



Name: .....

Date of Birth: ..... Nationality: .....

For the purposes of this document:

- a) Queenstown Snowmobiles LTD means and includes all management, employees and contractors; and
- b) "Activity" includes arranging, facilitating and the provision of commercial guiding and tourist activities for Queenstown Snowmobiles LTD.

**It is a condition of your participation in any and all Activities with Queenstown Snowmobiles LTD that you read, understand and accept this document. By signing this document you are deemed to have read, understood and accepted this document and declare, acknowledge and agree as follows:**

1. I declare that:
  - I am physically fit and have no pre-existing medical, physical and/or psychological conditions that may affect my ability to participate in any Activity or which may be aggravated by the Activity.
2. In consideration of being permitted to participate in any Activity with Queenstown Snowmobiles LTD I acknowledge that:
  - All Activities are physically demanding adventure activities and may have extreme dangers and risks.
  - In participating in any Activity there is an inherent risk of personal injury and property loss.
  - I take full responsibility for my actions while participating in any Activity with Queenstown Snowmobiles LTD and Queenstown Snowmobiles LTD cannot guarantee my safety.
  - I must listen to the guides and follow their instructions at all times and failure to do so could jeopardise my safety and that of others.
  - If I am not happy with completing any Activity, where it is safe to do so, I may choose to return to base and forfeit any refund or compensation.
  - A guide may withdraw me from the activity for any reason, if in the guide's opinion I am unable to complete any Activity, I am affected by the consumption of alcohol or other drugs, I am a hazard to myself or any other person or property, language barriers mean it is unsafe for me to continue with the Activity, my behaviour is negatively affecting the enjoyment of others on the tour or for any other reason. If a guide withdraws me from an Activity, Queenstown Snowmobiles LTD will not be obligated to offer any refund.

3. I agree that I participate in all and any Activities entirely at my own risk and willingly accept all risks associated with all and any Activities including the possibility of death, personal injury (including serious harm), property damage or loss resulting there from for any reason. I consent to receive medical treatment in the case of injury, accident or illness during the Activity and to indemnify Queenstown Snowmobiles LTD against any claims in respect of such treatment.
4. Queenstown Snowmobiles LTD will provide me with the safety equipment required for any Activity. I agree to take care of that equipment while it is in my possession and return it to Queenstown Snowmobiles LTD in the same condition that I received it in. If I damage the equipment, I agree to reimburse Queenstown Snowmobiles LTD for its replacement or repair.
5. To the fullest extent permitted by law, I waiver, release and discharge Queenstown Snowmobiles LTD from any and all claims, actions, proceedings, costs, expenses, losses or liabilities, for death, personal injury (including serious harm), suffering, partial or permanent disability, property damage, medical or hospital bills, changes to or disruption to travel plans, emergency travel, theft or damage of any kind, including economic loss, that may arise, directly or indirectly, as a result of participating in any Activity with Queenstown Snowmobiles LTD, any act of omission of Queenstown Snowmobiles LTD, any negligence by Queenstown Snowmobiles LTD, any defect in the provision of goods and/or services by Queenstown Snowmobiles LTD, or any delay in the completion of any Activity. This is subject to any rights or remedies I may have under the Consumer Guarantees Act 1933, or any other New Zealand Law.
6. I agree that neither I, nor my successors, heirs, next of kin, executors or administrators will make a claim of any kind whatsoever or commence proceedings in any jurisdiction against Queenstown Snowmobiles LTD, shareholders, directors, managers, contractors or employees for any of the claims, losses or liabilities that I have waived, released or discharged in this document.
7. I agree to fully indemnify Queenstown Snowmobiles LTD against any liability, cost or damage suffered or incurred by Queenstown Snowmobiles LTD, its management, employees and contractors as a result of my acts or omissions or arising from my death or any personal injury (including serious harm), or any other damage or loss suffered by me or any claims, actions, proceedings commenced against Queenstown Snowmobiles LTD in connection with my participation or otherwise in the Activity.
8. I agree that I am over 18 years of age and I have read and understood this waiver before signing it. By signing this waiver, I am expressly binding my successor, heirs, next of kin, executors and administrators.

Signed by: ..... (name of client)

Signature: ..... Dated: .....



Signed by as parent/guardian for: .....

Name of client under 18 years of age: .....

Name of client under 18 years of age: .....

*Each client must sign this Waiver.*

*Adult clients must disclose the names of all other clients for whom they are responsible and who are under the age of 18 years and sign as parent/guardian.*

**EMERGENCY CONTACT**

In the event of an accident or emergency, this person may be contacted to gain information about your health and/or medical history. It is suggested that the person you nominate is: easy to contact, has knowledge of your travel plans, and has a good knowledge of your character and personal health record.

FULL NAME:

RELATIONSHIP:

PHONE NUMBER:

CONTACT DETAILS:



## **PRIVACY**

Your privacy is important to Queenstown Snowmobiles LTD. You may choose not to give Queenstown Snowmobiles LTD your personal information. However, Queenstown Snowmobiles LTD may not permit your participation in the Activity without this personal information.

Please read the following carefully. It sets out how information you give in connection with your participation in an Activity can be used, to whom it can be disclosed and how you can correct or update this information.

## **COLLECTION, USE, DISCLOSURE, ACCESS AND CORRECTION OF INFORMATION**

Queenstown Snowmobiles LTD collects personal information from you in this waiver and other documents. Information collected from you may be used for any of the following purposes:

- to ensure your safe and enjoyable participation in the Activity;
- to develop or improve any Activity or any other products or services of Queenstown Snowmobiles LTD

Queenstown Snowmobiles LTD may disclose this information to:

- the guide that is supervising the Activity;
- any emergency staff (such as the police, ambulance service and search and rescue), your insurer, or any other person for any of the above purposes; and
- any other person if Queenstown Snowmobiles LTD is required to do so by law or if you request them to disclose any of your personal information to that person.

## **ACCESS AND CORRECTION**

Queenstown Snowmobiles LTD will hold information collected from you and others. You are entitled at any time to request access to that information about you and to ask Queenstown Snowmobiles LTD to correct this information where you believe it is incorrect or out of date. To do so, please contact Queenstown Snowmobiles LTD [info@queenstownsnowmobiles.co.nz](mailto:info@queenstownsnowmobiles.co.nz) / +64 3 442 3031.