

Paradise Ziplines Participation Assumption of Risk Form

WARNING: Under New Zealand law it is extremely unlikely that you will be able to sue anyone if you are injured. <u>New Zealand's Accident Compensation Act 2001</u> provides limited assistance for injury. Visitors to New Zealand are strongly recommended to have full insurance covering injury, illness and cancellation.

Risks:

I accept that by participating in the adventure activities provided by Canyon Adventures Ltd, trading as Paradise Ziplines (PZ) I will be exposed to risks and potential hazards inherent to this type of activity and that there is a risk of serious injury or death when undertaking these activities.

While the staff and management of PZ will take all practicable steps to identify and minimise potential dangers, I acknowledge that I must follow the instructions of the guide and use the safety equipment when instructed at all times and acknowledge that I am solely responsible for my own safety while undertaking the activities. I also acknowledge that I will not be directly supervised at times.

I acknowledge that I will be exposed to the elements, potentially including, but not limited to: sunshine, rain, wind, cold, heat, and insects. We operate in a gorge with natural hazards including potential treefall, rockfall, slippery surfaces and fast moving water. This trip can be physically demanding for some and in places operates at height.

Health and Impairment:

PZ reserves the right to withdraw any person who in their opinion is likely to endanger themselves or others. This exclusion includes the overuse of alcohol and/or recreational drugs. I also recognise that PZ reserves the right to cancel, modify, or curtail any activity, if my safety or that of any other person becomes a concern.

I certify that I am physically fit and able to participate in PZ activities and I have not been advised otherwise by a qualified medical person. I have disclosed to my PZ guide (or will so disclose before undertaking the activities) any medical condition, previous injury or medication that I am taking. I am not under the influence of alcohol or drugs and am capable of walking uphill for 15 minutes.

I consent to receive any medical treatment that may be deemed necessary in the event of injury, accident or illness while undertaking PZ's activities.

Age/Height restrictions:

I am over 10 years old and weigh between 30kg and 125 kg. I am not pregnant.

Photographs/Images:

I consent to PZ to taking, retaining and using photographic images, audio or video recordings of me undertaking these activities and publishing or selling the images for the purpose of marketing, promotion, advertising or training and that these images may be altered. I waive any right to inspect the final form of the images and understand that I will not receive any payment or compensation for the images. PZ agrees to handle the Images in accordance with the Privacy Act 1993 and the terms of this waiver.

Legal:

By participating in the activities provided by PZ I agree to assume the risks personally and, in the unlikely event of an accident, to the maximum extent permitted by law, I release PZ and its employees, officers and agents from any liability, claims, losses, damages or expenses (including, without limitation, personal injury or death, loss of belongings and property damage) and any other losses which arise from my participation in PZ's activities (other than a claim under the Consumer Guarantees Act 1993).

I agree that this waiver is contractually binding on myself, my successors, my executors, administrators, heirs, next of kin and assigns and that should I or any of my successors, executors, administrators, heirs, next of kin or assigns assert a claim in contravention of this waiver the asserting party shall be liable for all the expenses (including legal fees on a solicitor client basis) incurred by the other party or parties in defending the claim.

I also agree for PZ to be able to use my email address (if supplied) to send an initial followup communication to on the day of my trip. Should I wish to remove myself from their mailing list I can unsubscribe from the initial email.

In the event of any claim or dispute arising from my participation in an activity with Paradise Ziplines I agree that only the Law of New Zealand will apply.

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Names of Participants	Signatures of Participants

Emergency contact – in the case of an emergency please provide a contact name and number

Emergency Contact name	Emergency Contact Number	Country & Town of contact		

Participants under 18 years old must have a parent or guardian sign this form on their behalf to acknowledge that they have fully explained the conditions and that the participant must follow all instructions of their guide at all times

Parent/Guardian Name	Parent/Guardian Signature	Age of Participant		