

LIABILITY WAIVER

ACKNOWLEDGEMENT OF COVID-19 RISKS AND OBLIGATIONS AS AN OCCUPANT OF MYRTLEFORD SKI CLUB LODGE FALLS CREEK

The Myrtleford Ski Club (MSC) has implemented preventative measures to reduce the risk that Members, Guests or managers acquire COVID-19 infection through interaction with other Lodge occupants within the Lodge premises. However, the Club cannot guarantee that you, your guests or anyone else will not become infected with COVID-19. Further, attending the Club could increase your risk of contracting COVID-19.

1. The Club has developed a COVID-19 safe operating plan, cognisant of Australian Federal, State Government and Worksafe Australia guidance. You must familiarise and comply with these conditions of your occupancy of the Lodge and ensure your family members and/or guests do the same. You must also comply with any direction from the Lodge Manager.
2. You must also comply with all Federal and State Government, quarantine, self-isolation, medical self-referral, personal hygiene and social distancing requirements and guidelines. You are advised that the MSC Lodge is not an appropriate venue for quarantine or self-isolation for yourself or any of your guests and you will be obliged to leave the Lodge as soon as either of these obligations is triggered. You further agree that if you or any of your guests or family members display any flu like symptoms, then you must immediately notify the Lodge Manager and seek medical advice within the Resort.
3. You are also responsible for ensuring that all your guests and/or family members comply with all COVID-19 requirements promulgated by Australian Governments as well as those detailed in the Club's safe operating plan.
4. Any breach or non-compliance with any COVID-19 requirements may lead to a direction being issued to you and/or your guests by the Lodge Manager to immediately leave the premises. If such a direction is issued you must comply with it.
5. You and your guests and/or family members are also reminded of Australian Government guidance <https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-alert> concerning the contagious nature of COVID-19 infection that you or your guests may be exposed to by attending the Club, or as a result of your activities outside the Club Lodge during your stay, and that such exposure or infection may result in personal injury, illness, permanent disability or death.
6. You and your guests acknowledge that the MSC is not liable if you contract COVID-19 during your stay at the Lodge. Further you and your guests understand that should a penalty be imposed on MSC pursuant to the Public Health and Wellbeing Act 2008, or any other law, for a breach of COVID-19 requirements that can be attributed to the actions of either you or your guests, you will be required to reimburse MSC the full amount of the penalty.
7. You have agreed as a condition of your occupancy of the Lodge that the measures detailed in the Lodge safe operating plan will afford you, as well as your guests and family members, appropriate protection from a risk of COVID-19 infection and that should you be concerned at any time that this is no longer the case you may vacate the lodge and receive a refund for any unused portion of your booking.
8. I declare that I have read the MSC's COVID-19 Safe Operating Plan for the MSC Lodge and I acknowledge the risks and my, and those of my guests, obligations set out in that plan.

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Signed

Dated

Print Name