



UNACCOMPANIED MINOR HIRE FORM

Kosciusko Thredbo Pty Limited supplies Snow Sports equipment hire to Levers customers purchasing one-day ski packages. The following information is required to assist Thredbo Sports staff process the equipment requirements for an unaccompanied minor, that is, a person under 18 years of age not accompanied by a parent or legal guardian on the date of a Levers package.

It is a requirement at Thredbo Sports that a hire form be prepared and signed by the parent or legal guardian of a minor. Where the parent or legal guardian of the minor will not be present at Thredbo Sports ski & snowboard hire at the time the equipment is issued to the minor, the information required by the hire form must be completed in advance by completing the “Unaccompanied Minor Hire Form”.

IMPORTANT, Please note:

1. The height, weight, age and skier ability details of the unaccompanied minor are required to assist us with ski binding adjustments. We ask that you complete this information very carefully to ensure the correct binding settings are calculated for the unaccompanied minor.
2. It is necessary for the parent / legal guardian of the unaccompanied minor to read, understand and sign and date the Terms & Conditions of Hire and Risk Warning that apply to the equipment hired;
3. Credit card details are also required as a security deposit for the equipment hired.

Please read and carefully complete this 2-page form and ensure that the unaccompanied minor presents this form to Ski and Snowboard hire staff upon arrival at Thredbo Sports Friday Flat.

Parent / Legal Guardian Name: _____ (“The Hirer”)

Relationship to Unaccompanied Minor: _____

Parent / Legal Guardian Address: _____

Parent / Legal Guardian Telephone number: _____

Unaccompanied Minors Name: _____ (“Unaccompanied Minor”)

Unaccompanied Minors Details: Height _____ (cm) Weight _____ (kg)

Skiing Ability (Tick box):

BEGINNER-

INTERMEDIATE

TYPE 1

INTERMEDIATE-

ADVANCED

TYPE 2

ADVANCED-

EXPERT

TYPE 3

Should you require any assistance with Skiing Ability classification, please phone Thredbo Sports on (02) 6459 4178.

Equipment Required:

Snowboard and Snowboard boots (wrist guards are recommended)

Skis, Stocks and Boots

Other _____

I warrant that the personal information provided on behalf of the unaccompanied minor is accurate and acknowledge that it will be used to adjust the ski binding release values of the unaccompanied minor.

Signature of Parent / Legal Guardian: _____ **Date:** _____

OFFICE USE ONLY

BOOT SOLE LENGTH: _____ **SKI/Board No:** _____

DIN SETTING : _____ **TECHNICIAN :** _____

I certify that the above binding release values are set within the limits according to the manufactures recommended DIN settings from the personal information provided above on this form about the unaccompanied minor named above.

TECHNICIAN'S SIGNATURE _____

TERMS AND CONDITIONS OF HIRE AND RISK WARNING.

1. The Hirer on behalf of the Unaccompanied Minor acknowledges that:
(a) **RECREATIONAL ACTIVITIES (INCLUDING SKIING AND SNOWBOARDING) 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 ALSO FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.**
(b) The Hirer on behalf of the Unaccompanied Minor has hired the equipment noted on this Agreement from Kosciusko Thredbo Pty Ltd A.B.N 95 000 139 015 ('KT') subject to these Conditions of Hire; (c) the equipment hired on behalf of the Unaccompanied Minor shall not be assigned to any other person and no equipment may be lent, sub-hired, transferred or otherwise dealt with in any manner whatsoever; (d) the signing of these conditions will constitute an acknowledgement by the Hirer on behalf of the Unaccompanied Minor that the goods hired will be supplied and adjusted according to the height, weight, age and skier ability details provided on this Form for the Unaccompanied Minor and that the goods hired will be in good repair and are free from defect at the time of hiring. (e) if the Hirer on behalf of the Unaccompanied Minor has hired (i) a ski-binding-boot system on skis it may not release at all times or under all conditions where release may prevent injury or death, nor is it possible to predict every situation in which it will release, and it is, therefore no guarantee of safety; and (ii) snowboard equipment – the snowboard-boot-binding system on snowboard equipment is a NON-RELEASE system and that its use cannot guarantee the users safety, nor does its use reduce the risk of injury to the user or the users property (or death);and(iii)a storage locker – loss or theft of property may occur due to circumstances beyond KT's control; and (iv) ski, snowboard or après boots – walking on snow or ice is slippery and care must be exercised at all times; and (v) a helmet – no helmet can protect the user from all foreseeable impacts and its use cannot guarantee the users safety; (f) the Hirer on behalf of the unaccompanied minor acknowledges that all equipment hired and used is at the users own risk and that no condition, warranty or representation of safety, suitability or fitness is expressed or implied by KT or by its employees or agents; (g) acknowledge the risk warning set out in bold and capitals above and that the warning constitutes a risk warning pursuant to the Civil Liability Act, 2002 and I agree that I assume all risks in connection with the use of the equipment and acknowledge that KT is not liable for the breach of any express or implied warranty that the services it provides in relation to the equipment will be provided with reasonable care and skill; (h) without limitation to paragraph (g) above, subject to any non-excludable statutory provisions, KT is not liable for any injury, loss, delay, inconvenience or damage of any kind whether due to accident, breakdown, defect, and whether to person or property and whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and to the fullest extent permitted by law all conditions, warranties and representations to the contrary are excluded; (i) without limitation to paragraphs (g) and (h)above, KT's liability under any statutory right or any condition or warranty implied by any State Fair Trading Act or the Trade Practices Act 1974 (Cth) which cannot lawfully be excluded is, to the extent permitted by law, limited at the option of KT to the resupply of the goods or the payment of the cost of the resupply of the goods; (j) no refund or part thereof will be given for early return of goods.
2. The Hirer on behalf of the Unaccompanied Minor agrees to: (a) compensate KT for its loss (up to the full reinstatement value of the equipment) if the equipment is not returned (whether due to loss, theft or any other reason) or if the equipment suffers abnormal damage during the period of hire, whether such damage occurred while it was in the hirer's possession or not; (b) fully indemnify and keep indemnified KT, its employees and agents from and against all claims, losses, expenses or damages which arise in any way in connection with the hired equipment, including loss, damage or injury to any other person or their property (or their death); and (c) pay on a daily hire rate for all goods and equipment which is not returned on or before the last day of the hiring period.
3. **The Hirer has read and understood and voluntarily agrees to the above terms & conditions on behalf of the Unaccompanied Minor. The Hirer declares that he or she is over 18 years of age and is a parent or legal guardian of the Unaccompanied Minor.**

Signature of Parent / Legal Guardian of Unaccompanied Minor.

Date

Credit Card Details are required for equipment hired pursuant to the terms and conditions above.

Card Holders name: _____

Credit Card Number:

Expiry date: ____/____

I acknowledge, on behalf of the Unaccompanied Minor, the liability for equipment hired subject to the conditions of hire above. The maximum cost being \$500.

Card Holders Signature: _____

Date: _____

PRIVACY STATEMENT: KT collects the personal information requested on this Rental Agreement to enable the efficient provision of the goods and/or services that are requested or required by its customers and to facilitate the administrative functions associated with the provision of the goods and/or services. It is possible for you to gain access to this personal information held by KT by writing to the Privacy Officer, Kosciusko Thredbo Pty Ltd, PO Box 80, Thredbo NSW 2625. Occasionally we would like to send you information on Thredbo products and promotions. Please tick this box if you do not wish to receive such offers.