

IMPORTANT NOTICE - PLEASE READ CAREFULLY!

**EXCLUSION OF LIABILITY, WAIVER OF RIGHT
TO SUE AND ASSUMPTION OF RISK
THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS**

All tickets for ski lifts, snowtubing or for skiing or snowboarding lessons are purchased from Buller Ski Lifts Pty Ltd (the supplier) for use in the Mt Buller Alpine Resort subject to the following conditions: -

1. The supplier, its employees and agents 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 Customer, their Dependant/s or legal representative for personal injury or death suffered by the Customer arising in any way whatsoever from the supply of recreational services, 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 snow clearing and grooming, operations of the ski patrol, the conditions, layout, construction, design or use of pedestrian areas, roads, car parks, buildings, ski runs or slopes or the presence of people or objects thereon, or any associated sporting activities or similar leisure time pursuits associated in any way whatsoever with being in snow affected terrain.
2. The Customer acknowledges that 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 assumes and accepts all such risk and hereby waives the right to sue the supplier for any personal injury or death in any way whatsoever arising from such activities.
3. **WARNING:** If you participate in these activities your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

NOTE: the change to your rights, as set out in or on this notice, 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.

4. The ticket must be worn on the upper part of the body and be clearly visible. It remains the property of the supplier, is not transferable and cannot be resold. It is valid only for the date/s shown. No replacement or refund will be made for its loss or if any lift service is not operating or for Customer illness or injury. It is void if the seal is broken. The customer shall comply with the Alpine Responsibility Code and signs or other directions of the supplier and the ticket may be suspended or cancelled and access to lifts, services and other facilities denied at the absolute discretion of the supplier for non-compliance or for reckless or careless conduct.