

# GRIMUS SKI CENTRE HIRE TERMS & CONDITIONS



## 1. AGREEMENT –

In consideration of your hiring this equipment to me, I/we enter into an agreement with you, Grimus Management Pty Ltd. to be bound by the following terms and conditions of hire.

## 2. AGENCY -

I enter into this agreement with you both personally and on behalf of and as the authorised agent of each user that I have signed for.

## 3. ACCURACY OF USER PARTICULARS -

We certify that the details of participants as recorded on the Grimus Ski Centre Hire Registration Form as to the height, weight, age, experience and ability of each user is complete and accurate. We understand and accept that you rely upon the accuracy of those particulars in determining the suitability of equipment to be hired and also to determine setting for bindings.

## 4. USE AND RETURN OF EQUIPMENT -

I/we agree that:

- (a) We are fully responsible for the equipment during the term of this Equipment Hire Agreement;
- (b) The equipment must not be removed from Mt Buller unless granted written permission by the Grimus Management Pty Ltd.
- (c) Before receiving the equipment from you we have the opportunity to personally examine it and verify it to be in good order and condition;
- (d) If we return the equipment after the agreed time of return we must pay an additional hiring charge, calculated at your daily rate. We authorise you to charge the credit card details that you hold as security for the hire.

## 5. DAMAGE TO AND LOSS OF EQUIPMENT -

We understand that general wear and tear of the equipment is covered in your rental prices. Repairable damage beyond general wear and tear will be charged to our credit card at the usual ski service rates unless we have taken out the "damage waiver" as shown on our rental receipt. We understand that we are responsible for the replacement, at no more than full retail value or as negotiated with Grimus Ski Centre Management, of any equipment irreparably damaged, lost or not returned to Grimus Ski Centre at the end of our hire term.

## 6. ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK -

Both personally and on behalf of each user, I/we acknowledge that all snow sports (skiing, snowboarding and tobogganing) carry the risk of injury and damage to property. Also that

- a) The risk of injury in snow sports is reduced but not eliminated by correct setting of bindings, the use of wrist guards and an approved helmet.
- b) The tension of bindings can and should be adjusted to reflect the experience of the user and the snow conditions to be encountered and are designed to release under load. Even when correctly fitted by an experienced technician, ski bindings are designed to release under load, which carries an inherent risk of injury for the user.
- c) Snowboards and snowshoes have bindings that do not release under load, with the consequence that a user may suffer injury.
- d) Persons under the age of 15 years should not use snow blades.
- e) Persons who are inexperienced in the use of snow sports equipment should obtain professional coaching as to the safe use of the equipment and should only use the equipment in areas certified as suitable for beginners.

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### 7. EXCLUSION OF LIABILITY

To the maximum extent permitted by law, both personally and on behalf of each user:

- (a) We release you and indemnify you against all liability including liability for negligence and all injury loss or damage loss arising out of or connected with the use of the equipment; and
- (b) We indemnify you and agree to hold you harmless in respect to any claim howsoever arising for death, personal injury, loss and/or damage and/or property damage, loss or destruction.

### 8. REFUND

We agree that you are not obligated to make a refund to us in any circumstances whatsoever, except under Snow Guarantee conditions as outlined on the Mt Buller Website.

### 9. LAW

The law in the State of Victoria governs our agreement. If we have a dispute it must be conducted in the Courts of the State of Victoria.

### 10. DEFINITIONS

In this equipment hire agreement:

- “Equipment” means the equipment supplied to users as particularised on the Grimus Ski Centre Rental Receipt.
- “we” means the persons named hereunder as the customer/hirer and also my/our heirs, executors, administrators or anyone else who might have claim on my behalf;
- “Snow Sports” means, but is not limited to, skiing, snowboarding and tobogganing;
- “User” means each and all of the persons whose surname and initials are recorded on the Grimus Ski Centre Registration Form and/or Rental Receipt.
- “You” means Grimus Management Pty Ltd, ABN 21 085 637 510 and its servants, agents, representatives, successors and assigns.