theSKImag Demo Days

Hotham 8th-9th August 2009

REGISTRATION FORM - Please tick which day you wish to attend ❑ Weekend ❑ Saturday only ❑ Sunday only

Your Details

First Name _____

Surname _____

Address _____

Town _____

Postcode _____

Phone no. _____

Mobile _____

Email _____

Payment details

$30 gets you registered to try for the two days with a goodie bag and subscription to theSKImag. Try for one day for just $20. Lift ticket not included.

❑ Pay cash on the day at theSKImag tent.

❑ Please charge my credit card as detailed below.

Please tick card ❑ Amex ❑ Visa ❑ M/card ❑ B/card

Name on card _____

Card No |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Card Expiry date _____

Amount $ _____

Signature _____

Date _____

Drivers License (if under 18, please have parent or guardian fill in)

Drivers License No. _____

Name on License _____

Your details will be held by theSKImag to provide you with information that may assist you to access their services and will not be disclosed to any other party. If you do not wish to receive further information from them please tick ❑

Disclaimer

theSKImag presents ski wholesalers DEMO, LIABILITY RELEASE, ASSUMPTION OF RISK AND WAIVER TO SUE AGREEMENT PLEASE READ CAREFULLY.

1. I acknowledge receipt of the Equipment in good order and condition and accept full responsibility for its care and I agree to pay for any damage to it however caused (including loss or theft) and replace at full retail value any Equipment not returned by 4pm on the day of the demo period or be liable. I agree that any deposit lodged by me may be forfeited to pay for all or any part of these liabilities.
2. I am familiar with the proper use of the Equipment. I understand that the demo technicians are able to answer questions I may have as to the proper use of the Equipment but I have not relied on any advice or representation made by them or by the Supplier.
3. I agree to return that Equipment in good order and condition to avoid any additional charges and that I will not be entitled to any refund or reduction in demo for early return of the Equipment.
4. I agree to use the Equipment in a safe and responsible manner and to comply with the Alpine Responsibility Code on display and with all signage and directions of the Supplier.
5. [DOWNHILL SKI EQUIPMENT ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (I acknowledge that this information is required in order to properly adjust the ski boot / binding settings). I agree that the setting appearing in the visual indicator windows on the binding correspond with the setting recorded. I agree not to alter these settings.
6. DISCRETIONARY DIN SETTING
   At my request the supplier may alter the DIN setting on my ski/boot binding system from that calculated pursuant to the binding manufacturer's chart. I acknowledge that this may increase the risk that I will suffer personal injury or death whilst skiing and I freely agree to and assume this additional risk.

B. ACKNOWLEDGEMENT OF RISKS

1. I am aware that alpine skiing, snowboarding, x-country skiing, skiboarding, tobogganing and snowshoeing and all other snowsports involve inherent risks, dangers and hazards and that personal injury (and sometimes death) are a common and ordinary occurrence of these activities.
2. ALPINE SKIING: I understand that the ski boot / binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is no guarantee that the user will not be injured.

C. RELEASE OF LIABILITY ASSUMPTION OF RISK AND WAIVER OF RIGHT TO SUE
In further consideration of the Supplier renting to me the Equipment, I hereby agree as follows:

1. that the Supplier shall have NO LIABILITY whatsoever in negligence, breach of contract, breach of statute or statutory duty (including conditions or warranties implied by the Trade Practices Act 1974 and the Fair Trading Act 1999) to me, my dependants, legal representative or the user of the Equipment ("the user") for personal injury or death suffered by me or the user arising in any way whatsoever from the rental or use of the Equipment, including the breakage, malfunction, unsuitability, design, manufacture, selection, installation, maintenance, or adjustment of the Equipment or in respect of the provision of or the failure to provide any warning, directions, advice, instructions or guidance as to the use of the Equipment. (collectively called "the use of the Equipment");
2. I acknowledge that the use of the Equipment and all associated activities are dangerous and have many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences and I accept and assume all risk of personal injury or death in any way whatsoever arising therefrom and hereby waive my right to sue the Supplier for all claims I, or my dependants, may have for such personal injury or death in any way whatsoever arising from or in connection with the use of the Equipment and all associated activities;
3. that this 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, 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;
4. 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 / sign.

NOTE
The change to your rights, as set out in or on this notice / sign, 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.

I agree

Signature _____ **Date** _____

Please email completed registration form to jo.wettenhall@theskimag.com by 31st July 2009 to go into the draw to win a SKImag prize pack. You will need your own boots, poles and valid lift ticket for this event.

theSKImag

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