

Risk Disclosure / Waiver Form V5

Risks

- I accept that kayaking, stand up paddle boarding, and water taxis are activities that inherently involve risks and potential hazards. The risks and hazards include, but are not limited to: capsizing, drowning, collision (with another watercraft or static objects), adverse weather conditions, hypothermia, fire and loss of personal property.
- I am aware that participating in the activities offered by Paddle Wanaka Limited can be hazardous if they are not conducted with care, control and responsibility. I acknowledge that these risks could result in my injury (physical or mental) or even death.

Health, Medication, and Substance Disclosure

- I have informed the Paddle Wanaka staff (or will, prior to undertaking the activity) of any medical conditions, previous injuries and any medication I am currently taking which may affect my ability to undertake the activity.
- I confirm I am not under the influence of intoxicating alcohol or drugs (be they legal or illegal) which may in any way impair my ability to undertake the activity.

Conditions of participating in activity

- I agree to take part in this activity following the rules, routes and instructions given to me by Paddle Wanaka staff, at all times. If I do not follow the instructions and rules or act dangerously, Paddle Wanaka may remove me from the activity. If this occurs, I acknowledge I will not receive a refund.
- I accept that Paddle Wanaka reserves the right to cancel this activity if there becomes concern for my safety, or the safety of another person.
- I agree to wear my personal flotation device at all times when participating in kayaking and stand up paddle boarding.
- I will return all Paddle Wanaka equipment by the agreed upon time. If I fail to do so Paddle Wanaka will start a search and rescue operation. If there is no legitimate emergency I may incur the search and rescue costs as well as the cost of additional rental time.
- In the event that I damage any equipment owned by Paddle wanaka, I agree to pay to Paddle Wanaka all costs associated with repairing the damage.

Limited liability of Paddle Wanaka

- I understand that if I act recklessly and/or don't follow the rules or instructions set out by Paddle Wanaka, which I have been made aware of, Paddle Wanaka will not be held responsible for any injury, damage or loss I cause to myself/my property, or another person/their property, resulting from my action (or lack of action).
- I release Paddle Wanaka, its management, and staff of all claims in regard to loss or damage of personal possessions and/or harm/injury. This exclusion is subject to any rights or remedies you may have under the Consumer Guarantees Act 1993.

PARTICIPANT SIGN-OFF

I agree that by signing this 'Risk Disclosure / Waiver Form V5':

1. I have read, understand and fully accept the 'Risk Disclosure / Waiver Form V5'
2. 1. I accept there are inherent risks and hazards associated with participating in the activity and I understand what these risks are (including serious harm and death);
3. 2. I am physically and mentally fit to participate and there is nothing I am aware of that will affect my ability to participate in this activatie.
4. 3. I wish to proceed with the activity at my own risk.