2021 Oversnow Permit

Application Oversnow Vehicle Permit

FallsCreek
Resort Management

PERSONAL DETAILS

FIRST NAME: . . . . . LAST NAME: . . . . . .

BUSINESS NAME: . . . . . .

TELEPHONE: (MOBILE/ON MOUNTAIN) . . . . . .

EMAIL ADDRESS: . . . . . .

VEHICLE DETAILS MAKE: . . . . . MODEL: . . . . . .

COLOUR: . . . . . .

STATE OF REGISTRATION: . . . . . REGISTRATION: . . . . . .

INFORMATION REQUIRED

*For each application you are required to provide the current registration with expiry date.

☐ REGISTRATION DETAILS

SELECT PERMIT

☐ $100 - SNOWMOBILE

☐ $40 - ATV

☐ $FOC - EMERGENCY SERVICES

TICK IF YOU HAVE RECEIVED

☐ RECEIVED THE FCRM SNOWMOBILE MANUAL

☐ RECEIVED THE FCRM OVERSNOW POLICY

IMPORTANT CONDITIONS OF PURCHASE

1. Definitions:
   - Act means the Alpine Resorts (Management) Act 1997 (Vic).
   - Application Form means the application form included above these Conditions and submitted by the applicant.
   - Board means the Falls Creek Alpine Resort Management Board established pursuant to section 34 of the Act.
   - Conditions means these Important Conditions of Purchase.
   - FCRM Snowmobile Manual means the manual attached to these conditions in the Schedule.
   - Permit means a permit issued pursuant to r.11 of the Alpine Resorts (Management)
   - Regulations 2020 Policy means the Falls Creek Alpine Resort Management Board Oversnow Policy attached to these conditions in the Schedule,
   - Resort means the Falls Creek Alpine Resort established under the Alpine Resorts Act 1983
   - Season means the declared snow season under r.6 of the Alpine Resorts (Management) Regulations 2020.
   - Vehicle means the vehicle specified in the Application Form.
   - Village means the Falls Creek Alpine Resort Village
2. The Board may, in its absolute discretion, issue a permit to you if you:

   Complete and sign this application form to the reasonable satisfaction of the Board; and pay the nominated fee to the Board.
3. You acknowledge and agree that any permit issued to you:

   Applies to the vehicle and may not be used in respect of any other vehicle;
   - only valid for the snow season specified in the Application Form; and
   - not transferrable to any other person or vehicle.
4. This permit may be cancelled at any time by the Board if:

   Any of the provisions of the Act or any regulations under that Act (including without limitation the Alpine Resorts (Management) Regulations 2020 (Vic) are not met by you or any person driving the Vehicle; or The Board determines in its reasonable opinion that the permit should be cancelled due to non-compliance with the Policy or the FCRM Snowmobile Manual.
5. At the end of the season, the vehicle must be removed from the Village roads & footpaths, including any trailers or attachments.
6. INDEMNITY: I agree to indemnify and hold harmless the Board, its employees, agents, directors, officers and contractors from and against any and all claims, losses, damages, expenses, costs or liabilities (whether in tort or contract, under statute or otherwise) howsoever suffered or incurred by the Board, its employees, agents, directors, officers and contractors in connection with this pass.
7. You agree:
   - To comply with the provisions and requirements of the Road Safety Act 2004 (Vic) and any regulations under that act at all times when driving the Vehicle;
   - To comply with all requirements documented in the Policy and FCRM Snowmobile Manual;
   - That the permit is issued strictly on the basis that it will only be used for business purposes and not for private or recreational purposes (note that permit issued for emergency services purposes are restricted to emergency services official training and emergency operations only);
   - That you may not use the vehicle for purposes of plying for hire or carriage of persons or goods for hire or reward unless the Board agree to you doing so in writing;
   - To ensure that any other person driving the Vehicle is aware of these Conditions (including the Policy and FCRM Snowmobile Manual), has a valid drivers licence at all times he or she operates your vehicle, has been trained and is fully qualified to operate your vehicle, and strictly complies with such conditions. You agree that you will be liable for any failure of such persons to strictly comply with these conditions (including the documents contained in the schedule);
   - To affix the permit to the vehicle at all times while the vehicle is within the Village; and
   - If the Vehicle is a snowmobile or all terrain vehicle (ATV), that the driver and any passenger must wear a properly fitted safety helmet, in compliance with the FCRM Snowmobile Manual, at all times that the vehicle is in operation.
9. The Board need not:

   a) suffer any loss or incur any cost before enforcing its right in respect of the above indemnity; or

   b) mitigate its loss.

   The Board holds the benefit of the above indemnity for itself and on trust for each of its employees, agents, directors, officers and contractors.
10. RELEASE: I agree to release and forever discharge the Board, its employees, agents, directors, officers and contractors from and against any claim, loss, damage, expense, cost or liability (whether in tort or contract, under statute or otherwise) howsoever suffered or incurred by me in connection with this permit.

    The Board holds the benefit of this release for itself and on trust for each of its employees, agents, directors, officers and contractors.
11. PRIVACY: I understand that any personal information collected about me as set out on the Application Form will be subject to the Board's Privacy Policy BP2.3 which can be provided on request.

I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ABIDE BY THE ABOVE CONDITIONS.

FURTHERMORE, I ACKNOWLEDGE THAT FALLS CREEK RESORT MANAGEMENT,

INCLUDING ITS SERVANTS AND AGENTS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE

CAUSED TO ANY VEHICLE, OR ITS CONTENTS EXCEPT WHERE CAUSED BY FCRM'S OR

ITS SERVANTS' OR AGENTS' NEGLIGENCE.

I WILL INFORM FCRM IMMEDIATELY SHOULD ANY CHANGE IN MY CIRCUMSTANCES

OCCUR WHICH AFFECTS MY ELIGIBILITY FOR THIS PERMIT.

OFFICE USE ONLY **PERMIT #:** **BLUE YELLOW RED**

ISSUED BY. . . . . .

ISSUED DATE . . . . . .

APPROVED BY. . . . . .

APPROVED DATE . . . . . .

PLEASE COMPLETE THIS SECTION IF POSTING OR EMAILING APPLICATION (Cheques payable to Falls Creek Resort Management)

Please charge: $ . . . . . to my **VISA / MASTERCARD**

Name on card: . . . . . Signature: . . . . . .

Card No: . . . . . /. . . . . /. . . . . /. . . . . CCV#. . . . . Expiry (mm/yy): . . . . . /. . . . . .

APPLICANT'S SIGNATURE: . . . . . DATE (DD/MM/YY): . . . . . .

Falls Creek Resort Management

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