

APSI TERMS AND CONDITIONS – PAGE 1

These terms and conditions, any information provided by the Candidate while booking or buying products on the APSI website, and documents which the Candidate is required to sign, together constitute the Agreement (“This Agreement”) for the Candidate’s participation in the event for which the Candidate has enrolled. This Agreement is between you as the Candidate and Australian Professional Snowsports Instructors Incorporated (APSI).

1. The Candidate acknowledges that the Candidate may not participate in the event unless the Candidate holds current financial membership of Australian Professional Snowsports Instructors Incorporated (APSI). The Candidate hereby warrants that:

- 1.1. The Candidate is, at the date of this Agreement, a current financial member of the Association; or
- 1.2. The Candidate has completed and lodged an Application for Membership of APSI and has paid the relevant fee.

2. AGREEMENT TO BE BOUND BY RULES AND FOLLOW REASONABLE DIRECTIONS

- 2.1. The Candidate agrees that the Candidate has read the rules of APSI and agrees to be bound by those rules at all times during the Candidate’s participation in the event.
- 2.2. The Candidate agrees to be bound by and to observe:
 - 2.2.1. All rules, regulations and procedures of the host resort; and
 - 2.2.2. The Alpine Responsibility Code.
- 2.3. The Candidate agrees to observe and follow all reasonable directions of APSI, its employees and agents and any employees of the host resort.
- 2.4. The Candidate acknowledges and agrees that a breach by the Candidate of any of the provisions of clauses 2.1, 2.2 or 2.3 of this Agreement constitute a breach of an essential term of this Agreement which will entitle APSI to immediately terminate this Agreement and remove the Candidate from participation in the event without refund of the fees.

3. EVENT PARTICIPATION

- 3.1. The minimum participant number for the event is five (5) participants. Places in the event are allocated in order of registration and receipt of payment. APSI reserves the right to cancel or reschedule the event and, in the event of cancellation, refund to the Candidate any fee paid for the event, in the event that fewer than five (5) participants have enrolled for the event.
- 3.2. The Candidate acknowledges that the details of any of the Candidate’s skills and expertise disclosed by the Candidate are true and correct in every detail. APSI reserves the right to:
 - 3.2.1. Refuse to allow the Candidate to participate in the event if the Candidate’s skills and expertise as disclosed by the Candidate do not meet APSI’s standards for participation in the event; or
 - 3.2.2. Terminate this Agreement and remove the Candidate from the event if the Candidate’s skills and expertise are assessed by APSI as being below the standard required for participation in the event, after commencement of the event.
- 3.3. Where APSI sets prerequisites for participation in a snowsports event the Candidate acknowledges and agrees that the Candidate may not participate in the event unless the Candidate meets those prerequisites.

4. PAYMENT OF FEES

- 4.1. Event registration closes seven (7) days before the start of the event. Registration or payment received less than seven (7) days from the event commencement date will incur a \$100.00 late fee or will entitle APSI to refuse to register the Candidate on the event.
- 4.2. APSI prefers to receive payment from the Candidate through APSI’s online store but will accept payment by cash, credit card or cheque. If the Candidate chooses to pay the fees other than through APSI’s online store, APSI will not register the Candidate for participation in the event until full payment has been received. APSI will refuse the Candidate the right to participate in the event if payment has not been received in full before the commencement of the event.

5. CANCELLATION

- 5.1. APSI reserves the right to cancel, postpone or relocate the event without prior notice for any of the following reasons:
 - 5.1.1. Adverse weather conditions;
 - 5.1.2. Insufficient snow cover;
 - 5.1.3. Lack of facilities due to resort operations; or
 - 5.1.4. Lack of Candidates (see Clause 3.1).
- 5.2. APSI agrees it will make every effort to ensure that the Candidate is registered on the next available equivalent event should the event be cancelled for any of the reasons set out at clause 5.1, above. APSI does not guarantee that the Candidate can be placed on an equivalent event after cancellation and the Candidate acknowledges the Candidate will not be entitled to any damages arising from cancellation by APSI. If the event is cancelled APSI agrees to refund to the Candidate such part of the fees paid by the Candidate as are not required by the APSI to meet its reasonable expenses of preparing for or partially conducting the event incurred prior to the cancellation.

6. WITHDRAWAL

- 6.1. The Candidate acknowledges that if the Candidate withdraws from the event after registration then:
 - 6.1.1. If the Candidate withdraws for other than medical reasons and notice of withdrawal is received by APSI one (1) or more weeks before commencement of the event, APSI will offer to the Candidate a refund or credit of the fee paid by the Candidate less an administration charge of \$50.00;
 - 6.1.2. If the Candidate withdraws for reasons other than medical reasons and notice of withdrawal is received by APSI less than one (1) week before commencement of the event, APSI will offer to the Candidate a refund or credit of the fee paid by the Candidate less an administration charge of \$100.00;
 - 6.1.3. If the Candidate withdraws for medical reasons and notice of withdrawal accompanied by a medical certificate from a medical practitioner is received by APSI prior to 5.00 pm on the day prior to commencement of the event APSI will offer to the Candidate a refund or credit of the fee paid by the Candidate less an administration charge of \$25.00; and
 - 6.1.4. If the Candidate fails to notify APSI of the Candidate’s withdrawal from the event prior to 5.00 pm on the day prior to commencement of the event the Candidate will forfeit all fees paid without credit or refund.

7. QUALIFICATIONS

- 7.1. The Candidate acknowledges and agrees that APSI is not a contractor or agent of any resort and does not guarantee that successful completion of the event by the Candidate will result in any employment or engagement of the Candidate by any resort.

8. CANDIDATE’S EXPENSES

- 8.1. The Candidate acknowledges and agrees that APSI has no liability to pay for any of the following items required by the Candidate to participate in the event:
 - 8.1.1. Lift tickets;
 - 8.1.2. Accommodation;
 - 8.1.3. Transport;
 - 8.1.4. Food and beverages; or

APSI TERMS AND CONDITIONS – PAGE 2

8.1.5. Equipment Hire.

8.2 The Candidate acknowledges and agrees to meet the costs of the items listed at clause 8.1 and will raise no objection or claim for compensation against APSI arising from those expenses.

9. RESPONSIBILITY FOR PROPERTY

9.1. The Candidate agrees that APSI is not responsible to the Candidate or anyone else for any loss of or damage to the Candidate's personal property caused by the Candidate's acts or omissions or those of any third party. The Candidate waives any claim against APSI, its employees or agents, for any loss of or damage to the Candidate's personal property. The Candidate agrees to indemnify and hold APSI harmless from any claim against APSI for loss of or damage to personal property under this Agreement.

10. LIABILITY PROTECTION

10.1. The Candidate will indemnify and hold APSI harmless from and against any and all death, injury, loss, liability, claim, demand, cause of action, solicitor's fees and expenses of any kind arising from the Candidate's participation in the event unless such loss arises out of APSI's sole negligence.

RISK WARNING

Snowsport activities are dangerous activities which involve a risk of death or of serious injury, causing permanent disability.

The Australian Alps are alpine areas which are subject to unpredictable fluctuations in weather and temperature which add additional risks to the activities including the risk of death by hypothermia. The risk of a serious head injury, including a head injury causing permanent disability may be significantly reduced by the wearing of an approved helmet during the conduct of snowsport activities. APSI recommends that all Candidates wear an approved helmet at all times during their participation in the event.

11. ACCIDENTS AND THEFT

11.1. The Candidate must promptly and properly report any accident involving the Candidate or any other person or theft of the Candidate's equipment to APSI and to the relevant resort staff. The Candidate should obtain details of witnesses and other persons involved wherever possible. If the Candidate receives any papers relating to such an incident, copies of those papers must be promptly given to APSI. The Candidate must cooperate fully with the investigation of such incidents and defence of any resulting claim. The Candidate authorises APSI to obtain any records or information relating to any incident, irrevocably and unconditionally consents and submits to the jurisdiction of the Courts of New South Wales and waives any right to object to such jurisdiction.

12. INTELLECTUAL PROPERTY

12.1. The Candidate agrees and acknowledges that all intellectual property arising from the Candidate's participation in the event, including visual images and written material is the property of APSI and acknowledges APSI may use any such images or material for any reasonable purpose, including advertising or public relations.

13. WARRANTY AS TO FITNESS

13.1. The Candidate hereby warrants that he or she:

13.1.1. Is medically fit to participate in the event;

13.1.2. Is not aware of any injury, illness or disability which would prevent or restrict the Candidate from participation in the event; and

13.1.3. If applicable, has been released by his or her employer in order to take part in the event.

14. WAIVER OR CHANGE OF TERMS/GOVERNING LAW

14.1. No term of this Agreement may be waived or changed except by writing signed by two expressly authorised representatives of APSI.

14.2. This Agreement shall be governed by the substantive law of the State of New South Wales, and the Candidate hereby irrevocably and unconditionally consents and submits to the nonexclusive jurisdiction of the courts located in that jurisdiction.

14.3. If any provision of this Agreement conflicts with any applicable law or regulation, then that provision shall be deemed to be modified to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only as broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

PARTICIPATION AGREEMENT

Candidate Name: _____

Candidate Date of Birth: _____

Email Address: _____

If you are under 18, your legal guardian must agree on your behalf.

I am the candidate and I have read and agree to the terms and conditions.

I am the legal guardian of the candidate aged under 18 and I have read and agree to the terms and conditions on their behalf.

Signature: _____

Name: _____

Date: _____