

## CATHEDRAL COVE KAYAK TOURS: RISK DISCLOSURE AND WAIVER OF LIABILITY FORM

Are you a capable swimmer? (for example can you swim 25metres unaided)\*

Yes

No – Please advise your guide at the start of your trip

Do you have any injuries that will affect your ability to participate in this physical activity?\*

No

Yes – I will give my guide full details before I start my trip

Are you Asthmatic, Epileptic, Diabetic or do you suffer from any Severe allergic reactions?\*

No

Yes – I will give my guide full details before I start my trip

Do you have any other medical condition or sight/hearing impediment that may require attention during the activity?\*

No

Yes – I will give my guide full details before I start my trip

Cathedral Cove Kayak Tours take you into a completely natural coastal environment. The **RISKS** associated with our activity are **REAL** as with any adventure activity. Your guides are trained to explain these to you and to manage these risks. Please follow their instructions at all times during the activity. ***If you are concerned about anything please tell your guides.***

By accepting this waiver, I hereby acknowledge that taking part in a kayak trip with Cathedral Cove Kayaks Ltd, there are inherent dangers and risks. While the staff and management of Cathedral Cove Kayaks Ltd will take all practicable steps to identify and minimize potential dangers, it will not accept liability for loss, injury or damage sustained by a participant or his/her dependents in circumstances where such an event could not have been avoided by the exercise of reasonable care.

I acknowledge that I must follow the instructions of the guide and use safety equipment when instructed at all times. If I am responsible for a person under the age of 16, I must ensure that the underage person follows the Guides' instructions at all times. I release and indemnify Cathedral Cove Kayaks Ltd and staff against any liability they incur to anyone else, resulting from my failure to follow Cathedral Cove Kayaks Ltd instructions or the failure of any underage person accompanying me to follow the Guides' instructions.

Cathedral Cove Kayaks Ltd reserves the right to withdraw any person who in their opinion is likely to endanger themselves or others. This exclusion includes the overuse of alcohol and/or recreational drugs. I also recognize that Cathedral Cove Kayaks Ltd reserves the right to cancel, modify, or curtail any trip, if my safety or that of any other person becomes a concern.

I am aware that Sea Kayaking and participation in a "Sea Kayak Tour" may have inherent dangers and risk including but not limited to physical excursion, exposure to natural elements, boat capsize, sea-sickness, encounters with natural wild life, and possibility of emotional stress. I willingly accept all the risks of Sea Kayaking including without limitation the risks described above and the possibility of personal injury, death, property damage or loss resulting there from for any reason. I accept that all Cathedral Cove Kayaks Ltd liability for loss of or damage to my property, disruption to travel plans, or mental injury is excluded. This exclusion is subject to any rights or remedies a customer has under the Consumer Guarantees Act 1993, or any other New Zealand law.

I certify that all the information on this waiver is correct\*