

TERMS & CONDITIONS

USE OF RESORT FACILITIES

RISK WARNING:

ALPINE RECREATIONAL ACTIVITIES INCLUDING, BUT NOT LIMITED TO, SKIING, SNOWBOARDING, USING LIFTS, AND SNOW PLAY INVOLVE SIGNIFICANT RISKS WHICH MAY RESULT IN PHYSICAL HARM, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY OR EVEN DEATH.

SUCH RISKS AND HARM MAY RESULT FROM YOUR ACTIONS AND/OR OMISSIONS OR THOSE OF OTHERS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO: COLLISIONS WITH ANOTHER PERSON, OBJECTS, SURFACES OR TERRAIN; LOSS OF CONTROL AND/OR DIRECTION AND/OR FALLING AT ANY TIME, INCLUDING WHILE PARTICIPATING IN ALPINE ACTIVITIES OR WHILE USING LIFTS; AND UNEXPECTED CHANGES IN WEATHER AND SNOW CONDITIONS.

The Competition and Consumer Act 2010 implies into contracts for the supply by a corporation of services to a consumer certain non-excludable warranty that, amongst other things, the services will be tended with due care and skill. Except to the extent that the ticket holder has non-excludable rights under the Act, tickets are issued to the holder (or their agent) on the condition that Charlotte Pass Snow Resort Pty Ltd (CPSR) shall not be liable for any loss, damage or injury whatsoever to the person or property of the holder howsoever caused or occurring whether or not within, upon or adjacent to any of the property, facilities or leasehold areas of CPSR and whether or not caused by or arising from any default, negligence, misconduct or otherwise of CPSR, its assigns, servants and agents.

1. You acknowledge that prior to the use of the resort facilities you have read and will strictly observe the Alpine Responsibility Code contained in this document and also on display throughout Charlotte Pass Snow Resort.
2. At all times you agree that you will conduct yourself in a safe, controlled manner and you will read all signs and follow all directions and instructions given by CPSR, its employees and agents.
3. You acknowledge and agree that whilst skiing, snowboarding or any other recreational activity, you do so at your own risk.
4. Your pass must be worn on the left side of the body to be easily scanned and presented to staff upon request along with ID.
5. Your pass will not be refunded or credited if any portion or part of the pass is unused.
6. If your pass is stolen you must report it to Charlotte Pass Guest Services Office. There is a fee for replacement.
7. Your pass will not be refunded or credited if any CPSR facilities are not operating for any reason.
8. Your pass may, where stated, limit which CPSR facilities, lifts and transport can be used.
9. Your pass is valid for the dated period only.
10. Your pass remains the property of CPSR at all times and cannot be transferred, resold or redeemed for cash. A breach of this condition will result in the pass being confiscated and the matter being referred to the NSW Police.
11. Your pass does not allow you to undertake any commercial activities at Charlotte Pass Snow Resort.
12. Your pass does not allow you to provide or receive any type of ski or snowboard instruction at Charlotte Pass Snow Resort except that which is provided by CPSR.
13. We make no warranties in relation to the services to be provided.
14. CPSR is not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property and whether arising from default, negligence, misconduct or otherwise by CPSR, its employees or agents and you indemnify us against all claims.
15. You acknowledge and agree that despite the actions and measures that have been taken to maintain health and safety, CPSR is unable to prevent or avoid all risks relating to Coronavirus (COVID-19) in the alpine environment and you accept personal responsibility and liability for any and all risks relating to COVID-19 while at Charlotte Pass Snow Resort.
16. Breach of these conditions will result in the forfeit of the pass.

I acknowledge that I have read and understood the conditions listed above and I hereby agree to comply with the Terms and Conditions of use of Resort Facilities and the Alpine Responsibility Code (set out hereof and displayed throughout Charlotte Pass Ski Resort) and will, if necessary, explain these to any minors in my care.

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YOUR ALPINE RESPONSIBILITY CODE

There are inherent risks in all snow recreational activities. Common sense, staying in control and personal awareness can reduce these risks. Risks include rapid changes in weather, visibility and surface conditions, as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers, snow fences and snowmaking equipment. Observe the code and ski and ride with courtesy to others.

1. Stay in control and avoid other people and hazards.
2. Use appropriate protective equipment, especially helmets, to minimise the risk of injury.
3. You must have the ability to use each lift safely. If in doubt ask the lift attendant.
4. Obey all signs and warnings, and keep off closed trails and areas.
5. It is your responsibility to avoid and give way to people below and beside you.
6. Do not stop where you are not visible from above or where you obstruct a trail.
7. Before starting downhill, or merging into a trail, look uphill and give way to others.
8. Use care to prevent runaway snowboards.
9. If you are involved in or see an accident, alert and identify yourself to Resort Staff.
10. Be aware that it is dangerous to ski, board or ride lifts if your ability is impaired by drugs or alcohol.

**KNOW THE CODE.
IT'S YOUR RESPONSIBILITY.**

**Failure to observe the code may result in cancellation
of your ticket or pass by Resort Staff.**

