



Melbourne University Snowboard Team

EQUIPMENT RENTAL AGREEMENT

WARNING UNDER THE FAIR TRADING ACT 1999

Under the provisions of the **Fair Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are —
Rendered with due care and skill; and

As fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and

Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you agree to all terms on this form by signature, electronically or otherwise, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, 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.

**RENTAL, LIABILITY RELEASE, ASSUMPTION OF RISK AND WAIVER TO SUE AGREEMENT. PLEASE READ CAREFULLY
BY RENTING EQUIPMENT FROM "MELBOURNE UNIVERSITY SNOWBOARD CLUB INCORPORATED" PURSUANT TO THIS AGREEMENT
YOU WILL WAIVE CERTAIN LEGAL RIGHTS TO SUE UNDER THE TRADE PRACTICES ACT 1974, AND THE FAIR TRADING ACT 1999 AND
FOR NEGLIGENCE AND BREACH OF CONTRACT**

RENTAL AGREEMENT

In consideration of the **MELBOURNE UNIVERSITY SNOWBOARD CLUB INCORPORATED** and its agents, ("the Supplier") renting to me the equipment (the "Equipment") listed on this form: -

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 a date agreed upon at the time of hire or be liable for the following and subsequent days rental at daily rates, whichever is the lesser amount. 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 rental 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 rental for early return of the Equipment or under any other circumstances.
4. I acknowledge that the Supplier recommends that all snowboarders wear wrist guards and helmets, but recognizes that the decision to wear a helmet is a matter of personal or parental choice.
5. 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. I also agree to be the sole user of this equipment and that this equipment will not be shared amongst multiple users or be used for the purposes of making any personal financial profit. I understand that should anyone else use the equipment provided for me I will be forfeiting any deposit lodged by me.

ACKNOWLEDGEMENT OF RISKS

I am aware that alpine snowboarding and all other snow sports involve inherent risks, dangers and hazards and that personal injury (and sometimes death) are a common and ordinary occurrence of these activities.

I understand that the boot/binding system for this equipment is not designed to release and will not release under normal circumstances. I understand that therefore this system will not reduce my risk of injury during a fall.

RELEASE OF LIABILITY ASSUMPTION OF RISK AND WAIVER OF RIGHT TO SUE

In further consideration of the rental to me of 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 dependents, legal representative or the user of the Equipment 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 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.

I understand that failure to comply with any of the terms and conditions above may result in a report to MUS and/or UoM. This may lead to further action such as cancellation of club membership, actions being taken against me by MUST, MUS and/or UoM, sanctions from UoM which can lead to university results being withheld, police and/or legal action.