

Windy Corner Toboggan Slope

Patron Terms & Conditions of Use:

Tobogganing can be a dangerous activity & riding incorrectly can cause serious injury. Your safety is your responsibility. Falls Creek Alpine Resort accepts no liability for injury.

- Failing to follow the instructions of staff; or using your toboggan in any area outside designated toboggan parks will result in refusal of service.
- When the magic carpet is in operation, patrons cannot use the toboggan park area without a valid toboggan session pass
- Only use approved plastic moulded “sit-in” toboggans. Inflatable objects, snow bikes and non-standard toboggans are prohibited.
- Toboggans with pointed ends and over 2.5kg are unacceptable.
- Do not have more than one person in the toboggan at any one time.
- Do not form toboggan trains (linking people of separate toboggans).
- Remain seated with feet first at all times while tobogganing.
- Ensure there are no people in your path and remain in control of the toboggan.
- Once you have finished your run, move to the edge of the slope or magic carpet to return to the top.

Booking Terms & Conditions of Use:

1. Participants need to read and agree to the waiver by signing it at the time of booking a session.
2. Each booking is subject to the terms and conditions of use.
3. The wristband and booked session:
 - a. is not transferable and cannot be resold; and
 - b. is valid on for the date and time in the booking platform.
4. The Supplier may at its discretion withdraw or cancel a wristband and refuse entry to the Toboggan Slope, if it determines, in its reasonable opinion, that a patron has breached any of these conditions or the Patron Terms and Conditions of Use.
5. Amendments to bookings will be considered when at least 1 hours' notice is given to a Falls Creek Alpine Resort (FCAR) staff member.
6. Cancellations: any change request less than 1 hour before the booking, no show or failure to use the toboggan slope at the allocated time is considered a cancellation.
 - a. Cancellations are non-refundable
 - b. The Supplier may consider amendment where sessions can be rebooked without loss of income
7. Except as set out in Condition 10, the Supplier will not be liable to refund a booking payment.
8. The Supplier will refund a booking payment only if the Supplier chooses to stop Magic Carpet operations for safety, maintenance or operational reasons or where the Supplier is required by law to provide refund.
9. Refund request must be made by completing the [FCAR Refund Request Form](#).
10. Refund requests will not be considered if submitted after the day and time of the booking has passed.



11. RISK WARNING – Recreational Activities

This risk warning applies in relation to any activity undertaken at the Resort in connection with the Permit, including but not limited to skiing, snowboarding, using ski lifts, snow tubing, tobogganing and snow play (**Recreational Activities**).

To the extent permitted by the law and in respect of any Recreational Activities, Permit Holders hereby release and discharge each of the Supplier, its personnel, contractors, 4 Site Australia Pty Ltd and any associated entities (the **Released Entities** and each a **Released Entity**) from all liability arising in relation to:

- a. death;
- b. the physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
- c. the contraction, aggravation or acceleration of a disease of an individual;
- d. the coming into existence, 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 that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community;
- e. any failure to comply with the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law.
- f. however it may be caused and even if caused by negligence or lack of due care and skill of the Released Entities, arising from or connected with the Recreational Activities, except to the extent that any significant personal injury suffered by, or death of, a person is caused by the reckless conduct (or any other form of gross negligence) of a Released Entity.

