

## **SNOW PARK HOLDINGS LTD** (Snow Park NZ).

### **TERMS AND CONDITIONS OF SALE.**

This pass is non-transferable. Valid from opening until closing of the 2010 winter season. Prior to July 1st, if the purchaser is not able to use the pass due to medical reasons that we deem acceptable (A letter substantiating the reason must be supplied by an accredited practitioner) the pass may be transferred to another person or held over until the following year. Fraudulent use of this pass may result in all parties involved being prosecuted to the full extent of the law. Lost or stolen passes: A \$40 fee will be charged for all re-issued season passes. Snow Park NZ Ticketing Office or Management must be notified of any missing passes within 24 hours to prevent fraudulent use of your pass by another person. Failure to do so may leave you open to be implicated in the fraud. Fraudulent use of this pass may result in all parties involved being prosecuted to the full extent of the law. Local Family passes and U18 Local Passes are only for sale to families and persons living within the Otago/Southland Area boundaries as deemed by Land Information New Zealand. If you are unsure if you are eligible for this deal then you must contact Snow Park before purchasing the pass, failure to do so may result in only a partial refund being given to cover administrative costs. U18 age taken as of the 1st of January 2010.

### **Refund Policy**

Snow Park NZ operates in a mountain environment where conditions are subject to rapid change. Lift passes are not refundable due to weather, or other operating contingencies affecting any lift or facility. Subject to the requirements of the consumer Guarantees Act all refunds are made at the discretion of Snow Park NZ management.

SAFETY NOTICE, TERMS OF SALE, FULL RELEASE FROM LIABILITY, & INDEMNITY AGREEMENT. PLEASE READ CAREFULLY BEFORE ACCEPTING SNOW PARK RIDER SAFETY: By choosing to use this area, you are assuming the risk of any injuries or death that may result from your presence in the park and your use of its features and structures. Serious equipment damage can occur. Use this area within your ability. Work your way up! Each Park user is required to inspect all features of the area each day before using them. Do not utilise a structure or feature until you have inspected it and its surrounding area carefully. Terrain features, shapes, and surfaces change with weather, use, and maintenance. You are responsible for using a spotter to watch and warn of the people and objects around you. Remember to look up hill before starting or stopping. Always stay in control so you can stop or avoid objects and people below you. The person below you always has the right of way. Please be aware of people exiting jumps, courses, pipes, rails, and structures. IT IS YOUR RESPONSIBILITY TO KNOW THESE RULES, TO RIDE WITH IN YOUR ABILITY, AND TO RESPECT YOUR FELLOW RIDERS AND THE TERRAIN!!! Freestyle Terrain contains man-made and natural terrain variations such as rails, boxes, jumps, pipes, skier/boarders cross courses, etc. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. I understand and EXPRESSLY AGREE to the fact that SNOWBOARDING and SKIING and related activities are EXTREMELY HAZARDOUS including, without limitation, the risks of PERSONAL INJURY AND/OR DEATH or property damage which could occur from these activities and the risks of loading, riding and unloading the lift, uneven terrain, collisions with natural, man-made and other objects or persons, and all of the other risks that are included in participation in outdoor activities in a mountain environment. I realise that injuries do occur in these sports and that, by my signature below or agreement that you have read the conditions on the internet form, I VOLUNTARILY ASSUME ALL RISKS of any INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN THIS ACTIVITY AND AGREE TO FOLLOW

ALL POSTED AND VERBAL INSTRUCTIONS. I also agree to remain alert and act in a careful and prudent manner at all times to safeguard myself and others as much as possible. I understand and agree that INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THESE ACTIVITIES. I have made a VOLUNTARY CHOICE to participate in SNOWBOARDING and SKIING and related activities myself or allow my Child or Children to do so despite the risks they present. In consideration of SNOW PARK making SNOWBOARDING and SKIING and related activities available to me and/or my Child or Children, I EXPRESSLY AGREE that I freely accept and voluntarily assume ALL RISKS OF PERSONAL INJURY OR DEATH or property damage for myself and Child or Children and FULLY RELEASE SNOW PARK Ltd and its agents, employees, directors, officers, and volunteers FROM ANY AND ALL LIABILITY for personal injury, death or property damage which results IN ANY WAY from me or my Child or Children's participation in these ACTIVITIES, including any caused by NEGLIGENCE, conditions on or about the premises and facilities or the operations of the area including, but not limited to, grooming, snow making, lift operations while loading or unloading, other snowboarders or skiers any other activities related to SNOWBOARDING and SKIING and ACCEPT MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL such damages or injury of any kind which may result TO ME OR MY CHILD OR CHILDREN. In addition, the undersigned parent/guardian signing below represents to SNOW PARK Ltd. that they have the authority to enter into this contract on behalf of said MINOR OR MINORS and on behalf of any other parent or guardian of said MINOR OR MINORS and AGREES TO DEFEND AND INDEMNIFY and hold harmless SNOW PARK Ltd. from any and all claims arising from this contract brought on behalf of said minor or minors or any other parent/guardian thereof, even if caused by NEGLIGENCE and even after the minor or minors has attained majority, or from third parties injured by the minor or minors, and hold SNOW PARK Ltd., its representatives, agents, affiliates, officers, directors, servants, volunteers, and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property. I, the undersigned, HAVE READ AND UNDERSTAND, the terms of the above Full Release from Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing IT IS BINDING upon me, my heirs, assigns and in the event I am signing it on behalf of ANY MINORS, that I have FULL AUTHORITY TO DO SO REALISING ITS BINDING EFFECT ON THEM as well as me. In exchange for, and in consideration of SNOW PARK NZ. making the area available to me and my Child or Children for participation in the ACTIVITIES of SNOWBOARDING OR SKIING in its' various forms, I CONTRACTUALLY AGREE that any and all disputes between myself and SNOW PARK NZ. arising from riding the lift and/or participating in SNOWBOARDING OR SKIING and including any claims for personal injury and/or death, will be governed by the laws of NEW ZEALAND. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY ACCEPTING BELOW I AM RELEASING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM ACCEPTING. I ALSO AGREE BY ACCEPTING TO AND WILL COMPLY WITH ALL SIGNS, NOTICES, AND AUTHORITIES AT SNOW PARK Holdings Ltd AND AGREE THAT ALL SNOW PARK NZ MANAGEMENT DECISIONS ARE FINAL. Passes used for commercial purposes without the express consent of Snow Park NZ will be confiscated.

**If you wish to obtain a copy of the terms and conditions please email [info@snowparknz.com](mailto:info@snowparknz.com). Or it is available to read on our web site [www.snowparknz.com](http://www.snowparknz.com).**