the results, (iii) you are confirmed as infected with COVID-19, or (iv) you are experiencing symptoms of any illness that are consistent with a possible COVID-19 diagnosis;
 - b. That you will immediately seek medical advice and advise us if during any time you are within the Resort or the Leisure Centre or within 14 days after your use of the Leisure Centre you become unwell with symptoms consistent with a possible COVID-19 diagnosis. In such circumstances please contact Thredbo Guest Services on 1300 020 589 or via email sent to guestservices_thredbo@evt.com.
 - c. You acknowledge that the Safety Measures may limit the capacity of sessions and in areas of congregation and may lead to delays in accessing and using the Leisure Centre’s facilities;
 - d. To regularly monitor and check the then applicable Safety Measures in place at the Resort, as listed at: www.thredbo.com.au/about-thredbo/covid-19-update; and
 - e. To maintain a high standard of personal hygiene. This includes:
 - i. Washing your hands using soap and water for at least 20 seconds on a regular basis;
 - ii. Covering your nose and mouth when coughing and sneezing with a tissue or flexed elbow;
 - iii. Sanitising your hands using available stations before and after accessing our services, or touching retail or rental items;
 - iv. Avoiding close contact with anyone with cold or flu-like symptoms; and
 - v. Staying away from the Leisure Centre and the Resort if you are sick.
5. We have robust processes in place to react to confirmed cases of COVID-19 at the Leisure Centre and the Resort. You accept that this may involve immediate unannounced actions that we and you are required to take, including closing the Leisure Centre and/or the Resort or ceasing some or all of our services for an unspecified period of time to allow for cleaning and investigation by appropriate authorities. We will only open following permission from appropriate authorities and where we deem it safe and appropriate to do so.

IF YOU BREACH ANY OF THESE TERMS AND CONDITIONS WE MAY REQUIRE YOU TO FORFEIT YOUR ACCESS TO THE LEISURE CENTRE, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH YOUR LEISURE CENTRE ACCESS