

# DISCLAIMER



1. With every adventure activity there is an element of risk, including but not limited to, the risk of cold-water immersion, loss of property (e.g. cameras, clothing, etc), missed pre-booked travel, etc. While we (Aoraki/Mt Cook Alpine Village Limited trading as 'Tasman Valley 4WD & ARGO Tours', hereafter "the Company", "we", or "our") comply with a comprehensive safety operation plan and do our utmost to provide the highest quality experience, we cannot absolutely guarantee your safety/property whilst on the Tasman Valley 4WD & ARGO Tour.
2. I declare and confirm that I am physically fit and do not suffer from any known medical conditions, injuries or any condition that could affect my ability to participate in the tour. The Argo Tour is especially not recommended for anyone with neck or back injuries or problems.
3. I agree to assume all risk of participating in the tour and release and hold harmless the Company (including its employees, associates, agents and any known affiliates including the Department of Conservation) from any liability whatsoever in connection with any matter relating to my participation in the tour which gives rise to damage, death, injury or loss of any nature.
4. I also indemnify the Company against any and all claims that myself or any of my family or associates, or any one or more of my executors, heirs, next of kin, successors, assignees, or administrators, may assert and against any costs including legal fees that may be incurred as a result of any such losses, death, injury, damages, claims or expenses.
5. I agree to comply with all instructions given to me by Tasman Valley 4WD & ARGO employees in respect of my participation in the tour.
6. Our guides and other employees reserve the right at any time and at our sole discretion to refuse any person participating in the tour or continue participating in this activity should our guides or other employees believe a person's physical fitness or other condition may pose a risk to that person's or the other person's safety on the tour.
7. I consent to receive medical treatment, which may be deemed necessary in the case of injury, accident, or illness during the tour.
8. I agree that I am bound by all the terms and conditions on this form and will not commence any legal action in any country against the Company or any of its agents, employees, associated persons or related companies.

<b>Signed as Acceptance of the Terms and Conditions above:</b>
<b>On Behalf of how many passengers:</b> (e.g. tour group/family)
<b>Signature:</b>
<b>Name:</b> PLEASE PRINT
<b>Nationality:</b>
<b>Date:</b>
<b>Trip Time:</b>