



# ROTORUA RAFTING RISK DISCLOSURE

## Current

By accepting this Risk Disclosure, you at this moment acknowledge that in participating on a trip run by Rotorua Rafting, there are inherent dangers and risks and that while Rotorua Rafting will use a high degree of skill in ensuring the safety and welfare of participants, it will not be responsible for loss, injury or damage sustained by a participant or their dependents in circumstances where the exercise of reasonable care could not have avoided such an event. While the staff and management of Rotorua Rafting will take all practicable steps to identify and minimise potential dangers, I acknowledge that I must follow the guide's instructions and use the safety equipment when instructed. If I am responsible for a person under 18, I must ensure that the underage person follows the Guides' instructions at all times. I release and indemnify Rotorua Rafting and its staff from any responsibility or consequences resulting from my failure to follow Rotorua Rafting instructions or the failure of any underage person accompanying me to follow the Guides' instructions.

Rotorua Rafting 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 Rotorua Rafting reserves the right to cancel, modify, or curtail any trip if my safety or that of any other person becomes a concern.

I am aware that Rafting is an Adventure Activity with a degree of risk inherent to the grade of the river being rafted, and participation in a "Rotorua Rafting Tour" may have extreme dangers and risks, some of which include:

1. River Hazards - Rivers are dynamic environments with hidden risks in their natural state and have many obstacles and severe hazards that may not have been identified before, examined and identified
2. Raft Flipping - which may frequently occur in certain rivers
3. Weather - weather conditions may be extreme and change rapidly without warning.
4. Vehicle - additional risks are posed by road travel.
5. Conduct of the Guide - the behaviour of the Guide and the Guiding Staff and the conduct of other rafters.

I willingly accept all the risks of rafting, including the risks described above and the possibility of personal injury, death, property damage or loss resulting from any reason. I acknowledge that the enjoyment and excitement of rafting are derived partly from rafting on grade 5 rivers. The inherent risks of rafting contribute to such joy and excitement.

I accept that Rotorua Rafting is not responsible for any loss or damage to my property, disruption to travel plans, or mental injury. This exclusion is subject to any rights or remedies a customer has under Health and Safety at Work (Adventure Activities) Regulations 2017 or any other New Zealand law.

By accepting this Risk Disclosure, I confirm that I am of the Age of Majority and that I have read and understood this Agreement and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors. If under 18 years, the parent or legal guardian must accept this Risk Disclosure.

I certify that the information I have provided on my enrolment form regarding Medical Condition/s or other information is correct.

I understand that Rotorua Rafting may take photographic images, and audio or video recordings of me undertaking the activity, and they may be used for social media, marketing or promotional use.

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

DATE OF TRAVEL: \_\_\_\_\_ MEDICAL CONDITIONS (PREVIOUS DISLOCATIONS, ASTHMA, DIABETES, HEART CONDITION ETC):

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE (GUARDIAN IF UNDER 18): \_\_\_\_\_ DATE: \_\_\_\_\_