

Customer Consent Form – Terms and Conditions of Participation

Welcome

We would like to extend a warm welcome to you and thank you for choosing the Cable Bay Adventure Park for your adventure activity experience.

Terms and conditions

By participating in any adventure activities provided by the Cable Bay Adventure Park (including but not limited to access for walking or running, rides in/on all company vehicles, ATV and UTV vehicles, Quad bikes, E-bike & MTB rental, Paintball, the Skywire™, Mountain biking, and other any organised activities) you agree to the following terms and conditions of participation (including the special conditions applicable to particular activities at the end of this form):

Risks and hazards

- 1 I understand that in any adventure activity, there are inherent and other risks involved. Risks in undertaking this activity could include:
 - Property loss or damage; and
 - Personal injury or death.
- 2 I understand that the staff and management of the Cable Bay Adventure Park will ensure, so far as is reasonably practicable, my health and safety and the health and safety of others by notifying participants of dangers and risks associated with the adventure activity and explaining that there are inherent and unknown dangers and risks associated with the adventure activity I am about to participate in.
- 3 **I agree to follow all instructions** (including health and safety instructions) given by the Cable Bay Adventure Park and use the safety equipment provided at all times. Where applicable, I agree to ensure that any person under the age of 18 years in my care does the same.
- 4 **I agree to obey all signs** including hazard and directional signs around the Cable Bay Adventure Park, failure to follow signage could place you in areas outside of hazard management, on private property outside the park grounds or expose you to significant risks of injury or death.
- 5 **I understand that** activities such as (but not limited to), Mountain Biking have significant risks. That I am responsible for my own actions and making my own decisions as to the suitability of my skills and safety while riding at the Cable Bay Adventure Park, and that most hazards will not be specifically sign posted on trails.
- 6 I understand and agree that the Cable Bay Adventure Park reserves the right to withdraw any person whom, in the Cable Bay Adventure Parks opinion, is likely to put their health and safety or the health and safety of others at risk.
- 7 I understand and agree that the Cable Bay Adventure Park reserves the right to cancel my adventure activity if it becomes concerned for any reason about my health and safety and/or the health and safety of others participants or for any other reason related to the health and safety of staff, contractors or participants.

Disclosure

- 8 I agree to notify the appropriate the Cable Bay Adventure Park staff member(s) **before we depart** on the adventure activity, of any medical condition that I have that may impact upon my health and safety or the health and safety of others participating in the adventure activity. This includes but is not limited to, medical conditions/injuries such as asthma, diabetes, spinal injury, allergies, high blood pressure, and heart condition.

Exclusion and indemnity

- 9 To the extent permitted by law, I agree to indemnify the Cable Bay Adventure Park and its officers and employees and contractors and any subsidiary or related company against any liability, claims, losses, damages or expenses for death, disability, personal injury (including mental injury), property damage, theft, loss of personal equipment, disruption to travel plans and all other risks, claims or actions of any kind (including negligence), caused by any event in relation to or in connection with the Cable Bay Adventure Park, either directly or indirectly.

- 10 I acknowledge that this exclusion and the indemnity are subject to any rights or remedies I may have under the Consumer Guarantees Act 1993 and subject to the Cable Bay Adventure Parks obligations to me pursuant to the Health and Safety at Work Act 2015 and any regulations applying to those operating adventure activities.

Insurance

- 11 I understand that under New Zealand law it is extremely unlikely that I (or my executor) will be able to sue anyone if I sustain injury or death while participating in this adventure activity. Where applicable, I understand that New Zealand's accident compensation scheme provides only limited assistance to visitors to New Zealand who are injured.
- 12 I acknowledge that the Cable Bay Adventure Park has recommended that all participants carry adequate insurance (including medical treatment cover) to cover, amongst other things, any personal injury sustained while participating in the adventure activity.

Use of visual images

- 13 I consent to the Cable Bay Adventure Park using for marketing or business-related purposes any photographs or images (including images of me), including posting on social media, taken while I am participating in the adventure activity. Please tell us if you do not wish us to do this.

By signing this document, I acknowledge and agree that I have read, understood and accept the terms and conditions of participation including the exclusion from liability and indemnity in favour of the Cable Bay Adventure Park Limited (to the extent that such exclusion(s) and/or indemnities are permitted by law).

SPECIAL CONDITIONS APPLICABLE TO PARTICULAR ACTIVITIES

4X4 ATV and UTV TOURS (Quad bikes and Side x Sides)

Accident damage to ATV's or UTV's caused by reckless, dangerous or careless use by any rider will be at that rider's expense.

This will particularly apply when any accident, in the reasonable opinion of the Cable Bay Adventure Park, is as a result of disregarding or ignoring safety instructions given by leaders. Advice given is for the express purpose of ensuring the safety and enjoyment of all riders

- Helmets are required to be worn for your own safety.
- All riders / drivers must be 16 years of age or over.
- Passengers travel at own risk.
- Riders / drivers must not be under the influence of drugs or alcohol
- Riders / drivers must show competency on the practice course – those deemed unsafe to safely navigate the tour will not be able to self-drive.

SKYWIRE™

This activity is restricted to persons over 1.2 metres in height. Riders under 14 years of age must be accompanied by a parent or guardian that is over 18 years of age

This activity is not recommended for people with heart conditions, head injuries, high blood pressure, epilepsy or pregnancy. Riders must wear appropriate eyewear, have no loose clothing items and have long hair tied back

PAINTBALL

To participate in **PAINTBALL** you ...

- **Must be over 10 years of age.**
- May be between 16 and 18 years of age if you possess your own firearms licence without a parent or guardian; or
- May be under 18 years of age without a firearms licence – but you must be under the immediate control of a supervisor

Because **PAINTBALL** involves aiming and firing projectiles at opponents, there is a risk of injury involved. To minimise the incidence of this risk, you are required to partake in the safety briefing before each game.

In addition...

- Protective gear must be worn
- You must know the field rules and follow them
- The referee's instructions are to be followed at all times
- Participants play at their own risk

ALL PAINTBALLS USED ON OUR FIELDS MUST BE PURCHASED DIRECTLY FROM THE CABLE BAY ADVENTURE PARK - ALL OTHER PAINTBALLS WILL BE CONFISCATED IF FOUND

