

TAIAO ADVENTURES
Terms & Conditions

TAIAO ADVENTURES: OPERATING TERMS & CONDITIONS:

"Taiao Adventures" and **"Paddle Board Rotorua"** and **"Kayak Rotorua"** are trading names of **Rotorua Jetboard Tours Ltd**

Definitions: "The Operator" means Rotorua Jetboard Tours Ltd"

Risk disclosure: Transport, water based and outdoor activities carry inherent risks and although the operator strives to eliminate, minimize and manage the risks some level of risk will always remain. By participating in your chosen activity you do so under your own free will and on the understanding that the operator cannot guarantee your safety. Some of the common dangers associated with the operators activities include but are not limited to:

1. **Land, trail, lake, river, sea, air, and road hazards**
2. **Weather** - weather conditions may be extreme and change rapidly without warning
3. **Vehicle** - the operator's transportation services encompass all the dangers associated with mechanical failure, road and transportation hazards.
4. **Conduct of others** - the behaviour of the general public, other participants and other persons outside the control of the operator

Your responsibilities: You are required to disclose any information and/or any previous or existing medical condition that may affect your ability to participate in the activity. You are also required to declare you are not under the influence of any drugs or alcohol prior to starting the activity. You are also required to act in a way that does not endanger yourself, our staff or other participants.

Young Children/Infants: Rotorua Jetboard Tours Ltd as the operator, are willing to accept children of all ages onto their tours and experiences with the special notation that children under 5 years old are to be under the direct supervision and immediate guidance of one accompanying adult at all times. In addition, any child under 5 years old is embarking on any activity held by the Operator at their own risk and the accompanying adult must notify the operator before the activity is booked or at the very least, before the activity commences.

Weather: We will endeavour to get in touch with you as soon as possible should the weather conditions prove unfavourable; we operate under a strict safety case policy which is impacted significantly by weather conditions.

Refund policy: No refunds within 48 hours of departure unless the Operator cancels the activity due to lake, road or weather conditions. Otherwise, refunds are granted solely at the discretion of the Agent according to the Operator's cancellation policy. Refunds may only be obtained from the Booking Agent.

Private tour refund policy: No refunds within two weeks of departure unless the Operator cancels the activity due to lake, road or weather conditions. Otherwise, refunds are granted solely at the discretion of the Agent according to the Operator's cancellation policy. Refunds may only be obtained from the Booking Agent.

Liability: Both the Operator and any Agent (including their respective employees, agents, officers and directors) exclude, to the fullest extent possible under law, all and any liability for any loss, damage or injury (whether direct or indirect or consequential, however arising) suffered by the Guest or any person associated with the Guest in relation to the booked activity. All activities have elements of risk and all guests undertaking any activity do so voluntarily and at their own risk; the operator cannot guarantee the safety of the Guest or any person associated with the Guest in relation to the booked activity. To the extent permitted by applicable laws, all warranties, representations and implied terms are also excluded.

Operator Cancellation: The Operator reserves all rights to cancel any Activity at its discretion for (but not limited to) any of the following reasons: a) land, river, lake, sea, road or weather conditions; b)

lack of numbers participating in the Activity; c) unsuitability of Guest(s) due to reasons such as age, ill health, poor fitness, intoxication or any other reasons rendering a Guest unsuitable or unfit to participate in the Activity; d) any other circumstances which are beyond the reasonable control of the Operator. All Guests agree to adhere to any instructions in relation to the Activity from the Operator at all time.

Consumer Guarantees Act: These terms and conditions are subject to rights and remedies you have under the Consumer Guarantees Act 2003.

Financial Liability Limitation: To the extent that liability cannot, by law, be disclaimed, by participating in the activity you agree to limit Rotorua Jetboard Tours Ltd and any Rotorua Jetboard Tours Ltd staff, officers, employees, agents or director's liability in contract, tort or otherwise at law to the sum of one dollar (\$1.00).

Waimangu Valley Walk & Steaming Cliffs Kayak Tour: This tour is in an active volcanic and geothermal area with a range of hazardous features such as boiling water and steaming geysers. The activity of these features has been mild for many years however the operator cannot guarantee your safety in regards to these natural features; participation in the activity is therefore at your sole risk.

Consent to Photography: All participants of the Operators activity consent to being photographed or videoed by the Operator in a lawful and friendly context relevant to the activity at hand. All participants additionally accept that this photography or videography may be used for marketing purposes by the operator.

Clothing: Wearing appropriate clothing forms part of our safety management system and also ensures you have a great time. You are required to wear appropriate clothing for the activity. We recommend the following clothing as follows:

For kayaking in summer (November - February) we recommend wearing light-weight clothing. Shorts/pants/leggings for your bottom half and at least two layers for your top half. Water friendly shoes are recommended, but are provided free of charge if needed.

For Kayaking outside of summer (March - October) please wear warm clothing (thermal if possible). Quick drying pants/leggings for your bottom half, ideally not heavy fabrics and a minimum of three layers for your top half (which are preferably thermal, fleece, or wool). Please also bring a warm hat, gloves and a spare set of socks. During our coolest months you will be provided a wetsuit to wear over your clothes. Water friendly shoes are recommended, but are provided free of charge if needed as are gloves and a spray jacket.

For Paddle Boarding in summer months (Dec, Jan, February) we recommend wearing swim wear that can be worn underneath the full body wetsuit (optional) that we provide. Please bring warm clothes appropriate for the weather on the night to change into after the tour as well as a towel.

For Paddle Boarding outside of summer (March-November)we recommend you wear swim wear and skin tight thermal layer on both upper and lower body that go under the full body wetsuit that we provide. Please bring warm clothes appropriate for the season to change into after the tour and a towel.

Participant / Customer Agreement: I (the participant and/or customer) have read and understand all of these terms and conditions and agree to them.

I willingly accept all the risks associated with my chosen activity, including the risks described above and the possibility of personal injury, death, property damage or loss resulting from any reason.

I accept that all Rotorua Jetboard Tours Ltd liability for loss or damage to my property, disruption to travelplans, or mental injury is excluded.

By accepting this waiver, I confirm that I am of the Age of Majority and that I have read and understood this Agreement and agree that this Agreement will be binding upon my heirs, next of kin,

executors, administrators and successors. If under 18 years, the parent or legal guardian must accept this Risk Disclosure.

I certify that the information I have provided on my enrolment form regarding Medical Condition/s or other information is correct.

I understand that Rotorua Jetboard Tours Ltd may take photographic images, audio or video recordings of me undertaking the activity, and they may be used for social media, marketing or promotional use.

TAIAO ADVENTURES: HIRING AGREEMENT TERMS & CONDITIONS:

When hiring any equipment you are responsible for your own health and safety and compliance with all New Zealand laws which apply to recreational activities. Please know the rules and be responsible. Here are some links to useful rules, regulations and safe practice. By providing these to you we do not accept any responsibility for the use or miss-use of this information.

<https://www.boprc.govt.nz/living-in-the-bay/boating-in-the-bay/know-the-rules/kayaking-and-paddleboarding/>

https://www.maritimenz.govt.nz/rules/default.asp#all_maritime_rules

<https://watersafety.org.nz/>

By hiring our equipment all users associated with the booking, understand, and agree to abide by the following rules:

- Lifejackets (Personal Flotation Devices) must be worn at all times.
- All children must be in direct supervision of one adult per child at all times.
- You will not land on private properties.
- If you stop and get out of the kayak you will place all equipment in a safe place.
- You will protect the New Zealand environment and wildlife by not leaving litter on river banks and beaches.
- You pay attention to avoid collisions with other users of the water i.e. motorboats, jet ski, water ski, kayaks, swimmers.
- You pay attention to other dangerous situations such as strong currents, tide, flood, poor weather, waves, unstable cliffs.
- No alcohol or drugs before or during your kayak rental.
- Our sit-on-top kayaks are designed for calm waters. They are not suitable for white water or extreme conditions.
- You are responsible for the return of this equipment in the same state in which I received it. You agree to pay in full for any repairs or replacement if the equipment is damaged in any way or lost.
- Rotorua Jetboard Tours Ltd is not responsible for any injury, loss, claim, damage, or any direct, incidental or consequential damages of any kind.
- Rotorua Jetboard Tours Ltd is not liable for any fines (maritime or other) issued to the hire during the hire period.