



SUMMARY

Elevation Mystic Operations Pty Ltd (EMO) are the exclusive operator responsible for the day-to-day operations, and development of Mystic Park. EMO require any operator undertaking activity including an event, guiding service or within the Mystic Park lease to hold area to hold a current approval as a permitted operator.

The lease agreement also stipulates a number of requirements including risk management and safety considerations that need to be managed.

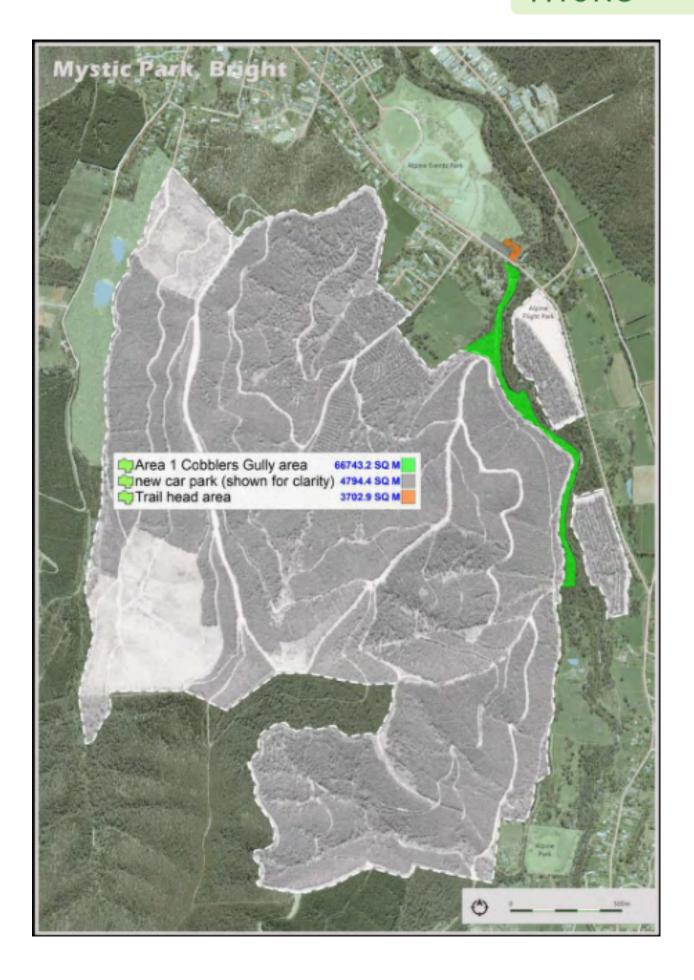
Permitted operators will be required to complete the following;

- Submission of operator agreement form after successful approval of event application
- Submission of evidence of competence/relevant experience
- Submission of evidence of insurance
- Completion of a Mystic Park event operator induction
- Completion of Waiver Compliance with all participants through registration

The Event Provider form will all be completed via the Mystic Elevation website.

Mystic Park boundary and therefore the area that immediately triggers the requirement for an event permit is reflected below.

MYSTIC





PURPOSE

The purpose of this event approval process and agreement is to ensure that all operators in the park have considered risks, safety considerations and ongoing operational impact of an event or other activity within the park. It also ensures the commercial provider has adequately prepared and has the necessary qualifications to operate in the park.

EMO is committed to working with event operators to deliver high-quality, successful events.

The event operator approvals processes is designed to;

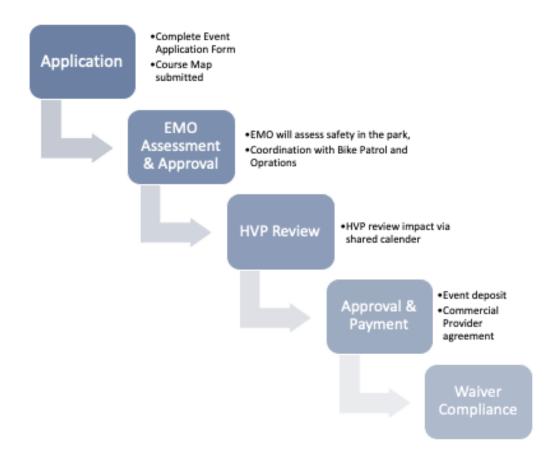
- Ensure the course, marshal locations and other similar safety management measures have been considered
- Ensure all operators meet minimum required standards of event quality and safety
- Ensure operators are appropriately insured
- · Provide event operators with the support and venue information they need to deliver a successful event
- · Support event operators with communication and event promotion
- · Ensure minimum venue disruption for general park users
- Ensure HVP activities has been considered and the landowner is aware of activity that occurs on their land



PROCESS

Any event that utilises land within Mystic Park requires approval from Elevation Mystic Operations Pty Ltd (EMO) approval in alignment with this policy and any other events or considerations occurring in the park. EMO also require approval from HVP as the landowner within the park and ample time to provide information that may also affect their logging operation.

Event providers should also consider if an Alpine Shire Events Permit or independent HVP events Permit may be required if the event spans across different land holdings. Please refer the Mystic Boundary map appended that reflects the boundary line of Mystic Operations by EMO.





Event Course considerations:

The event provider needs to consider the below within their course map. This is critical to meaningful review and assessment by the EMO events team. It is noted that on certain days upwards of 150 -200 people will be shuttling or pedalling within Mystic Park.

This along with paraglider use, vehicle use on the shuttle road, logging or harvest and trail running use are all elements EMO needs to assess with any event course within the park. Given this high volume of activity in the park, trail closures and rolling closures need to be considered and closely managed by the event provider.

The below reflects several items that need to be considered and addressed in the event course plan with submission.

Reducing impact

- High usage trails including Hero, Flowmingo should be avoided during peak periods
- Appropriate trail and course map should be considered for the demographic of rider to the trail difficulty rating of trails chosen
- Shuttle Operations during peak periods are from 9:30am to 4pm, working outside this hour or starting early can support
- The event course needs to avoid use of or crossing the shuttle road. Fire roads can be used but will need to consider impact to logging or other activities that may be occurring in the park

Course map must include and consider:

- Marshall points mapped on the event course
- Last rider/runner timeframe for key marshal points
- Medic points and first aid area
- Trail or road closures required, and rolling timeframes for closures and reopening
 of trails
- Water stations or toilet facilities
- Signage installed throughout the park for wayfinding
- Ensure all event courses are marked clearly and safely, utilising approved course marking methodology. All course marking must be temporary, and must not leave a permanent or semi-permanent impact on the park
- Remove all event marking and signage within 6hr of event completion

No trails are to be modified, or new trails constructed, without written approval from EMO

EMO will also have new trails under construction over the life of the lease. This will need to be considered once the course map is provided to EMO through the event application.



RESERVATION OF RIGHTS

EMO reserve the right to refuse registration, and/or terminate current registration of any operator if it deemed that the operator;

- Does not meet the minimum required standards determined by the operator agreement
- Has acted in a way that has compromised the safety of riders, staff, or the general public
- Does not hold the required level of insurance cover
- Has breached any part of the operator agreement

EMO reserves the right to restrict and/or exclude the access of commercial services to undertake activity in the park at any time.

EMO reserves the right to decline event applications at their sole discretion.

It is also noted that EMO upholds a Wet Weather Policy that may cause closure of trails or closure of the park due to a significant storm event. EMO seeks to provide 24 hours notice to trail users where the forecast may trigger this.

Similarly EMO upholds our Safety Management Plan and Emergency Management Plan that may require closures or evacuation under particular conditions.



OPERATOR RESPONSIBILITIES

In signing this agreement, operators commit to the following;

Course and Venue

- Mark all event courses clearly and safely, utilising approved course marking methodology. All course marking must be temporary, and must not leave a permanent or semi-permanent impact on the park
- Remove all event marking and signage within 6hr of event completion 3
- No trails are to be modified, or new trails constructed, without written approval from EMO

Staffing

- 1. Provision of a single point of contact event liaison / manager
- 2. Provision of appropriate levels of course marshalling
- 3. Provision of appropriate levels of event management staff
- 4. Appropriate briefing and information for staff or volunteers supporting the event
- 5. Provision of appropriate first aid and medical support for the event

Equipment and logistics

- 1. Provision of appropriate levels of toilets and amenities, in key locations
- 2. Provide a separate radio communications resource for all event staff, including a minimum of 5 additional radios for EMO staff

Event Management

- Ensure all customers have a current day pass or annual access membership to Mystic Park
- 2. Ensure all staff operating in the park undertake a Mystic Park Commercial Operator Induction
- 3. Limit commercial activity within the Mystic Park area to the operation of; mountain bike event/s unless otherwise agreed in writing
- 4. Comply with all terms and conditions in the Mystic Park waiver, and rider responsibility code
- Maintain all relevant licenses and/or permits for their commercial operation, which
 may be required by local, state, and national government bodies and related
 agencies
- 6. Maintain a minimum public liability insurance cover of \$20m, specifically noting the activity of 'mountain biking' (and/or related to the specific event purpose), and noting interested parties as 'Elevation Mystic Operations Pty Ltd'.
- 7. Comply with the direction of EMO staff at all time



FEES AND CHARGES

The operator agrees to pay EMO all fees and charges as specified below. All fees and charges are payable prior to commencement of commercial service delivery in Mystic Park.

The below charges relate only to the use of the Mystic Park lease area. Applicants will be required to pay any other applicable statutory costs to local, state, or federal government agencies as required.

The below costs exclude participant access passes. All participants will be required to sign up for a Mountain Pass, or hold an annual Mountain Pass, along with completing the waiver form.

To provide a simpler process for event providers the participant fee and event fee will be wrapped up into one fee payable by the provider. This avoids double handing by the participant for their single day pass. The provide is requirement to ensure compliance and completion of all waiver forms of participants accessing the park.

An spreadsheet will be issued to info@elevationmystic.com a week prior to the event commencement by the event provider to ensure all waivers have been signed.

Below outlines the fee structure.

General Fees

- 1. Event application fee: \$500 (non-refundable and payable on submission of event application)
- 2. Event Disruption fee: below reflects cost of disruption to the park
- 3. Event Participant fee: each participant must have a mountain pass, this daily fee will be added to the event fee
- 4. Event deposit: 20% of total fees will be charged when the event is approved and the commercial provider agreement signed.

Event Specific Fees

Event fees are based on overall participant numbers, and the projected impact the event will have on the trail network and EMO operations.

An overview of the methodology for calculating trail network disruption can be found below;



No Impact- event uses only river trails through the boundary of park and more so reflective of guiding or coaching based on ratio of rider to coach. Usually for community events with Alpine Cycling Club or minor "beginner" entry level events that include guiding through the park and minor participation numbers.

Minimum Impact- event uses less than 5km of trails, and/or operates outside of peak daily times (pre 10am and/or after 6pm)

Moderate Impact- event uses 10-25km of trails and operates mostly, or wholly within peak daily times (10am- 5pm)

Major Impact- the event uses 25+km of trails, and operates mostly, or wholly within peak daily times (10am- 5pm)

Per participant event fees are based on three time periods; Peak, Shoulder, and Off Peak. A complete summary can be found below.

The below fee is the nominal Event Fee. There is also a participant fee that captures day use in the park per participant, which is the equivalent. To simplify the process for Event Providers this fee is captured in the final event fee

Peak Season (October> March)							
Participant	The below operational fee does not include the participant fee for entry to						
fee	the park. Day entry as per the Mountain Pass will be \$15 per participant per						
	day.						
Operational Fee							
Participants	No Disruption	Minimal	Moderate	Maximum			
		Disruption	Disruption	Disruption			
< 100	\$0	1,500.00	3,000.00	9,000.00			
101- 500	NA	2,250.00	4,500.00	13,500.00			
501- 2,000	NA	3,000.00	6,000.00	18,000.00			
2,001+	NA	3,750.00	7,500.00	22,500.00			

Shoulder Season (April - June + September- November)				
Participant fee The below operational fee does not include the participant fee for entry the park. Day entry as per the Mountain Pass will be \$15 per participant per day.				
Operational Fee				



Participants	No Disruption	Minimal Disruption	Moderate Disruption	Maximum Disruption
< 100	\$0	1,125.00	2,250.00	6,750.00
101- 500	NA	1,687.50	3,375.00	10,125.00
501- 2,000	NA	2,250.00	4,500.00	13,500.00
2,000+	NA	2,812.50	5,625.00	16,875.00

Off Peak Season (July- August)							
Participant fee	The below operational fee does not include the participant fee for entry to the park. Day entry as per the Mountain Pass will be \$15 per participant per day.						
Participants	No Disruption	Minimal Disruption	Moderate Disruption	Maximum Disruption			
< 100	\$0	750.00	1,500.00	4,500.00			
101- 500	NA	1,125.00	2,250.00	6,750.00			
501- 2,000	NA	1,500.00	3,000.00	9,000.00			
2,000+	NA	1,875.00	3,750.00	11,250.00			

APPROVAL TIMELINES

Event bookings must meet the required timelines. These timelines have been designed to ensure that a reasonable level of notice can be provided to EMO staff and operations, HVP and also other park users.

Minimal Impact - two months Moderate Impact - four months Maximum Impact - six months



SERVICES

Safety and First Aid

EMO is the provider of safety and first aid response in Mystic Park. EMO in the future will be the exclusive provider of first aid and will be offering first aid services within the park and at the trail head.

This will not be available for event operators in season 24/25. For season 24/25 EMO will provide a briefing to the event provider and first aid provider for events where appropriate. This will include:

- Mystic Park Overview including any key information for bike patrol coordination
- Driver induction (if required) and access pass

Uplift Services

EMO is the exclusive uplift service provider at Mystic Park. EMO reserve the right to provide all uplift services required for commercial events. No external uplift vehicles and/or providers will be permitted without prior written agreement.

EVENT PROVIDER BENEFITS

EMO will provide the following benefits to approved event operator:

In signing the Commercial Provider agreement, EMO commits to the following;

- 1. Provide Event Provider with a complimentary day access permit for event staff and volunteers
- 2. Provide necessary induction to the park and any coordination with operations
- 3. Provide a single point of contact event liaison officer
- 4. Provide uplifts (as required) at applicable standard rates
- 5. Provide advertising and marketing support for the event via Email Database and Social Media



APPROVAL & COMPLIANCE

Upon confirmation of the above process, commercial operator agreement will be issued for signing with an invoice.

The Event Provider is responsible for all participants singing the waiver.

This will also be subject to EMO compliance review which will include the event provider issuing a starting list to info@elevationmystic.com one week prior to event commencement to cross reference background check on waivers completed.

Any participants who have yet to sign their waiver will need to be completed and viewed by the event provider at registration.