

FAMILY ADVENTURES: Risk Disclosure

Please ensure that you have read and understood each of the following points:

The Participant accepts that a Family Adventures trip carries with it some degree of risk: both to the person, property and emotional trauma of friends and family. Knowing of the risk, the Participant still wishes to register and participate and so expressly agrees to assume the risk of personal injury, damage or trauma to loved ones while participating in a Family Adventures trip. The risks and hazards include, but are not limited to – Driving on a back country road.

- * Rock falls and/or landslides.
- * Drowning.
- * Jet boat collision.
- * Natural disaster

I am aware that participating in a Family Adventures trip can be hazardous if they are not conducted with care, control and responsibility. I acknowledge that these risks could result in my injury (physical or mental) or even death.

I have informed the staff of Family Adventures (or will, prior to undertaking the activity) of any medical conditions, previous injuries, and any medication I am currently taking which may affect my ability to undertake the activity. I confirm I am physically fit and able to participate in the activities and I have not been advised otherwise by a qualified medical person. I consent to receive any medical treatment that may be deemed necessary by Family Adventures in the event of injury, accident or illness while undertaking the activities. I understand it is my responsibility to disclose any conditions (health or otherwise) that may affect the safety and enjoyment of myself and those around me.

The Participant releases, waives and holds harmless Family Adventures Ltd (herein known as FA), its officers and/or its employees from all claims, losses, damages or expenses during or in conjunction with participation in river rafting, (including any claims for damage caused by negligence of FA, its officers and/or its employees) together with all costs (including legal fees that may be incurred as a result of any claims, losses, damages or expenses). This exclusion is subject to any rights or remedies you may have under the Consumer Guarantees Act 1993

The Participant also indemnifies FA, its officers and/or its employees against all claims, losses, damages or expenses or claims that any of the Participant's agents or guests or any one or more of his or her executors, administrators, heirs, next of kin, successors, or assignees may have or assert and against all costs (including legal fees that may be incurred as a result of any such claims, losses damages or expenses).

In the event that the Participant is not a resident of New Zealand, the Participant declares that he or she will not attempt to avoid the conditions set out above by commencing any legal proceedings in any other country.

The Participant agrees to follow all lawfully given instructions.

No Participant is to be permitted to board a raft by the guide if that Participant is believed to be in a state of impairment that may be a hazard to himself/herself or to other Participants on the raft (either perceived or actual).

FA reserves the right to cancel any trip, or anyone from the trip, on the basis of compromised safety.

Each Participant will be equipped with appropriate equipment which must be always worn and kept properly adjusted during the course of the trip.

I agree that any films, sound, video or other recordings taken of or during the activity will not be used in any promotion or advertising without the prior consent of the Operator, however the Operator may use such recordings itself at its complete discretion without any prior approval.

The Participant has read and understood the foregoing terms and conditions and agrees to be bound thereby.