

ZIPTREK ECOTOURS - PARTICIPANT CONSENT FORM

I have read and agree to be bound by the following conditions of participation in ZJV (NZ) Limited ("Ziptrek") adventure activities:

Disclosure of risk

I am aware that although Ziptrek will take all reasonable and practicable steps to minimise the hazards and risks involved in the adventure activity, there will still be an element of risk involved because of the nature of the activity. The primary risks being (but not limited to) those associated with taken part in an activity at height within a forest environment including fall from height, collision with object, equipment failure, changing weather conditions, natural hazards (such as fire, and earthquake), slips/trips and falls.

Instructions & Equipment

I agree to comply at all times with all instructions given to me by any employees or agents of Ziptrek while undertaking a Ziptrek adventure activity to minimise the risk of harm to myself and others.

I acknowledge my duties under the Health and Safety at Work Act 2015 and agree to comply with Ziptrek's health and safety policies and procedures. I understand that Ziptrek reserves the right to end my trip at any time for health and safety reasons, and in such circumstances I will not be entitled to a refund of the purchase price for the activity.

I understand I will be required to wear safety equipment as directed and agree to at all times wear the safety equipment throughout the adventure activities as directed.

I understand that if I have any safety concerns I should address them with the guides during the tour or post tour contact Ziptrek Ecotours via e-mail, phone or in person

Health & Injury

I am aware that the physical exertion required and the force exerted on the body during the adventure activities can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I understand that I should seek medical advice if I know or suspect that my physical condition may be incompatible with adventure activities, before undertaking the activities.

I certify that I am physically fit and able to participate in Ziptrek adventure activities. Prior to signing this form, or prior to undertaking the Ziptrek adventure activity I have/will advise the activity operator of any pre-existing or existing medical conditions or recent injuries, but have made my own decision to participate in the adventure activity notwithstanding any potential risk to me because of my pre-existing/existing medical condition(s) or recent injuries.

Release of Liability

In consideration of Ziptrek allowing me to participate in its adventure activities, to the extent permitted by law, I release, waive, discharge and I fully indemnify Ziptrek, Ziptrek guides, and all persons and entities connected to Ziptrek from any loss or liability it may have in respect of any claim (other than a claim under the Consumer Guarantees Act 1993), however caused or arising, directly or indirectly, which relates to:

- any injury suffered by me, including any personal or mental injury I may suffer which is not covered by the provisions of the Accident Compensation Act 2001; and/or
- any damage or loss of my personal property; and/or

any other injury, loss, or expense suffered by me as a result of my participation in the adventure activities run by Ziptrek.

Photographs and Images

I consent to having photographs and/or videos of me taken while participating in the adventure activities and for these images to be published or otherwise used by Ziptrek for promotional, advertising, or marketing purposes.

Governing Laws

I agree that only the Law of New Zealand will apply to any dispute or claim arising out of my participation in a Ziptrek adventure activity.