

### PARTICIPANT RISK DISCLOSURE

## UNDERSTANDING THE RISKS

I accept that this activity inherently involves risks and potential hazards. The risks and hazards include, but are not limited to:

**WHITEWATER RAFTING:** Boats Flipping, Evironment, Weather conditions, water levels, Gear failure, Communication Failure, Transportation, Guide inability, Client ability.

**WHITEWATER SLEDGING:** Environment, Weather conditions, water levels, Gear failure, Communication Failure, Transportation, Guide inability, Client ability.

**MT TARWERA VOLCANIC EXPERIENCE:** Tansportation, Volcanic Environment, Land erosion, Slips, Rockfall, Unstable Under-foot Conditions, Weather Conditions, Wind Gusts, Communication Failure, Gear Failure, Guide inability, Client inability.

Rotorua Raft & Sledge Limited t/a Kaitiaki Adventures 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.

## Medication/health conditions

- I have informed the staff of Rotorua Raft & Sledge Limited (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 Rotorua Raft & Sledge Limited 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 ride with care, and obey the rules set out by Rotorua Raft & Sledge Limited and instructions given by the guide (or a representative of Rotorua Raft & Sledge Limited), 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, Rotorua Raft & Sledge Limited may remove me from the activity. If this occurs, I acknowledge I will not receive a refund.
- I accept that Rotorua Raft & Sledge Limited 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.



# Limited liability of Rotorua Raft & Sledge Limited

• I understand that if I act recklessly or intentionally, and don't follow the rules or instructions set out by Rotorua Raft & Sledge Limited and the guide, which I have been made aware of, Rotorua Raft & Sledge Limited 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

• In the event that I damage any of the clothing or equipment, or other property owned by Rotorua Raft & Sledge Limited or a landowner, I agree to pay to Rotorua Raft & Sledge Limited (or the landowner) all costs associated with repairing the damage.

#### Drugs/Alcohol

• I confirm I am 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 Rotorua Raft & Sledge Limited permission to send me emails and/or post relating to Rotorua Raft & Sledge Limited 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.

## PARTICIPANT SIGN-OFF

I agree that by signing this 'Understanding the Risks form':

- 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 that will affect my ability to safely drive the vehicle, or impact the safety of other riders.
- 3. I wish to proceed with the activity at my own risk.