



## CONDITIONS OF HIRE

### I AGREE TO:

1. COMPENSATE PROSKI FOR ITS LOSS (UP TO THE FULL REINSTATEMENT VALUE OF THE EQUIPMENT) IF I DO NOT RETURN THE RENTED EQUIPMENT (WHETHER DUE TO LOSS, THEFT OR ANY OTHER REASON) OR IF THE EQUIPMENT SUFFERS ABNORMAL DAMAGE DURING THE PERIOD OF RENTAL, WHETHER SUCH DAMAGE OCCURRED WHILE IN MY POSSESSION OR NOT:
2. FULLY INDEMNIFY AND KEEP INDEMNIFIED PROSKI AND IT'S EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES OR DAMAGES WHICH ARISE IN ANY WAY IN CONNECTION WITH THE RENTED EQUIPMENT, INCLUDING LOSS, DAMAGE OR INJURY TO ANY OTHER PERSON (OR THEIR DEATH)
3. TO RETURN THE EQUIPMENT IN THE SAME WORKING ORDER AND CONDITION (NORMAL WEAR AND TEAR IS ACCEPTED ONLY) AS IT WAS AT THE TIME OF HIRING AND TO PAY FOR ALL DAMAGE DONE TO THE EQUIPMENT HOWEVER CAUSED WHILST IN THE HIRERS POSSESSION. REPLACEMENT COST IS THE TWO WEEK RATE OF EACH ITEM OR REPAIR COST WHICH IS UP TO THE DISCRETION OF PROSKI.
4. THE HIRER AGREES TO PAY A CHARGE EQUIVALENT TO THE EXTRA DAYS RATE IN RESPECT OF EACH DAY THAT THE EQUIPMENT OR ANY PART THEREOF IS RETURNED AFTER THE DATE ON WHICH THE EQUIPMENT WAS DUE TO BE RETURNED.
5. PROVIDE MY DRIVERS LICENCE OR SOME OTHER FORM OF PHOTO IDENTIFICATION. SUITABLE PROOF OF IDENTITY IS REQUIRED BEFORE GEAR CAN BE TAKEN.

### I (THE HIRER) ACKNOWLEDGE THAT:

1. THE INFORMATION I HAVE PROVIDED TO PROSKI IS TRUE AND CORRECT.
2. THAT THE SKI BOOT TO BINDING SYSTEM HAS BEEN ADJUSTED AND SET ON THE BASIS OF THE INFORMATION I (THE HIRER) HAVE PROVIDED. I FURTHER ACKNOWLEDGE AND UNDERSTANDS THAT THE SKI BOOT TO BINDING SYSTEM WILL NOT RELEASE AT ALL TIMES OR UNDER ALL CIRCUMSTANCES AND WILL NOT GUARANTEE MY SAFETY.
3. THAT SNOWBOARDS AND SNOWBLADES DO NOT HAVE BINDINGS THAT RELEASE AND MAY CAUSE INJURY TO THE USER. I FREELY ASSUME THOSE RISKS.
4. RECREATIONAL ACTIVITIES (INCLUDING SKIING AND SNOWBOARDING) 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.
5. THIS AGREEMENT IS PERSONAL TO ME AND SHALL NOT BE ASSIGNED TO ANY OTHER PERSON AND NO EQUIPMENT RENTED MAY BE LENT, SUB-RENTED, TRANSFERRED OR OTHERWISE DEALT WITH IN ANY MANNER WHATSOEVER.
6. I HAVE INSPECTED THE EQUIPMENT CAREFULLY BEFORE RENTING AND THAT THE EQUIPMENT RENTED:
  - i) HAS BEEN SUPPLIED AND ADJUSTED AS REQUIRED BY ME; AND
  - ii) IS IN GOOD REPAIR AND FREE OF DEFECTS
7. SKI, SNOWBOARD OR APRES BOOTS – WALKING ON SNOW OR ICE IS SLIPPERY AND CARE MUST BE EXERCISED AT ALL TIMES.
8. NO HELMET CAN PROTECT THE USER FROM ALL FORESEEABLE IMPACTS AND ITS USE CANNOT GUARANTEE SAFETY
9. ALL EQUIPMENT RENTED AND USED IS AT MY OWN RISK AND THAT NO CONDITION, WARRANTY OR REPRESENTATION OF SAFETY, SUITABILITY OR FITNESS IS EXPRESSED OR IMPLIED BY PROSKI OR BY ITS EMPLOYEES. THE HIRER ALSO ACKNOWLEDGES THE RISK WARNING SET OUT IN CAPITALS AND BOLD ABOVE AND THAT THE WARNING CONSTITUTES A RISK WARNING PURSUANT TO THE CIVIL LIABILITY ACT 2002 AND I AGREE THAT I ASSUME ALL RISKS IN CONNECTION WITH MY USE OF THE EQUIPMENT AND ACKNOWLEDGE THAT PROSKI IS NOT LIABLE FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY THAT THE SERVICES IT PROVIDES IN RELATION TO THE EQUIPMENT WILL BE PROVIDED WITH REASONABLE CARE AND SKILL; WHERE THAT LIABILITY CANNOT BE EXCLUDED. PROSKI WILL LIMIT ITS LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.
10. WITHOUT LIMITATION TO THE PARAGRAPH ABOVE, SUBJECT TO ANY NON-EXCLUDABLE STATUTORY PROVISIONS, PROSKI IS NOT LIABLE FOR ANY INJURY, LOSS, DELAY, INCONVENIENCE OR DAMAGE OF ANY KIND WHETHER DUE TO ACCIDENT, BREAKDOWN, DEFECT AND WHETHER TO PERSON OR PROPERTY AND WHETHER ARISING FROM DEFAULT, NEGLIGENCE, MISCONDUCT OR OTHERWISE BY PROSKI OR OUR EMPLOYEES AND TO THE FULLEST EXTENT PERMITTED BY LAW ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS TO THE CONTRARY ARE EXCLUDED.
11. WITHOUT LIMITATION TO THE ABOVE PARAGRAPHS, PROSKIS LIABILITY UNDER ANY STATUTORY RIGHT OR ANY CONDITION OR WARRANTY IMPLIED BY THE COMPETITION AND CONSUMER ACT 2010 WHICH CANNOT LAWFULLY BE EXCLUDED IS, TO THE EXTENT PERMITTED BY LAW, LIMITED AT THE OPTION OF PROSKI TO THE RESUPPLY OF THE GOODS OR THE PAYMENT OF THE COST OF THE RESUPPLY OF THE GOODS.
12. NO REFUND OR PART THEREOF WILL BE GIVEN FOR EARLY RETURN OF GOODS.
13. "PROSKI" WHEREEVER USED IN THESE CONDITIONS SHALL MEAN; LENTROK PTY LTD- ABN 96 003 037 205 AND THEIR RESPECTIVE EMPLOYEES.
14. IF LOSS AND DAMAGE WAIVER IS TAKEN THE HIRER ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A COPY OF THE POLICY WORDING. (SEE BELOW)
- 15 IF THE HIRER IS UNDER THE AGE OF 18 YEARS THE SIGNATURE OF HIS/HER PARENT OR GUARDIAN IS ALSO REQUIRED.
16. PLEASE PRESENT THIS FORM WHEN OBTAINING AND RETURNING YOUR EQUIPMENT.
17. WHEN BOOKING AT LEAST HALF THE TOTAL HIRE CHARGE MUST BE PAID.
18. ALL CANCELLATIONS ARE SUBJECT TO A 10% SERVICE FEE. ANY CANCELLATIONS WITHIN TWO WEEKS OF THE BOOKING IS SUBJECT TO A 50% CANCELLATION FEE.
19. THAT HE/SHE HAS READ AND UNDERSTOOD THE ABOVE CONDITIONS AND HEREBY OFFERS TO HIRE THE EQUIPMENT SPECIFIED OVERLEAF FROM PROSKI AND AGREE TO PAY THE CHARGES FOR THIS AND IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING ABOVE.

### LOSS AND DAMAGE WAIVER

**PROSKI OFFERS A LOSS AND DAMAGE WAIVER THAT LIMITS THE HIRERS LIABILITY TO PAYING ONLY THE SECURITY DEPOSIT AMOUNT PER ITEM LOST, STOLEN OR IRREPERABLY DAMAGED. A POLICE REPORT FOR MAJOR ITEMS LOST OR STOLEN IS REQUIRED.**

### SIGNATURES

(PARENT OR GUARDIAN TO SIGN IF UNDER THE AGE OF 18 YEARS)

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

\_\_\_\_\_

(4)  
(7)

(5)

(6)