

## **12th Annual Mansfield/Mt Buller Mark Adams Ski & Golf Day**

**Friday 8th July, 2011**

Get some friends together to build your team of four and have a fantastic day on the snow, and the fairways, while raising money towards the 2011 Mansfield schools skiing and snowboarding programs. Money raised will be distributed between Mansfield Primary, Mansfield Secondary, St Mary's Primary, Merrijig Primary, Jamison Primary and the Steiner School to support local kids learning snowsports at Mt Buller. Last year we raised in excess of \$17,500.

The Snow Time Calcutta Dinner will be held the day before on Thursday 7<sup>th</sup> July at the ABOM Moosehead Bar. Drinks start at 7.00pm with dinner at 7.30pm. \$50 per person – 2 course set menu and drinks at bar prices. Get your team together the night before to wax your skis, polish your clubs, help raise more money and get into the spirit of the event.

### **STAGE 1 -- SKI & SNOWBOARD RACING ON BOURKE ST, MT BULLER.**

Racing starts at 8.30am. It's not the fastest team that wins, rather the team with the least time difference between their 1st and 2nd runs. It's consistency that counts! (Even if it is consistently slow!)

### **STAGE 2 -- AN AFTERNOON OF GOLFING IN MANSFIELD.**

The ski racing will wrap up around 10.30am and everyone heads down the mountain to the beautiful Mansfield Golf Club. Teams gather at the Club from 11.00am for a BBQ lunch and a midday tee-off. The Golf format will be Ambrose. Again, it's a team effort with the best ball on each stroke counting.

The day will conclude with presentations at the Golf Club rooms.

It doesn't get much better – a ski in the morning and a hit of golf with friends in the afternoon; and it's all for a great local cause. So get your team together and register now!

Your entry fee includes: Transport to and from Mt Buller, resort gate entry, race entry fee, lift ticket, ski hire if needed, BBQ lunch and green fees.

**\$60 per Person**  
**Just \$30 for secondary students**

Buller Holidays has put together a great package for Mansfield teams that includes 4 share accommodation at Buller Backpackers, The Snow Time Calcutta Dinner and breakfast at the ABOM for \$100 per person. Phone: 1800 810 200.

**ENTER NOW!**

Mt Buller Race & Events Department  
phone: 03 5777 860  
e-mail: [race.dept@skibuller.com.au](mailto:race.dept@skibuller.com.au)

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*---- Please fax this entry form to (03) 5777 7863 ----*  
*Entries will close when we have 23 teams or by 5:00pm Thursday 7th July.*

**MARK ADAMS SKI & GOLF DAY EVENT PROGRAM:**

## Thursday 7 July

7:00 pm                    The Snow Time Calcutta Dinner will be held on Thursday 7<sup>th</sup> July at the ABOM Moosehead Bar. Drinks start at 7.00pm with dinner at 7.30pm. \$50 per person – 2 course set menu and drinks at bar prices. Get your team together the night before to wax your skis, polish your clubs, help raise more money and get into the spirit of the event.

## Friday 7 July

8:15 am                    Bib collection and registration at the Race Department, Blue Bullet Top Station near Arlberg Hotel.

8:30 am                    Start 1st Run Grand Slalom course on Bourke Street. 2<sup>nd</sup> run will follow immediately until all teams have raced.

10.00am                   All teams travel to Mansfield for lunch and the golfing stage.

11:00 am                   Meet at the Mansfield Golf Course, Kidston Parade.

12:00 pm                   Shot Gun Start for Ambrose golf.

6:00 pm                   Presentations at the Golf Club at the conclusion of play.

<b>Team name:</b>				
Competitor	Phone	DOB	Sex (circle)	Handicap
			M / F	
			M / F	
			M / F	
			M / F	

**Submit all entries to:**

 Mt Buller Race & Events Department  
 Ph: (03) 5777 7860 Fax: (03) 5777 7863

 PO Box 1 Mt Buller VIC 3723  
 Email: [race.dept@skibuller.com.au](mailto:race.dept@skibuller.com.au)
**Payment details:**

ENTRY FEE	\$60	X	<input type="checkbox"/>	= \$ _____
STUDENT	\$30	X	<input type="checkbox"/>	= \$ _____
SNOWTIME CALCUTTA DINNER	\$50	X	<input type="checkbox"/>	= \$ _____
BULLER HOLIDAYS D,B&B	\$100	X	<input type="checkbox"/>	= \$ _____
<b>TOTAL</b>				<b>\$ _____</b>

Full payment should accompany this application form and may be made by enclosing a cheque made payable to Buller Ski Lifts or by filling in your credit card details below.

 Cheque  Cash  VISA  Bankcard  MasterCard  AMEX  Diners 

Amount \$ \_\_\_\_\_

 Card No                

Expiry Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Verification #: \_\_\_\_ Cardholders' Name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

 Note: Cheques should be made out to Buller Ski Lifts  
 Cash should NOT be sent by mail  
 Contest entry fees and Lift tickets are not refundable

---- Please fax this entry form to (03) 5777 7863 ----  
 Entries will close when we have 23 teams or by 5:00pm Thursday 7th July.

BULLER SKI LIFTS PTY LTD  
LIABILITY EXCLUSION, RELEASE, WAIVER & CONDITIONS OF ENTRY

**Mark Adams Ski & Golf Day ('the Event')**

**ADULT COMPETITION**

Name of Competitor: \_\_\_\_\_

Date of birth of competitor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I, the undersigned competitor, hereby agree that I have entered the above Event and paid the entry fee, subject to the following conditions:

1. Buller Ski Lifts Pty Ltd (BSL) and any related corporation, their employees agents, guides, ski instructors and contractors and all Event sponsors, their officers, employees, agents or contractors, including the Event organising committee (collectively called "the supplier") shall have no liability whatsoever in negligence, breach of contract or statute or statutory duty (including for breach of consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth)) to me or to my dependants or legal representative for any personal injury or death suffered by me arising in any way whatsoever, whether direct or indirect or consequential, from the supply of recreational services to me, including but not limited to my participation in the above Event , and all associated activities including the use of ski lifts, skiing or snowboarding, the condition, layout, construction, design or use of the race course for the Event or any ski or snowboard runs or slopes within the Mt Buller/Mt Sterling Alpine Resort, or the presence of people or objects (natural or manmade) thereon or nearby.
2. I acknowledge and agree that my participation in the Event, skiing and/or snowboarding and all associated activities is dangerous and has many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences and I assume and accept all such risk of personal injury or death in any way whatsoever arising from such activities and I hereby waive my right to sue for all claims I may have for such personal injury or death against the supplier in any way whatsoever arising from or in connection with such activities.
3. **WARNING UNDER THE FAIR TRADING ACT 1999**  
Under the *Australian Consumer Law* (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to me: -
  - are rendered with due care and skill; and
  - are reasonably fit for any purpose which I, either expressly or by implication, make known to the supplier; and
  - might reasonably be expected to achieve any result I have made known to the supplier.Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask me to agree that these statutory guarantees do not apply to me. If I sign this form, I will be agreeing that my rights to sue the supplier under the **Fair Trading Act 1999** if I am killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.  
  
**NOTE:** The change to my rights, as set out in this form, do not apply if my 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*.
4. I agreed that to the extent to which clauses 1 and 2 of this agreement are deemed ineffective by operation of law if I commence proceedings any damages recovered shall be reduced by such an extent as is just and equitable having regard to my share in the responsibility for any damage, loss or injury suffered by me.
5. I acknowledge that I have read, understood and are bound by the terms and conditions on the Lift Ticket issued to me by BSL, a copy of which is attached to this agreement.
6. I acknowledge that:
  - Skiing and snowboarding, the participation in the Event and the use of ski lifts and over-snow transport may be hazardous activities and may result in injury, loss, damage or death to me;
  - Participation in the Event requires certain skills and I declare that I have sufficient skill to be able to safely and properly participate in the Event;
  - I may be participating in the activities of the Event or in other activities conducted by or on behalf of the supplier or skiing/boarding in off-piste terrain or terrain that is artificially illuminated which may be uncontrolled, unmarked, ungroomed and not inspected and hence can be more hazardous than during daylight hours;
  - The terrain used for the Event contains natural and man made hazards which may or may not be marked;
  - I am responsible for ensuring that I have and will wear all equipment suitable for safely and properly participating in the Event;

- My equipment or property may be damaged or lost when transported to, or used on or at the Event;
  - The nature, quality and coverage of snow may be variable and that no representations have been made by the supplier as to its suitability for the Event;
  - I use the facilities of the supplier entirely at my own risk, as I find them and with a prior acceptance of the risk of possible danger and personal injury to me;
  - participation in the Event involves risks, dangers and hazards in addition to those normally associated with recreational snowsports;
  - alpine weather is extreme and can change rapidly without warning, as a consequence I will ensure that I wear suitable clothing;
  - the supplier makes no representations as to the suitability of the weather for the Event ;
  - Communication in the alpine environment is difficult and, in the Event of an accident, rescue and medical treatment may not be readily available.
7. I will not consume alcohol or illicit drugs whilst participating in the Event and agree that such use will enable the supplier to exclude me from the Event with no entitlement to any refund of money paid for entry to the Event.
  8. I agree to ski/snowboard within designated areas, observe all signs and co-operate with the supplier in respect of all instructions and requirements of the supplier while participating in the Event including the Terms of Ticket Issue a copy of which is attached to this agreement.
  9. I agree to ski/snowboard safely at all times and in accordance with the Alpine Responsibility Code and to be fully responsible for any claims by third parties for injury, loss or damage, whether personal or to property, resulting from any act or omission on my behalf or which is in any way attributable to my conduct. I agree to fully indemnify the supplier in respect of any such claim that may be brought against it.
  10. (a) I authorize the supplier to take all steps considered reasonably necessary to protect my welfare during the Event, including taking steps to obtain emergency medical and/or dental treatment if required. I acknowledge such treatment may include helicopter, oversnow or ambulance transport or hospitalization as well as anesthesia and/or surgery if recommended by a duly qualified medical practitioner.  
(b) I agree to be responsible for all expenses incurred by the supplier in respect of any such emergency services and/or treatment.
  11. I acknowledge that BSL has an unrestricted right to deny me access to any of its facilities which includes, but is not limited to, skiing /snowboarding equipment, use of oversnow or other vehicles, chairlifts, drag lifts or other ski tows and the surrounding terrain if I act in any way which, in the sole opinion of BSL, is deemed to be reckless or which, in the sole opinion of BSL, damages or may damage the terrain or anything used, supplied or constructed in respect of the Event and in such situation there will be no entitlement to any refund of money paid to the supplier whatsoever.
  12. I am aware that BSL reserves the right to cancel the Event should BSL decide that it is no longer appropriate to proceed with the Event and in such a situation there will be no entitlement to any refund of any money paid.
  13. By signing this agreement I am not relying on any oral or written representations or statements made by the supplier with respect to the safety of the Event other than what is set out in this agreement.
  14. I consent to photographs taken of me whilst competing in the Event to be used for promotional purposes including television, film, internet and other forms of media without any entitlement to any compensation, reward or financial entitlement.
  15. I agree that I have read and understood the rules of the Event and I will abide by them as determined by the supplier.
  16. I acknowledge that this liability exclusion, release, waiver and conditions of entry agreement: -
    - (a) constitutes the entire agreement between myself and the supplier,
    - (b) is governed by the laws of the State of Victoria, the Courts of which shall have exclusive jurisdiction in relation thereto and in relation to any claim I may bring against the supplier arising in any way whatsoever I relation to my participation in the Event or any associated activities, and
    - (c) if any part or provision is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.

Declaration: I have read and I understand these Conditions of Entry and agree to be bound by them.

Signature:.....

Witness:.....

Dated this        day of        2011