



## Liability Agreement Hire Equipment.....Annexure A

Warning, Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement and Agreement Not to Sue between the hirer and Pembrash Pty Ltd T/As Riverina Ski Sports ACN 34 009 090 375

1. I understand and agree that skiing, snowboarding and related activities are hazardous and that injuries are common and ordinary occurrences during these activities. I agree to assume all risks of death or injury to any part of the user's body while using this equipment.

2. For Alpine Ski Equipment, I understand that the ski-boot-binding system is designed to release the boot from the ski when certain forces on the system reach preset values, but that the binding will not release or retain at all times where release or retention may prevent injury, and that it cannot prevent all injuries to any part the user's body. I understand and agree that lower settings on my bindings will increase releasability but also increase the risk of injury due to inadvertent release, the higher settings on my bindings will increase retention but also increase the risk of injury due to non-release, and that injuries due to unwanted release or retention are inherent risks of skiing.

3. For Snowboards, I understand that these systems function differently from Alpine ski bindings in that snowboard bindings will not release in falls or accidents. I understand and agree that these systems do not protect against any type of injury and that any injuries resulting from these circumstances are inherent risks of the sport.

4. I understand and agree that certain risks of skiing and snowboarding may be reduced, but not entirely eliminated, by taking lessons, by following "your responsibility code" which is posted at most winter sport areas and by using reasonable care and common sense. I further understand that a leash or other runaway prevention system must be used with all skis and snowboards at all times, including while riding lifts and while carrying snowboards on or near a slope, in order to reduce the risk of injury to others.

5. To the fullest extent allowed by law, I hereby agree to forever release and hold harmless Pembrash Pty Ltd T/As Riverina Ski Sports and all manufacturers and distributors of this equipment, as well as their owners, agents, employees and affiliated companies, from any and all responsibility or legal liability for any injuries, damages or death to any user of any equipment listed on this form, whether resulting from negligence or any other cause. I further agree that I will defend and indemnify them in any claim or action is pursued for any injuries, damages or death relating to skiing, snowboarding or any related activities involving the use of this equipment.

6. I accept this equipment "as is" and with no warranties, express or implied, beyond those stated in this agreement and in the manufacturer's written limited warranty.

7. This document is a legally binding contract which supersedes any other agreements by or between the parties, and which constitutes the final and entire agreement regarding this transaction and this equipment. This agreement is intended to provide a comprehensive release of all legal liability which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but it is not intended to assert any claims or defence that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect. The specific legal rights of the parties may vary among different states and provinces. I have carefully read, understood, and agreed to the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue. I am aware that this is a legally binding contract.