

Akaroa Guided Kayak Safari Waiver Terms & Conditions

It is a condition of your participation in Akaroa Sea Kayak Safari that you read and accept this document. By paying to partake in the adventure you are deemed to acknowledge and agree as follows:

(a) That participation in the adventure is a test of your physical and mental abilities and carries the potential for death, personal injury and property loss. A copy of our Emergency Procedure Plan is available for your inspection.

(b) That you are physically fit and have no pre-existing medical conditions, and have not been advised against participation in the adventure by any qualified health professional and you are NOT under the influence of alcohol or drugs at the time of signing this form.

You further personally agree

(a) I ACKNOWLEDGE that there may be hazards encountered during the adventure including (but not limited to) winds, rough water conditions, boats, jet skis, water skiers, other harbour users, floating or other objects. I assume all the risks associated with participating in the adventure.

(b) I CONSENT to the provision to me of first aid, emergency or other medical treatment required as a consequence of participation in the adventure. I acknowledge that no warranty is made as to the results of any medical treatment.

(c) I AGREE that any films, sound, video or other recordings that are taken by me of or during the activity will not be used in any promotion or advertising without the prior consent of the Operator. The Operator may use its own photos, videos or other such material at its complete discretion without any prior approval by me. The Operator may upload and use social media sites to display & deliver such material to me. The Operator owns all copyright of such material. I agree to be invited to review my experience on adventure activity review websites but understand that I don't have to provide a review if I chose not to.

(d) I WAIVE, RELEASE AND DISCHARGE the owner of the adventure and the provider of any medical assistance from any and all claims, losses or liabilities, for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, my economic loss, which may exist or arise in the future arise out of or relate to my participation in the adventure, or arising out of the risks I have assumed in participating in the adventure as set out above.

(e) I AGREE not to sue or claim against the owners of the adventure for any of the claims, losses or liabilities that I have waived, released or discharged in this document.

(f) By reading this document, I bind myself, my executors, administrators, heirs, next of kin, successors and assigns and any other person who may claim or sue on my behalf.

(g) In reading this waiver I hereby submit to the jurisdiction of the Courts in New Zealand and I acknowledge that only the courts of New Zealand shall have jurisdiction to entertain any proceedings whatsoever brought by me on account of my participation of the adventure.

I CONFIRM THAT in agreeing this waiver I have agreed to partake in the adventure on the basis of the conditions of this waiver, and of my own free will.

By reading and agreeing to our Terms and Conditions before your trip via our emailed pre trip documentation you are also agreeing to abide by our above waiver and you understand the risks involved in our Safaris.

Like any outdoor environment Akaroa Harbour requires respect in many ways. Respect for its natural environment; respect for its ability to give you blue skies along with wind and rain; respect in the ocean's ability to be calm and serene or stormy and dangerous. If you come adequately prepared, you will have a fantastic experience in our amazing place. Have a read through the following information, pack your bags and get ready for a wonderful Guided Kayaking Experience.