

Risk Disclosure Kaikoura Kayaks

UNDERSTANDING THE RISKS

I accept that this activity inherently involves risks and potential hazards.

I am aware that participating in the activities offered by Kaikoura Kayaks Partnership can be hazardous if they are not conducted with care, control, and responsibility.

The risks and hazards include, but are not limited to ***property damage, personal injury, illness because of adverse weather conditions, risk of drowning or death, sunburn, dehydration, hyperthermia & exhaustion, rolling or capsizing or flipping kayaks and Sups, hitting obstacles***, (such as rocks or other watercraft) ***or being hit by other watercraft and equipment failure***.

I acknowledge that these risks could result in my injury (physical or mental) or even death.

The staff and management of Kaikoura Kayaks take all practicable steps to identify and minimize potential dangers. However, you must always follow our instructions and use the safety equipment provided. Adults accompanying **any person under the age of 18 must ensure that the underage person always follows our instructions**. You must release or indemnify Kaikoura 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**.

Medication/health conditions

- I will inform the staff of Kaikoura Kayaks Partnership (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 that 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 Kaikoura Kayaks Partnership 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.

Conditions of participating in activity

- I agree to participate with care, and obey the rules set out by Kaikoura Kayaks Partnership and instructions given by the guide (or a representative of Kaikoura Kayaks Partnership), always.
- I accept that if I do not adhere to the instructions and rules, or if I act dangerously, recklessly or in a way that might endanger myself or others, Kaikoura Kayaks Partnership may remove me from the activity. If this occurs, I acknowledge I will not receive a refund.
- I accept that Kaikoura Kayaks Partnership reserves the right to cancel this activity if it becomes concerned for my safety, or the safety of another person.
- I agree to wear appropriate clothing and use/wear all safety clothing and equipment (as always required by the guide) when participating.

Risk Disclosure Kaikoura Kayaks

Limited liability of Kaikoura Kayaks Partnership

- I understand that if I act recklessly or intentionally, and don't follow the rules or instructions set out by Kaikoura Kayaks Partnership and the guide, which I have been made aware of, Kaikoura Kayaks Partnership will not be held responsible for any injury, damage, or loss I cause to myself/my property, or another person/their property, resulting from my action (or lack of action).

Liability of landowner

- I agree that the owner(s) of the land on which the activity is conducted will not be held responsible for any death, injury, misadventure, damage to or loss of property caused in whole or part by these activities.

Drugs/Alcohol

- I confirm that I will be not under the influence of intoxicating alcohol or drugs (be they legal or illegal) which may in any way impair my ability to undertake the activity.

Marketing

- I give Kaikoura Kayaks Partnership permission to send me emails and/or post relating to Kaikoura Kayaks Partnership events and promotions, as well as the right to use all photos and videos of me taken during the activity for promotional and social media purposes.

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.

I agree that by participating in this activity.

1. I accept there are inherent risks and hazards associated with participating in the activity and I understand what these risks are (including serious harm and death).
2. I am physically and mentally fit to participate and there is nothing I am aware of including being under the influence of drugs and alcohol that will affect my ability to safely paddle a kayak or impact the safety of other kayakers.
3. I wish to proceed with the activity at my own risk.