

INFORMED CONSENT AND RISK DISCLOSURE

This form relates to you and/or your child (under 16) and/or your group.
If in a group; you may – and must – all legibly name and sign at the bottom collectively.

Application

This document applies during work to everyone (people), everywhere (places) and everyway (practices). In this document, 'we', 'us' and 'our' refer to Social Nature Movement Limited (hereafter and trading as Social Nature Movement / SNM) and as many staff so far as is reasonably able. 'You', 'your' and 'yours' refer to the service participant or the parent/custodian/guardian of them.

The types of services and practices involve Non-locomotion (bodily movements), Locomotion (moving ones position) and Manipulation (of objects). The terrains in which we operate are land, water and snow.

A signed consent does not release nor waive SNM or its staff from their legal responsibilities for preventing harm.

1) Consent to practices

You consent for you or someone else (e.g. your child) participating in SNM services and practices. If making a single entry group booking online or on behalf of a group; you understand, agree and will take all practicable steps to ensure you and your group members have read or heard and understand and accept our informed consent.

2) Privacy Statement:

Under the Privacy Act 1993, the private information collected on this confidential form is for our business and services in keeping records held by SNM. Private information will only be released or made available to another person if they are a professional working with SNM for the best interests of the participant. You have the right to access and correct any of your information.

3) Incident and Emergency

Incident and emergency plans will be communicated and made available to you. In an incident or emergency, SNM may act on your behalf.

4) Medical / health conditions

You consent to SNM staff – who are skilled and knowledgeable in first aid – to give first aid and medication. You will ensure medication is clearly labelled, has instructions, is securely fastened and handed to staff.

You agree to receive emergency medical procedures as considered by medical authorities present.

Any medical costs not covered by the Accident Compensation Corporation (ACC) will be paid by you.

You allow us to disclose medical information to our consultant doctor.

You will take precautions in seeking medical advice for the places, people and practices involved.

- I have informed SNM 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 SNM 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.

5) Photos, videos and social media

You give consent to SNM in recording and documenting your participation.

You understand that your name and image may appear in multimedia used for SNM digital platforms, social media, promotional, marketing, advertising and publicity purposes.

Changing one's mind and withdrawing can occur anytime.

- I give SNM permission the right to use all photos and videos of me taken during the activity for promotional and social media purposes.

6) Transport

You give consent to be transported by driving-licensed and passenger-endorsed staff while SNM holds a Transport Service License (TSL).

7) Personal effects

You give consent to using personal effects while on service with and at SNM. You understand that we will not accept responsibility for loss or damage to personal property (or damage to other's property caused by you) and that it is your responsibility to check your own insurance policy.

Limited liability of SNM:

- I understand that if I act recklessly, and don't follow rules or instructions set out by SNM, SNM 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.

Damage to property or equipment:

- If I damage any of the clothing or equipment, or other property owned by SNM or a landowner, I agree to pay to SNM (or the landowner) all costs associated with repairing the damage.

Drugs/Alcohol:

- I will not be 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.

8) Risk and Hazards

You recognise that participation in such activities is voluntary and not compulsory.

You know that risks – and some hazards – cannot be completely eliminated.

You trust SNM in identifying and foreseeing risks or hazards and applying correct management.

You accept geological events like landslides and cave-ins are unpredictable and thus unmanageable.

You understand you will be fully informed of specific risks and hazards and the necessary behaviours to ensure safety before and during service.

You will be instructed on practices if staff are incapacitated.

Participation is voluntary and comes with choice-in-challenge to opt out (sit aside) or fully participate in the full range of services and/or practices.

You have the right and informed opportunity to refuse participation or withdraw anytime and we will help you transition out of service and back to your desires.

You acknowledge and agree that the nature of the natural world and people has many unique challenges and demanding peculiarities with a commensurately higher level of risks and hazards.

You understand the typical variables in risks and hazards associated with the natural world and people are cold, wet, windy, skills, knowledge and experiences.

You are participating after giving consideration of relevant information including – without limit to – any relevant information or advice given by the governments and that it is your responsibility to seek advice.

If you act outside instructions, then you do so at your own risk. You will be encouraged to conform but may be instructed to leave the practice or service.

Understanding the risks:

- I am aware that participating in activities offered by SNM can be hazardous if they are not conducted with care, control and responsibility. I acknowledge that serious hazards and risks could result in my serious injury (physical or mental) or even death.

9) Behaviour and well-being

Boundaries, safety guidelines and safety expectations are made clear before any service takes place. Participants, parents and/or caregivers will be notified immediately if participants arrive unprepared and arrangements will be made to return with the necessary items.

If your behaviour compromises your health and safety or that of others, we will remove you from service. NO SMOKING anytime and anywhere on Auckland Council or Department of Conservation land.

- I agree to participate with care, and obey the rules set out by SNM and instructions given by the guide (or a representative of SNM), at all times.
- 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, SNM may remove me from the activity. If this occurs, I acknowledge I will not receive a refund.
- I accept that SNM 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 required by the guide) at all times when participating.

10) Isolation / primitive

Services can take place in remote areas where there is little or no access to 'normal' facilities or resources. Standards of accommodation, food, drinks, transport, health care, hygiene, safety and service provisions will differ to your 'usual' home and habits which requires flexibility, adaptation and tolerance.

11) Duty-of-care

Duty-of-care for the participant begins and finishes once they have officially been noted in and out. Participants may leave services unaccompanied if agreed on, otherwise SNM will try keep them after which to no success we will begin the missing or unclaimed person process.

We do not have a duty of care in protecting people from *all* possible risks and hazards. Unstructured and liberal play introduces the possibility of risky behaviours and possible harm, but does not mean letting people freely play is, in itself, careless. However, suitable supervision is always enforced.

12) Vulnerable Children Act 2014

SNM follows necessary procedures as outlined in page six of the Vulnerable Children Act 2014 ensuring all staff are suitable and that no child will be in a vulnerable position.

During public proximity or interactions in public spaces, SNM will not accept responsibility of public persons transiting from our operational places, though we will manage this so far as is reasonably able.

13) Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention and are to the best of our belief, correct at the date of publishing. Reasonable changes may be made where necessary.

SNM services are available provided sufficient and capable staff are available, weather is within operational thresholds, clients have been satisfactorily vetted, clothing and equipment is available and that nothing else would otherwise compromise the service. If SNM is consequently unavailable, we will either offer a refund, credit note, different date/times or alternative solution.

14) Religion and culture

Health and safety is a higher priority over ones religious or cultural needs and routines. E.g. if a turban is customary, we may have it removed for a protective helmet to be worn and work properly.

15) Invitation to ask questions, request information or raise concerns

You acknowledge that to gain a better understanding of anything, you are supported and able to ask any questions at any point.

If you have a complaint, advise staff. If your complaint is not satisfactorily resolved, contact us further. We may keep literal and/or audible records of all complaints, actions taken and any improvements made to service delivery in response to complaints.

16) Change and Cancellation Policy

Date change of jobs before job start:

- more than 1 months notice; 10% charge of contract
- 1-4 weeks notice; 20% charge of contract
- less than 1 weeks notice; 30% charge of contract
- less than 24hours notice; 40% charge of contract

Service cancellation of jobs before job start:

- more than 1 months' notice; 25% charge of contract
- between 7-30 days' notice; 50% charge of contract
- less than 7 days' notice; 75% charge of contract
- less than 24 hours' notice; 100% charge of contract

*in the event of a forced *cancellation* outside of both parties powers' *before* commencing service, a 10% cancellation fee (90% refund) of total contract note applies for administration compensation*

17) Final

Failure to comply with duty of disclosure in these conditions will not have us liable – except to the minimum extent required by law – for personal injury, loss or damages incurred by you. No claimed variation of these conditions will be effective unless in writing and approved by SNM. You will notify us immediately of any changes. You are satisfied in receiving information on which to base a decision. You understand the information in this form which you are bound by and accept fully.

Ultimately, you give consent to taking part in our services.

SOCIAL NATURE MOVEMENT

I agree that by signing this *'informed consent and risk disclosure form'*:

- 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);
- I am physically and mentally fit to participate and there is nothing I am aware of that will affect my ability to safely participate, or impact the safety of others.
- I wish to proceed with the activity at my own risk.

NOTE Dishonesty or omitting information gives SNM the reserved right to refuse service for you with no refund.

18) Declaration

| | |
|-----------------------|--|
| MAIN CONTACT | |
| First and last name | |
| Address | |
| (Cell)phone number(s) | |
| Email address | |
| Date | |
| Signature | |

Consent under 16 years

| | |
|--------------|--|
| Signed by | |
| Signature | |
| On behalf of | |

Groups

| | |
|---------------------|--|
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |
| First and last name | |
| Signature | |