

CONTRACT FOR MTB EVENTS – 2024/25

RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING SKIING, SNOWBOARDING, USING LIFTS, MOUNTAIN BIKING AND TO A LESSER DEGREE HIKING) 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 Alpine Resort ('Resort' or 'Thredbo').

TERMS AND CONDITIONS OF USE

By using your lift pass or accessing the Resort 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 the Mountain Bike Responsibility Code (as set out below, and as may be updated in our discretion by notices displayed throughout the Resort) and conduct yourself in a safe, responsible and controlled manner at all times.
2. The use of any mountain sport equipment or devices, whether recreational or otherwise, other than mountain bikes when (or other equipment we approve in our discretion) is not permitted within the Resort boundary.
3. 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.
4. You acknowledge that the risks associated with mountain based recreational activities are not always prominent, conspicuous or physically observable and you accept those risks nonetheless.

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.
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. 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) not set out in these Terms and Conditions of Use are excluded.
6. We are not liable to you (on any basis) for any indirect or consequential loss or damage to you.
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.

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. agree that I will abide by the rules and conditions of the Event including those in any literature or verbal or written instructions and that I will at all times comply with the Mountain Bike Responsibility Code;
4. 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 or consequent upon my participation in the Event;
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 for reason or if any portion of the event entry is unused. The event entry is non-transferrable to another person and/or event.
8. agree that If you have been involved in an incident where there is the potential for concussion. You are required to provide a doctor's certificate or suitable medical clearance to participate in the event.

KOSCIUSZKO THREDBO PTY LTD HELMET USE POLICY

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

For AusCycling sanctioned events on the Cannonball Downhill track, the following downhill clothing requirements must be adhered to:

1. Full-face helmets with a fixed non-detachable mouthpiece are mandatory at all AusCycling sanctioned events.
2. A jersey or shirt covering the elbows must be worn as a minimum. Knees must be covered by full-length trousers and/or self-fastening knee or knee/shin guards expressly designed for off-road competition.
3. For all riders who are eligible to compete in Under 11, 13, 15 and Under 17 categories, the following equipment is mandatory at all times while on track regardless of registered category:
 - a. Full-finger gloves must be worn
 - b. Full length jersey – jersey must cover elbows at all times
 - c. Knee pads and elbow pads must be worn.
4. AusCycling strongly recommends the use of the following for all competitors:
 - a. Neck brace expressly designed for off-road competition
 - b. Back and shoulder protection expressly designed for the purpose
 - c. Full finger gloves
 - d. Elbow protectors and/or long sleeve jersey to the wrist
 - e. Goggles expressly designed for the purpose

For the complete version of AusCycling Technical Regulations for Mountain Biking please click [here](#)

PUBLICITY RELEASE

You consent and authorise us to use any and all audio, audio visual, and/or photographic recording of you/ your Child relating to the Thredbo Mountain Bike Events (unless otherwise specified). If you do not consent to the use of audio, audio visual, and/or photographic recording of you / your Child, please contact guestservices.thredbo@evt.com.

DECLARATION FOR MINORS

If you are under 18 years of age on the day this declaration is signed, the declaration must be signed 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 declaration, warrant, waiver and release and that I agree, on behalf of My Child, to be bound by each of those conditions and having done so, I agree voluntarily.

MEDICAL RELEASE FOR MINORS

1. 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.
2. 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.

3. 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.
4. 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.
5. 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 Thredbo Medical Centre or at any hospital.

MYTHREDBO CARDS:

1. A MyThredbo Card is required for all Thredbo lift, lesson and rental products.
2. If your MyThredbo Card:
 - a. is damaged and no longer grants you access to Thredbo Facilities, a replacement MyThredbo Card will be issued to you upon request subject to payment by you of \$5.00; or
 - b. has been lost or stolen, you must immediately report this to Thredbo Guest Services on 1300 020 589 or by visiting a Thredbo Guest Services Office. You acknowledge and accept that any lift pass issued to you may be cancelled or suspended by us if an unauthorised person is found to be using it prior to you reporting it lost or stolen.

PHOTO REQUIREMENT:

1. A photo is required to be uploaded to your profile at the start of each season.
2. Where a photo is not updated, your purchased product/s will be suspended until your photo is updated.
 - a. To update your photo please go to shop.thredbo.com.au
 - i. Sign in and select My Account.
 - b. Updating your photo will remove the suspension on your pre-purchased product/s.

PRODUCT AMENDMENTS:

1. Product amendments may be made to the product type, duration and start date, provided the change is to a product of equal or greater value, and the request is made up to 4.30pm two days prior to the selected product start date:
 - a. Your product can be amended upon payment of the required fee. The amendment fee is \$20.00 per transactional change.
 - b. Where amended to a different pricing season, duration or product type, may require additional payment or MyMoney credit, due to the best available rate for the amended date being higher or lower.
 - c. Change requests made inside 4.30pm two days prior to the selected product start date are not accepted.
 - d. Product amendment requests may be made via phone or email as follows:
 - i. By email: guestservices_thredbo@evt.com
 - ii. By phone: 1300 020 589. Customer Support office hours are generally 8.00am to 5.00pm during the winter season.
2. Change of person is not available on lift passes.

SEVERE WEATHER POLICY:

Please refer to <https://www.thredbo.com.au/terms-conditions/> for terms and conditions in relation to Thredbo's severe weather policy.

THREDBO CANCELLATION POLICY:

Please refer to <https://www.thredbo.com.au/terms-conditions/> for terms and conditions in relation to cancelling a Thredbo product or service.

SUMMER 2024/25 RESPONSIBILITY CODE:

Mountain Bike Responsibility Code:

Regardless of how you enjoy your mountain bike sport always show courtesy to others and be aware that there are inherent risks in all mountain bike recreational activities. Common sense, protective equipment and personal awareness can reduce risk. These risks may include, but are not limited to weather, visibility, surfaces as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers fences and other Thredbo Resort equipment.

MINIMUM BIKE REQUIREMENTS

- 2 working brakes (disc brakes highly recommended)
- Front Suspension (dual suspension highly recommended)
- Tyres must be at least 1.9" wide
- Remove mudguards longer than 25cm
- No tandem bikes
- No baby carriers

OBSERVE THE CODE AND SHARE WITH OTHERS THE RESPONSIBILITY FOR A GREAT EXPERIENCE

- Take lessons to learn and progress.
- Helmets are mandatory. Full-face helmets are highly recommended on all trails.

- Before using lifts, have the ability to load, ride and unload yourself and your bike safely. Always use restraining devices.
- Do not ride lifts or undertake any form of mountain biking if your ability is impaired by drugs or alcohol.
- Know your ability. Always stay in control on the ground and in the air. Avoid other people and objects around you.
- Obey all signage. Stay on marked trails. Do not cut switchbacks. Keep off closed areas.
- Observe all Walking Zones. Dismount your bike and walk.
- When entering a trail or starting downhill, look uphill and give way to other riders.
- Do not stop where you obstruct the trail or are not visible from above.
- Assist others if you are involved in or witness a collision or accident. Identify yourself to Bike Patrol or staff member.
- Uphill biking is not permitted on Downhill trails or mountain roads at any time due to risk of collisions with machinery or vehicles.

If you are found to have acted in a Dangerous Manner or to be in a closed area, your Pass may be suspended or cancelled by us as outlined below:

Season Pass

- First Instance: Season Pass is Suspended for a period of 7 consecutive days.
- Second Instance: Season Pass is Suspended for a period of 30 consecutive days.
- Third Instance: Cancellation of Season Pass. Pass Holder is Suspended from using Thredbo Lifts for the remainder of the summer season.

Date-Based Lift Pass

- First Instance: Cancellation of remaining validity of Date-Based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for a period of 7 consecutive days.
- Second Instance: Cancellation of remaining validity of Date-based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for a period of 30 consecutive days
- Third Instance: Cancellation of remaining validity of the Date Based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for the remainder of the summer season.

Terms used in this Responsibility Code have the following meanings:

- **Cancellation** means the applicable Pass assigned to the Pass Holder is cancelled with no refund or transfer of unused days;
- **Closed Area** means any area that we have restricted access to from time to time;
- **Dangerous Manner** means a failure to observe and adhere to the Hiking Responsibility Code or Mountain Biking Responsibility Code, as amended by us from time to time;
- **Pass** means either:
 - a **Date-Based Lift Pass** (being a lift pass for a specified date and duration during the 2024/25 summer season); or
 - a **Season Pass** (being a lift pass for the whole of the 2024/25 summer season), purchased by or for the Pass Holder;
- **Pass Holder** means the person using and assigned to the applicable Pass; and
- **Suspended** means the Pass Holder is unable to use and receive the benefits of a Pass.

E-BIKE POLICY

Thredbo Resort welcomes riders to use E- Bikes on designated trails within the Thredbo Mountain Bike Park, which includes our Gravity Trails accessed via the chairlift with a valid pass as well as our various Cross-Country Trails on the Valley floor and lower mountain. To ensure the safety of other riders the following restrictions will apply:

- E-Bikes are allowed to access our gravity trails via the chairlift only for use in one direction from top to bottom on designated trails.
- Due to inherent risk of interaction with plant, machinery or vehicles uphill biking is not permitted in Thredbo outside of designated village trails. Uphill biking is not permitted on Downhill trails or mountain roads at any time.
- E-Bikes and all other mountain bikes are strictly not permitted on resort mountain access roads.
- E-Bikes can only be pedal assist (which means no twisting throttle).
- E-Bikes must be no more than 30kg in weight, riders must be able to load them onto chairlifts unaided.

THREDBO DRONE POLICY:

To maximise safety for staff, customers, property and equipment, we prohibit the unauthorised operation or use of any remotely piloted aircraft or any form of aerial drones (whether by recreational or commercial users) within the Resort area without our approval.

FORCE MAJEURE:

To the extent permitted by law, and subject to Thredbo's Cancellation Policy, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions, for failure to observe or perform any of our obligations under these Terms and Conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These reasons or causes include any act of God, strike, lockout or other industrial disturbance or labour difficulty, act of public enemy, war (whether declared or not), blockade, revolution, riot, insurrection, civil commotion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis or any governmental orders or measures imposed to address such public health crisis, including

quarantine or any other social restrictions, lightning, storm, flood, fire, earthquake or any other natural disaster or extreme weather condition, explosion, any action, inaction, demand, order, restraint, restriction, change in law, requirement, prevention, frustration or hindrance by or of any person, government or competent authority, embargoes, unavailability of any essential equipment, chemicals or other materials, unavoidable accident, lack of transportation and any other cause whether specifically referred to above or otherwise which is not within our reasonable control.

PRIVACY STATEMENT

We collect, store and use the personal information which you provide to us in accordance with our Privacy Policy available at <https://www.thredbo.com.au/privacy-policy/>

IF YOU BREACH ANY OF THESE TERMS AND CONDITIONS WE MAY REQUIRE YOU TO FORFEIT YOUR LIFT AND RESORT ACCESS, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH YOUR LIFT PASS.