



Terms & Conditions

Mystic Bike Park – Booking T&C's

RIGHT TO REFUSE ACCESS

Elevation Operations Pty Ltd is the operator of Mystic Park, operating under the trading name, Mystic Bike Park.

Mystic Park operates as a commercial bike park, under an exclusive lease hold arrangement. As the park operator, Elevation Parks reserves the right to deny or revoke access at any time, without reason.

PASS MANAGEMENT

All passes are sold for use by the listed rider only, and may not be on-sold, transferred, or otherwise used by other parties. Passes are sold for individual riders only (excluding shareable Lower Mountain Uplift Passes), and must only be used by the originally booked rider.

Any misuse of passes will render the pass invalid.

BOOKING CHANGES AND CANCELLATIONS

All bookings are non-refundable.

Mystic Park reserves the right to temporarily close the park due to unforeseen circumstances, such as bushfires, bushfire risk, timber harvesting or significant weather events, which may pose a serious threat. The park will not generally close for wet weather, unless extreme wind and/or rain is forecast. In the event of a park closure, all affected parties with prior bookings shall be notified via email and/or text message, with as much advance notice as possible. Customers impacted by the closure shall be eligible for a full refund, a credit voucher, or the option to transfer their booking to an alternative day/s.

Any cancellations, name and/or date changes for bookings must be requested by email to info@elevationmystic.com

Customers are able to make the following changes up to 4pm 4 days prior to a booking commencement, subject to a \$25 administration fee per change;

- a) Modify the start date and/or the name associated with the booking
- b) Cancel the booking in exchange for a one-time credit voucher, valid for 3 years from the date of issue for the full amount of the booking.

Booking amendments are limited to Passes, Lessons, or Hire services of equal or lesser value within the same bike park season. If the rescheduled date carries a higher price value, the price difference shall be charged accordingly.

WALK IN BOOKINGS

Walk-in bookings made on the day will be subject to a fee of \$5, including for single day Access Passes

CREDIT VOUCHERS

Where credit vouchers are issued, hereinafter referred to as "Vouchers", the following terms and conditions govern the redemption and utilisation of said Vouchers:

Redemption Eligibility: Vouchers shall be deemed redeemable for products offered through the online bookings system only.

Once a voucher has been issued the guest's previous booking is considered to be cancelled and the new booking will be subject to all terms and conditions listed in this document.

UPLIFT AND ACCESS PASS TERMS

All customers of the Mystic Park agree to abide by the Park's rider responsibility code at all times. Non-compliance with any of the park rules or regulations will render the users pass invalid. Significant breaches of the code may result in bans from the park.

All customers of Mystic Park agree to the terms and conditions of the waiver, as noted below. This waiver must be signed prior to arrival or upon arrival at the park via the link below. Any refusal to sign the waiver at the time of check-in will result in the cancellation of the booking without refund. The waiver is valid for 12 months and only needs to be renewed annually.

All customers of the Mystic Park uplift service are responsible for securing their own bike to the trailer. Mystic Park takes no responsibility for damage caused to a customer's bike during transportation.

HIRE

All bike hire customers agree to abide by the Park's rider responsibility code at all times. Non-compliance with any of the park rules or regulations will render the hire and the users pass invalid. Significant breaches of the code may result in bans from the park.

All customers of the Mystic Bike Park uplift service and related services are responsible for securing their own bike to the trailer. Mystic Bike Park takes no responsibility for damage caused to a customers bike during transportation.

Bike hire customers are responsible for any damage caused to the bike during hire (excluding obvious equipment fault). Customers will be charged for any damage upon the return of the bike. Customers may reduce their damage liability to \$0.00 by purchasing the optional damage waiver.

All hire bikes are for use with the park boundary and trails only. Use outside of the park may be granted with prior approval from the Mystic Bike Park Guest Services.

MINIMUM EQUIPMENT STANDARDS

The following minimum equipment standards apply for all park users;

- An Australian or equivalent standards approved helmet
- Closed-toe shoes
- Must have two working disc brakes
- Have front suspension as a minimum
- 20" or smaller bikes are exempt from these requirements, though must meet minimum acceptable standards
- *except on specified dirt jump / pump track features.

The following equipment is strongly recommended;

- Full suspension mountain bike
- Full face helmet
- Eye protection
- Gloves
- Chest and back protection
- Elbow protection
- Knee protection

Mystic Park reserve the right to refuse entry to the park in the event that a riders bike or equipment are not considered fit for purpose.

COMPLIANCE WITH TIMBER HARVESTING OPERATIONS

Mystic Park operates in an active pine plantation. Harvesting operations impact trails and uplift routes on occasion, sometimes with limited notice. Riders must comply with all signage and direction during harvesting operations.

RIDER RESPONSIBILITY CODE

All users of the Mystic Park are bound by the park's rider responsibility code. Any park user not complying with the code will have their pass revoked, and may face long term bans from the park.

1. Sign a waiver- all riders MUST have a waiver signed within 12 months of their ride date.
2. Stay in control- you are responsible for avoiding objects, native animals and people.
3. Know your limits- Ride within your ability. When learning new skills or features, start small and work your way up.
4. Protect yourself- Use appropriate bike and protective equipment.
5. Do not ride under the influence of drugs or alcohol- it is your responsibility to ensure you are not riding under the influence of drugs and/or alcohol.
6. Respect and maintain your equipment- ensure your bike is in good, functional condition, and fit for gravity-focused riding.
7. Inspect trails and features- conditions change regularly.
8. Obey signs and warnings- stay on marked trails only. Keep off closed trails. Ride only in the designated direction of the trail.

9. Be visible- do not stop in unsafe areas, and look out for others.
10. Co-operate- notify park management of incidents and/or accidents.
11. Respect our trails and the environment- do not disturb flora or fauna.
12. Do not bring weeds and pathogens into our park- all bikes must be washed prior to entering the park.
13. Do not pollute our environment or risk starting a fire- smoking is strictly prohibited throughout the park. Smoking is only allowed in the designated area at our base building.
14. Obey the directions of park staff at all times.
15. Single rider per bike only - children's seats, trailers, and other similar attached are not permitted.
16. Lack of compliance with any of the above conditions may lead to cancellation of your pass without refund.

AGE RESTRICTIONS

Parents/guardians are responsible for making decisions regarding the capability of their children to ride in Mystic Park, based on their understanding of their child's experience and capability.

Mystic Park has no age restrictions for general trail riding.

Users of the Full Mountain Uplift Service must be a minimum of 6 years of age. Special dispensation may be obtained for younger aged riders with exceptional ability- please contact our Guest Services team for approval prior to booking.

Park users between 16-18 years of age must be accompanied by a parent or guardian, who must remain with on the Mystic Park property during their time riding in the park. While it is strongly recommended, the parent or guardian is not required to ride with the child.

Park users under the age of 16 must be accompanied by a parent or guardian at all times while using the facility, including on the trails.

GENERAL BIKE PARK WAIVER

Agreeing to this the waiver is required in order to access Mystic Park in any recreational pursuit with the consent of the Head Licensee of Mystic Park (being Hancock Victorian Plantations Pty Ltd – HVP) and Sub-Licensee (Alpine Shire Council – Council), as well as Elevation Mystic Operations Pty Ltd (EMO) as the manager and operator of Mystic Park. Using Mystic Park for recreational purposes, without agreeing to this waiver, will be considered trespassing.

Risk Warning, Waiver to Sue, Indemnity and Terms of Use

1. You acknowledge that recreational activities with Mystic Park, including but not limited to, mountain bike riding, paragliding, hang gliding, trail running and hiking, are dangerous with many risks and hazards. As a consequence, personal injury (including serious personal injury) and sometimes death can occur and you assume and accept all such risks and hereby waive the right to sue Council, EMO, HVP and their agents for any personal injury or death suffered by you in any way whatsoever caused by or arising from your use of Mystic Park.

2. Mountain biking is an inherently dangerous activity. In Mystic Park you will be exposed to risks including but not limited to; steep trails, large jumps, drops, avoidable and unavoidable obstacles, trail

verge dangers, and changing trail and weather conditions. Even with all possible risk controls and protective equipment, the risk of severe injury or death remains.

3. Mystic Park includes gravity-focused trails- trails and trail features may be more challenging than those encountered on typical mountain bike trails.

4. Mystic Park features a number of jump/freeride trails, which pose additional risks not commonly found in public trail networks.

5. WARNING: If you participate in these activities your rights to sue Council, EMO, HVP or their agents under the Australian Consumer Law & Fair Trading Act 2012 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form. NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

6. You must comply with the Mystic Code of Conduct and all signs or other directions of Council, EMO, HVP or their agents. They may suspend or cancel your Membership and access to Mystic Park in their absolute discretion for non-compliance with the Code, these Conditions, or for reckless or careless conduct.

7. You must carry your Mystic Membership Pass on your phone which must be accessible at all times during use of Mystic Park. Your pass must be presented to the operator of Mystic Park or its agents upon request.

8. No Mystic Membership can be resold, transferred or altered in any manner. Memberships are valid only for the dates purchased. EMO will not refund or replace any Membership if you suffer any illness or injury, or if the Park is closed for any reason.

9. You agree to indemnify and keep indemnified Council, HVP and EMO against any action or demand, and to compensate Council, HVP or EMO for, any liability, loss or costs arising from or in connection with any action, omission, negligence or default on your part except to the extent that such action or demand is directly caused or contributed to by the default or gross negligence of Council, HVP or EMO.

10. These conditions may be varied from time to time. The variations will be displayed on signs at the Park and posted on Elevation Parks' websites.

11. These conditions are to be governed by and construed first in accordance with the laws of the Commonwealth of Australia and secondly in accordance with the laws of the State of Victoria. If there is any inconsistency, the laws of the Commonwealth prevail. The courts of Victoria have exclusive jurisdiction. If any provision is determined to be void, illegal, invalid or otherwise unenforceable it shall be deemed to be deleted and the remaining provisions shall remain and continue to be valid, binding and enforceable.

USER AGREEMENT

1. Riders are personally responsible for ensuring that they have the physical capacity to complete the activity.

2. Riders MUST NOT utilise any trails or related infrastructure in the park while under the influence of drugs or alcohol.

3. Australian standards approved helmets MUST be worn in the park at all times.

4. Closed toe footwear and upper and lower body clothing MUST be worn at all times.

5. Mystic Park STRONGLY RECOMMEND the use of a full face helmet and additional protective

equipment, which may include but is not limited to; knee and elbow protection, chest and back protection, gloves, eyewear and neck braces.

6. Mystic Park is a private bike park facility, and operates within set operating hours. When using the park outside general operating hours, there are NO medical and safety staff on site. When riding outside of advertised operating hours, riders are responsible for managing any injury or incident within the park.

7. All users of the park are responsible for their own equipment and must ensure that their equipment is in good operating condition.

8. All park users MUST obey all trail closures, at all times.

9. Minimum bike standards apply for trail and park users, all bikes must have two working disc brakes, and have front suspension as a minimum. 20" or smaller bikes are exempt from these requirements, though must meet minimum acceptable standards.

10. Mystic Park reserves the right to revoke passes and/or refuse entry to any park user, for any reason.

11. I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.