

## 2009 MOUNTAIN BIKING TERMS & CONDITIONS

*The following Terms & Conditions apply to your Coronet Peak Bike Park season pass.*

The summer operating season for Coronet Peak is nominally 7<sup>th</sup> January – 1<sup>st</sup> March 2009. Season length is subject to weather and market conditions and the season may be longer or shorter than indicated. NZSki Limited (NZSki) makes no warrant as to the length of season, number of lifts operating at any time, or to the operation or otherwise of the Bike Park on any particular day.

Purchase of a pass implies acceptance of the following Terms & Conditions:

### PART A – APPLIED TO ALL PASS HOLDERS, 2009

1. The pass is not transferable. It may only be used by the person whose name and photograph it bears and the original application may not be transferred to another person.
2. Fraudulent use of your pass will result in confiscation and prosecution for all parties involved.
3. Your pass cannot be used for commercial purposes.
4. A lost or stolen pass must be reported immediately. Replacement of a lost or stolen card will incur a \$35 administration fee.
5. Photo identification is required on purchase of your pass.
6. All card holders must abide by the Bike Park User Responsibility Code. Misconduct will result in the withdrawal or suspension of the pass with no refund. Misconduct includes, but is not limited to, reckless or dangerous riding, excessive speed within a slow or learning zone, disregard for closed areas, unsociable behaviour, biking under the influence of alcohol or drugs, supply of incorrect information or breach of the conditions as per the Bike Park Responsibility Code on the reverse of this form.
7. **Season passes are non-refundable unless the Injury/Medical cover option has been purchased.** If Injury/Medical cover has been purchased, passes will be refunded on a pro-rata basis. **In all cases refunds will only be made on medical grounds (injury or medical condition which precludes or significantly limits ability to use the pass).** All applications for pass cancellation and refund must be supported with a doctor's certificate. Pro-rated refunds will be calculated from the bike park opening day and is available for up to 4 weeks. On expiration of the 4 week period, no refunds are available. Refunds extend to the value of the pass type purchased only and do not cover any ancillary or other associated costs.

**0 weeks** (Bike Park not yet open) 100%

**1 week** - 80% refund

**3 weeks** - 40% refund

**2 weeks** - 60% refund

**4 weeks** - 20% refund

8. You must carry your pass with you at all times when biking.
9. Use of your season pass is subject to the Terms & Conditions of the Coronet Peak Bike Park any any directions of NZSki staff.

### PART B – SPECIFIC TO SEASON PASS TYPES, 2009

1. The Bike Pass provides the holder with riding at Coronet Peak, for the 2009 season during standard operating hours of 11.30am – 7.30pm, Tuesday - Sunday plus Twilight riding at Coronet Peak when available.
2. A day lift pass may be issued if a season pass holder has forgotten their pass, for an administration fee of \$10.00. The season pass will be deactivated for the duration of that day.
3. Cardholder conditions as in Part A above also apply.

### PART C – DISCLAIMER

1. With every adventure activity there is an element of risk, including but not limited to, the risk of injury, loss of property (e.g. cameras, clothing, etc), missed pre-booked travel, etc. While we (NZSKI Limited trading as 'NZSki, hereafter "the Company", "we", or "our") complies with a comprehensive safety operation plan and does its utmost to provide the highest quality experience, we cannot absolutely guarantee your safety/property whilst participating in Coronet Peak mountain biking ("activity").
2. I declare and confirm that I am physically fit and do not suffer from any known medical conditions, injuries or any condition that could affect my ability to participate in the activity.
3. I agree to assume all risk of participating in the activity and release and hold harmless the Company (including its employees, associates, agents and any known affiliates including the Department of Conservation) from any

liability whatsoever in connection with any matter relating to my participation in the activity which gives rise to damage, injury or loss of any nature.

4. I also indemnify the Company against any and all claims that myself or any of my family or associates, or any one or more of my executors, heirs, next of kin, successors, assignees, or administrators, may assert and against any costs including legal fees that may be incurred as a result of any such losses, injury, damages, claims or expenses.
5. I agree to comply with all instructions given to me by Coronet Peak employees in respect of my participation in the activity.
6. Our employees reserve the right at any time and at our sole discretion to refuse any person participating in the activity or continue participating in this activity should our employees believe a person's physical fitness or other condition may pose a risk to that person's or the other person's safety.
7. I consent to receive medical treatment which may be deemed necessary in the case of injury, accident, or illness during the activity.
8. I agree that I am bound by all the Terms & Conditions on this form and will not commence any legal action in any country against the Company or any of its agents, employees, associated persons or related companies.

### **BIKE PARK RESPONSIBILITY CODE**

#### *Stay in control at all times*

Know your ability, remain under control, be able to stop and avoid other people and objects.

#### *People below you have the right of way*

The downhill rider has the right of way, also look above before entering at trail.

#### *Look before you leap*

Scope jumps and drops first, ensure the area is clear of other, use a spotter on blind jumps. Do not cut switchbacks.

#### *Obey all area signage*

Observe and obey all signs and warnings. Keep off closed trails and areas.

#### *Stop where you can be seen*

Do not stop where you obstruct a trail or are not visible from above.

#### *Stay on scene*

If you are involved in or witness an accident, remain at the scene and identify yourself to Bike Patrol.

#### *Safety*

All riders must wear helmets. Please tell the lift attendant if it is your first time riding the lifts. Hiking on the bike trails is not permitted.

Be safety conscious – keep to the code or you're down the road.

I have read, understood and agree to the above Terms & Conditions. The information I have provided is true and correct.

*All applicants are required to sign the agreement with the Terms & Conditions overleaf. A parent or legal guardian must sign for all applicants 17 years and under.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_