

Name: _____
.....

Date of Birth: Nationality:

For the purposes of this document:

- a) Queenstown Snowmobiles LTD means the company and all its, employees and contractors; and
b) "Activity" includes arranging, facilitating and the provision of commercial guiding and tourist activities by and / or 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. You declare that:

- You are 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 including but not limited to; heart conditions, pregnancy, back or other skeletal or muscular issues.

2. In consideration of being permitted to participate in any Activity with Queenstown Snowmobiles LTD you 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.
- You take full responsibility for your actions while participating in any Activity with Queenstown Snowmobiles LTD and Queenstown Snowmobiles LTD cannot guarantee safety.
- You must listen to the guides and follow their instructions at all times and failure to do so could jeopardise your safety and that of others.
- If you are not happy completing any Activity, where it is safe to do so, you may choose to return to base and forfeit any refund or compensation.

A guide may withdraw you from the activity for any reason, if in the guide's opinion you are unable to complete any Activity, are affected by alcohol or other drugs, are a risk to yourself or any other person or property, language barriers mean it is unsafe for you to continue with the Activity, your behaviour is negatively affecting the enjoyment of others on the tour or for any other reason. If a guide withdraws you from an Activity, Queenstown Snowmobiles LTD will not be obligated to offer any refund.

3. you agree that you participate in all and any Activities entirely at your 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 from the activity for any reason. You 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 you with the safety equipment required for any Activity. You agree to take care of that equipment while it is in your possession and return it to Queenstown Snowmobiles LTD in the same condition that you received it in. If you damage the equipment, you agree to reimburse Queenstown Snowmobiles LTD for its replacement or repair.

5. To the fullest extent permitted by law, you 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.

7. You agree to fully indemnify Queenstown Snowmobiles LTD against any liability, cost or damage suffered or incurred by Queenstown Snowmobiles LTD, its management, employees and / or contractors as a result of your acts or omissions or arising from your death or any personal injury (including serious harm), or any other damage or loss suffered or any claims, actions, proceedings commenced against Queenstown Snowmobiles LTD in connection with your participation or otherwise in the Activity.

8. You agree that you are over 18 years of age and have read and understood this document before signing it.

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 DETAIL:

Customer Signature:

Printed Name: Dated:
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Name of customer under 18 years of age:

Name of customer under 18 years of age:

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