

# CONTRACT FOR THREDBO LEISURE CENTRE ACCESS - 2026

## RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING SWIMMING, WATERSLIDE, USE OF INFLATABLE EQUIPMENT, GYM, FITNESS CLASSES, PERSONAL TRAINING, SQUASH, TRAMPOLINE) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.

Issued by Kosciuszko Thredbo Pty Ltd (referred to throughout as 'us', 'we', 'our') as operator of the Thredbo Leisure Centre ('Leisure Centre') at the Thredbo Alpine Resort ('Resort').

## TERMS AND CONDITIONS OF USE

By accessing or using the facilities at the Leisure Centre you acknowledge that you have read and understood, and agree to be bound by, these Terms and Conditions of Use. Any adults who are parents or guardians of children who are unable to accept these Terms and Conditions of Use in their own capacity, do so on their behalf and must ensure they comply with them. Separate and additional terms and conditions may apply to the use of some of our facilities, equipment and services.

These Terms and Conditions of Use refer to various rights that may be exercised in our discretion, and the discretion of our staff. Recreational activities can be dangerous, and as a result we need the right to do so. We will, however, endeavour to ensure those rights are exercised reasonably in accordance with all applicable laws, and having regard to the need to protect staff, customers, property and equipment.

## GENERAL PROVISIONS

1. You must observe the Conditions of Entry set out below and conduct yourself in a safe, responsible and controlled manner at all times.
2. You must read and comply with all signs and follow all directions given by us and our staff, and by any public health official or law enforcement officer.
3. You acknowledge there are risks associated with using the Leisure Centre including its aquatic and fitness facilities that are not always prominent, conspicuous or physically observable and you accept those risks nonetheless.

## LIMITATIONS AND EXCLUSIONS OF LIABILITY

1. This section contains limitations and exclusions on our liability. Those limitations and exclusions are not intended to apply in any circumstances where the law does not permit us to do so, whether under the Competition and Consumer Act 2010 (Cth), the Civil Liability Act 2002 (NSW) or otherwise.
2. You engage in any recreational activity at your own risk.
3. Where we provide "recreational services" as defined in the Competition and Consumer Act 2010 (Cth) (which include sporting activities or similar leisure time pursuits), to the maximum extent permitted by that legislation we exclude all liability to you for personal injury (as defined below) arising out of any failure by us (or our employees or agents) to comply with any consumer guarantees applying under that legislation (including those set out in the Australian Consumer Law). For these purposes, "personal injury" means:
  - a. death;
  - b. any physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury);
  - c. the contraction, aggravation or acceleration of a disease of an individual; and
  - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
    - i. that is or may be harmful or disadvantageous to an individual or community; or
    - ii. that may result in harm or disadvantage to an individual or community.
4. Where liability cannot be excluded, we limit our liability to the maximum extent permitted by law.
5. Without limiting paragraph 2 above, all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising out of contract, at common law or under statute) not set out in these Terms and Conditions of Use are excluded.
6. We are not liable to you (on any basis) for any indirect or consequential loss or damage to you.
7. However nothing limits our liability for representations or other communications (either oral or written) made by us, where by law such liability cannot be excluded.
8. The term "including" in these Terms and Conditions of Use is not a term of limitation.

## YOUR THREDBO LEISURE CENTRE ACCESS

Where the Thredbo Leisure Centre Access is purchased, it shall include the following:

1. Thredbo Leisure Centre Access
  - a. Pool (*Excludes Inflatables*)

- b. Gym (*Excludes fitness classes or personal training*)
- c. Sports Hall and Bouldering wall
- d. Squash (*Excludes racquet and ball rental*)

## CONDITIONS OF ENTRY TO THE LEISURE CENTRE

1. Your entry is:
  - a. Valid only for the period of usage or product specified to or selected by you when purchased.
  - b. Must only be used by you and only on dates for which it has been validly purchased.
2. You must ensure you are medically fit (including physically and mentally) and know of no medical or other reason why you should not exercise. If unsure, you should not use the Leisure Centre's facilities and services until you have sought appropriate medical guidance and been given the go-ahead. You must not use the Leisure Centre's facilities and services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other members and others.
3. All Pool Hall, Sports Hall, Zero Gravity Trampoline Facility, Gym and squash court conditions of entry displayed at the entry point of each area within the Leisure Centre are to be respected at all times.
4. Entry is not transferable. No refunds are provided for change of mind.
5. We reserve the right to cancel, relocate or temporarily close Leisure Centre facilities as reasonably necessary in order to carry out periodical maintenance.
6. Children under the age of 15 require continued supervision by a responsible parent or guardian over the age of 18 to be permitted entry.
7. Access and use of Leisure Centre facilities is subject to availability.
8. Access can be cancelled if a member engages in discourteous or hazardous conduct or breaches these conditions.
9. You must read all signs and follow all reasonable directions given by us, our employees or our agents.
10. Where season or single session access is pre-purchased, proof of purchase must be presented on entry. A casual fee may be charged if a pass is not presented.
11. The Leisure Centre has CCTV security cameras recording 24-hours a day (except in bathrooms and changerooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm.
12. We reserve the right to refuse entry or remove any person who:
  - a. fails to comply with any of the Conditions of Entry to the Leisure Centre;
  - b. acts in a dangerous or discourteous manner; or
  - c. is under the influence of alcohol or drugs.
  - d. we otherwise consider appropriate in our discretion to protect our staff, customers, property and equipment, including in response to unacceptable behaviour by you that includes physical or verbal abuse towards our staff and other customers.

## BEHAVIOUR AND CONDUCT

Thredbo maintains a zero-tolerance policy for unsafe, unacceptable or unlawful behaviour. Your pass may be cancelled at any time if:

- a. we otherwise consider appropriate in our discretion to protect our staff, customers, property and equipment, including in response to unacceptable behaviour by you that includes physical or verbal abuse, threats, harassment or any form of aggression toward staff or other guests;
- b. you have engaged or attempted to engage in any unlawful conduct;

## FORCE MAJEURE

To the extent permitted by law, and subject to Thredbo's Cancellation Policy, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions, for failure to observe or perform any of our obligations under these Terms and Conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These reasons or causes include any act of God, strike, lockout or other industrial disturbance or labour difficulty, act of public enemy, war (whether declared or not), blockade, revolution, riot, insurrection, civil commotion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis or any governmental orders or measures imposed to address such public health crisis, including quarantine or any other social restrictions, lightning, storm, flood, fire, earthquake or any other natural disaster or extreme weather condition, explosion, any action, inaction, demand, order, restraint, restriction, change in law, requirement, prevention, frustration or hindrance by or of any person, government or competent authority, embargoes, unavailability of any essential equipment, chemicals or other materials, unavoidable accident, lack of transportation and any other cause whether specifically referred to above or otherwise which is not within our reasonable control.

## PRIVACY STATEMENT

We collect, store and use the personal information which you provide to us in accordance with our Privacy Policy available at <https://www.thredbo.com.au/privacy-policy/>

**IF YOU BREACH ANY OF THESE TERMS AND CONDITIONS WE MAY REQUIRE YOU TO FORFEIT YOUR SNOWSPORTS LESSON, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED.**