

Kahu Kayaks Limited

SAFETY TERMS AND CUSTOMER DECLARATION

In any adventure activity, there is an element of risk involved. Risks in undertaking this activity include property damage, personal injury, illness as a result of adverse weather conditions, and risk of drowning

The staff and management of Kahu Kayaks limited take all practicable steps to identify and minimise potential dangers. However, you must follow our instructions [and use the safety equipment provided] at all times. Adults accompanying any person under the age of 18 must ensure that the underage person follows our instructions at all times. -You must release or identify Kahu Kayaks and our staff against any liability we incur to anyone else, resulting from your failure to follow our instructions or the failure of any person accompanying you under the age of 18 to follow our instructions.

We reserve the right to withdraw any person who in our opinion is likely to endanger themselves or others. We also reserve the right to cancel the [insert description of your activity. e.g. "Trip"] if we become concerned for any reason for your safety or that of any other person.

WARNING: Under New Zealand law it is extremely unlikely that you will be able to sue anyone if you are injured. In addition, New Zealand's accident compensation scheme provides only limited assistance to visitors to New Zealand who are injured. We strongly recommend that all visitors to New Zealand have full insurance covering any injury they might suffer, including medical treatment cover, before undertaking this activity.

EXCLUSIONS: To the extent permitted by law, all our liability for damage to your property, disruption to travel plans, or mental injury is excluded. This exclusion is subject to any rights or remedies you may have under the Consumer Guarantees Act 1993.