

# West Coast Tower Zipline

NZBN 9429050724024

By participating on a West Coast Tower Zipline Tour, herein referred to as ('the Activity') you and any participating child under 18 years listed below acknowledge and agree that the Activity conducted by the West Coast Tower Zipline is in the nature of an 'extreme sport' and as such, acknowledge that the Activity involves a number of inherent risks. These risks include:

- Trip, slip or twist/sprain ankle - during walk, including steel steps
  - Vertigo, acrophobia, nausea – from being at height
  - Concussion, cuts or bruising - wrong position at braking
  - Serious injury - falling from height, collision
1. By signing this risk disclosure, I/we understand that not all risks can be predicted due to the nature of the Activity, I/we acknowledge and agree that I/we have undertaken the activity freely, voluntarily and absolutely at my own risk with a full appreciation of the nature and extent of all risks involved in the activity.
  2. I/we acknowledge that I/we will be required to physically exert myself/ourselves and that possible injury may occur due to the nature of the Activity. Therefore I/we acknowledge I/we must remain within my/own personal limits.
  3. I/we acknowledge that I/we are participating in an Activity that will go up to 45m high above ground level in a forest environment and that at ground level, the Activity involves narrow forest pathways, I/we understand that appropriate protective equipment and training will be provided.
  4. I/we understand that there are age, height and weight restrictions for the Activity and the staff of West Coast Tower Zipline have discretion to allow or restrict the participant to attempt an activity outside of these restrictions based on the participant's individual capabilities and weather conditions. For the zipline the weight restriction between 30 and 120kg.
  5. I/we agree to abide by rules and instructions given by West Coast Tower Zipline and its Personnel. If I/we suffer any harm on Activity, I/we will not hold West Cost Tower Zipline or its Personnel legally responsible for any injuries suffered (to the full extent permitted by law). Rules include wearing enclosed footwear, nothing in pockets, no dresses/skirts, hair tied back, not hanging upside down and remaining on marked pathways.
  6. I/we are not affected by drugs and alcohol and that West Coast Tower Zipline retains the right to refuse participation, if they determine, in absolute discretion, that I/we may be affected by drugs or alcohol. I understand that participating in the activity after the consumption of drugs or alcohol will remove any and all liability and responsibility from West Cost Tower Zipline and its Personnel.

## Model Release

I agree that the images taken of any participant listed below whilst on the Activity and within the grounds of the complex may be used for publicity purposes. It is understood by both parties that these images are for the sole use of publicity in the form of, brochures, pamphlets, projected images

and on screen and will under no circumstances be used for any other purpose. Verbal consent will be requested prior to images being captured by Treetop Zipline.

**Medical Condition**

I/we understand West Coast Tower Zipline requires all relevant information about my health and capabilities including any pre-existing or previous injuries or medical conditions that may affect either my/our safety or that may be exacerbated by participation in the Activity and that if I/we fail to provide this information the staff will not be able to take appropriate action to limit the risk of harm. If applicable, please provide details of the condition, injury or impairment and the required medication below. Medical conditions can include but are not limited to the following; sight or hearing impediments, pregnancy, previous limb/joint surgeries or injuries, amputations, back injuries, heart conditions, conditions that may increase the risk of fainting/falling, previous concussion, learning/difficulties following instructions. Please note, not all of the above conditions/injuries will preclude you from participation, but will assist our staff in providing appropriate assistance during participation, if applicable, please details in the section below.

**Before signing this document, please be aware of the height you leave from and note this activity is NON-REFUNDABLE.**

By signing this risk disclosure form I (print name), \_\_\_\_\_ expressly state that I have read and understood this risk disclosure form, that I have legal capacity and I warrant that all of the information provided is true and correct. Any persons listed on this form will abide by the above rules and by West Cost Tower Zipline and its Personnel.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Address \_\_\_\_\_ Suburb \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_

Country \_\_\_\_\_

Email \_\_\_\_\_ Phone Number \_\_\_\_\_

Participants over 18 Years or Parent/Guardian: (only complete section if you are participating in the activity)

| Full Name | Age | Medical Conditions (circle applicable, if yes, please provide details). |
|-----------|-----|---|
|           |     | Y/N   |

Initial (if applicable):

I am supervising other participants and I will accept responsibility for their safety as per any instruction provided by West Coast Tower Zipline. If my careless act, omission or negligence results in harm to any other participants, I will take full responsibility for my actions and will not hold West Coast Tower Zipline concurrently responsible and will fully indemnify the company its Personnel against any Liability (to be crossed out by West Coast Tower Zipline if n/a).

|                 |
|-----------------|
| <b>Initials</b> |
|-----------------|

Participants under 18 Years that I am taking legal responsibility for:

| Full Name | Age | Medical Conditions (circle applicable, if yes, please provide details). |
|-----------|-----|---|
|           |     | Y/N   |
|           |     | Y/N   |
|           |     | Y/N   |
|           |     | Y/N   |

### RISK WARNING AND WAIVER

This risk warning constitutes a 'risk warning' in accordance with relevant legislation.

By signing this waiver I agree that my rights (or the rights of the person to whom or on whose behalf I am acquiring the services) to sue West Coast Tower Zipline in relation to recreational services or recreational activities that I undertake because of the services or activities were not in accordance with the relevant statutory guarantees under New Zealand Law, were excluded, restricted or modified as set out below.

By signing this waiver I agree that the liability of West Coast Tower Zipline in relation to recreation services (as that term is defined in New Zealand Law) and recreational activities (as defined in New Zealand Law) for any:

- (a) death;
- (b) a physical or mental injury (including the aggravation, acceleration or recurrence of such an injury of the individual); or
- (c) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
  - that is or may be harmful or disadvantageous to you or the community; or
  - that may result in harm or disadvantageous to you or the community;

that may be suffered by you (or a person to whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.