

Participants Acknowledgement of Risk & Waiver of Liability Form 2017/18

With every adventurous activity there is always an element of personal responsibility and a level of risk. Accordingly, it is imperative that you read, understand and acknowledge the following Terms and Conditions before participating in this activity:

In the case of this activity these risks may include but are not limited to:

- the risk of personal injury;
- the risk of losing your property (e.g. cameras, clothing, etc);
- the risk of you missing your pre-booked travel; or

Here at Aoraki Mount Cook Alpine Village Limited trading as 'Ultimate Hikes – Aoraki Mt Cook Day Walks', (hereafter "UH-AMC", "the Company", "we", or "our") we comply with and adhere to a comprehensive safety operation plan for our activities where the priority is to take all practical steps to provide you with the safest and highest quality experience possible. However, in the environment we operate in and by the nature of the tour we provide we cannot with absolutely certainty guarantee your personal safety or particularly the safety of your personal property whilst on the UH-AMC tour.

With that understanding you herein accept that it is reasonable for UH-AMC to assume that by purchasing this ticket and undertaking the activity you recognise and have chosen to accept the personal risks involved in doing so.

1. **You declare and confirm that you are physically fit and do not suffer from any known medical conditions, injuries or any condition, medical or otherwise, that could affect your ability to participate successfully in the tour.**
2. To the extent permitted by New Zealand law, you agree to assume all personal risks of participating in the tour and release from liability and hold blameless UH-AMC (including its representatives, employees, associates, agents and any known affiliates including the Department of Conservation) from any liability whatsoever in connection with any matter relating to your participation in the tour which may give rise to damage to or loss of property, personal accident, injury, death or loss of any nature.
3. **You agree to comply with all instructions given to you by UH-AMC representatives in respect of your participation in the tour and related events.**
4. You acknowledge that UH-AMC representatives reserve the right, at any time and at their sole discretion, to refuse or remove any person participating in the tour.
5. You acknowledge that the use of the UH-AMC services, activities and facilities under these Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand.
6. At UH-AMC, we take your privacy very seriously. Any information we collect about you is used to help you access the services or acquire the goods and services that UH-AMC provides more easily. All personal information is collected on a strict confidential basis. No personal information will be disclosed to a third party except in accordance with the Privacy Act.
7. You understand that any photographs or images that we take of you during the UH-AMC tour may be used by UH-AMC in their promotional material, including on the company website.
8. **You acknowledge that you have read and understood the Terms and Conditions contained herein and in participating in the activity you agree to be bound by them.**

PLEASE COMPLETE IN ENGLISH:

If the participant is under 18 years of age, a parent/guardian signature is required	
Participant Full Name:	Signature:
<small>PLEASE PRINT</small>	
Parent/Guardian Name:	Age of the child is:
<small>PLEASE PRINT</small>	
Date:	Trip Time:
Email address:	Nationality:
Contact Person/s: (in case of an emergency)	