

Kayaking, River Rafting and Sledging Form of Indemnity

Water activities are adventure activities with a degree of risk that increases with the grade of rapids.

1. I accept that the sports of Kayaking, White Water Rafting and White Water Sledging ('the activities') carry with them some degree of risk, increasing with the grade of rapids, to both the person and property. I understand that occasionally kayaks or rafts do turn over and people occasionally swim. I acknowledge that at any time prior to commencing the trip on the water, I may elect not to undertake this activity (refunds are at the discretion of management). I further acknowledge that in some situations once the trip begins I shall be committed to remain with it until completion. Knowing of the risks involved I accept that Rotorua Adventures cannot guarantee my safety and I still desire to register and participate in this activity and so expressly agree to assume the risk of injury or damage while participating.
2. I release, waive and hold harmless Rotorua Adventures Ltd and its subsidiaries its officers and/or its employees from all claims, losses, damages or expenses during or in conjunction with my participation in this activity. To the extent permitted by law, all liability for damage to property, nervous shock or mental injury is excluded together with any costs including legal fees that may be incurred as a result of any such claims, losses, damages or expenses. This exclusion is subject to any rights or remedies I may have under the Consumer Guarantees Act 1993.
3. I also indemnify Rotorua Adventures Ltd, its officers/or its employees against all claims, losses, damages, or expenses or claim that any of my guests or any one or more of my or their executors, administrators, heirs, next of kin, successors, or assignees may have or assert against costs including legal fees that may be incurred as a result of any such claims, losses, damages or expenses.
4. If I am not a resident of New Zealand, I declare that I will not endeavour to avoid conditions 2 & 3 by commencing any legal action in any other country.
5. I declare that I am of the appropriate age for this activity (if unsure please ask staff).
6. I declare and confirm that I am physically fit and have no condition or injury nor any physical or mental impediment that could preclude me taking part in this activity safely or be affected by this activity, nor impose an unnecessary risk in the event of an emergency.
7. I hereby consent to receive medical treatment which may be deemed to be necessary by Rotorua Adventures Ltd in the case of injury, accident or illness during the course of undertaking this activity and also agree to indemnify Rotorua Adventure Ltd. in respect of such medical treatment.

Participants should be aware that Rotorua Adventures Ltd cannot guarantee your safety.