

Ziplines New Zealand Limited (trading as EcoZip Adventures) Booking Terms

Below are the terms which apply to all Participants upon booking an EcoZip Adventure. EcoZip Adventures currently offers Zipline Adventures (Zipline). Upon making a booking the Participant agrees to be bound by these Booking Terms (**Booking Terms**).

Participation Waiver

A release and waiver is required to be signed upon arrival at EcoZip Adventures by each Participant before participation in any EcoZip Adventure is permitted (**Participation Waiver**).

Provider

Tours and services are provided by Ziplines New Zealand Limited trading as, and hereafter referred to, as EcoZip Adventures.

Prices

All prices stated are in NZ dollars and include Goods & Services Tax (GST). Prices are correct at the date of publication but are subject to change.

Age

There is no minimum or maximum age to participate in an EcoZip Adventures tour. Participants under 18-years of age must be accompanied by a parent or guardian properly authorised to agree to these Booking Terms and sign the Participation Waiver on that minor's behalf.

Weight Limits

The minimum weight to undertake an EcoZip Adventures tour is 30kg (66lbs) and the maximum is 125kg (275lbs). EcoZip Adventures reserves the right to ask Participants to be weighed prior to taking part in the activity.

Check In

All Participants must check in 15 minutes prior to the time booked to Zipline.

Clothing

Zipline is an outdoor activity. Weather is changeable therefore all Participants must dress accordingly.

Physical Activity

Participation in the Zipline involves a 1.4km (approximately) walk along a designated walking track from the end of the Zipline back to EcoZip head office. The designated walking track is of slight gradient, uneven surface and may at times be wet and slippery. All Participants need to be of reasonable fitness to complete such walk. Participants must keep strictly to the designated walking track and are not permitted to deviate from such track in any circumstances.

Health

Zipline Adventures are designed for participants of average mobility, fitness and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, prior head, neck, or back injuries or other joint and muscular-skeletal problems may impair the safety and well-being of participants; as may other medical, physical, psychological and psychiatric problems (**Conditions**). All or any of these Conditions may increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others.

Participants who suffer from any of the Conditions or any other underlying medical problems acknowledge that such conditions will put them at greater risk of injury or illness during a Zipline experience and must carefully consider those risks before choosing to participate. Participants must fully inform tour staff, on the Participation Waiver, prior to the beginning of the tour if they suffer any of the Conditions or any other underlying medical conditions. EcoZip Adventures reserves the right to exclude any applicant from participation, for medical, safety, or other reasons.

Participants consent to receive any medical treatment which may be deemed necessary in the case of injury, accident or illness suffered while participating in the Zipline and to indemnify EcoZip Adventures against any claims in respect of such treatment.

EcoZip Adventures reserves the right to refuse participation to any individual believed to be affected by alcohol or drugs (including impairing prescription medication) and in such circumstances no refund will be provided.

Payment

Full payment is required at the time of booking. Payment may be made online by credit card (Visa or MasterCard) or by EFTPOS or cash for Participants booking in person.

Cancellation & Amendment Policy

Cancellation/amendment by the Participant –

- a. Bookings cancelled within 48-hours of scheduled departure time are non-refundable. Bookings amended to another date and/or time within 48-hours of scheduled departure time are subject to a rescheduling fee of \$49 per person. Participants that fail to present themselves 15 minutes before their Zipline ('no show') will forfeit 100% of their payment.
- b. Bookings cancelled more than 48-hours before scheduled departure time are subject to a \$25 cancellation charge per person and the balance shall be refunded. Subject to availability such bookings may be amended once

free-of-charge. Any subsequent amendments or cancellations will be subject to the cancellation charges set out in these Terms.

Cancellation by us –

For the safety of our Participants, due to inclement weather or due to events beyond our control EcoZip Adventures may need to cancel a tour. EcoZip Adventures will use all reasonable endeavours to contact the Participant in sufficient time to notify of the cancellation. In the event that we cancel a tour the Participant will be offered either a full refund or a booking transfer to an alternative date and/or time. EcoZip Adventures is not liable in any circumstances for any costs incurred by the Participant as a result of such a cancellation.

Baggage & other belongings

Participants may not undertake the tour with items on their person (such as mobiles phones, laptop or tablet devices, handbags, backpacks) as these may fall or otherwise be dropped. Lockers are provided for Participant's to store such items. EcoZip Adventures is not responsible for any items lost or stolen from the lockers or as a result of being left within our buildings or site.

Waiver

Upon arrival at EcoZip Adventures Participants will be asked to thoroughly read and then sign a Participation Waiver. Unless the Participation Waiver is duly completed and signed, Participants will not be permitted to participate in the Zipline. A copy of the Participation Waiver is attached for your review.

Smoking

Smoking is not permitted at any time anywhere on our site or in any of our vehicles.

Photography and Video

During the course of the tour, representatives of EcoZip Adventures may make video and/or photographic recordings that may include the Participant's voice and/or image. Participants agree that any and all such recordings will be the sole and exclusive property of EcoZip Adventures and that EcoZip Adventures is authorised to use such recordings or photography in any manner it so chooses without any further agreement by the Participant.

Personal Privacy

Any information supplied to us will be used solely for the purpose of providing our products or services. We will not sell, rent or otherwise make available to any third-party any of your personal information except as required to do so by New Zealand law or by the order of any other regulatory body.

Liability

Notwithstanding anything else contained in these Booking Terms or the Participation Waiver, to the fullest extent permitted by law, EcoZip Adventures (including EcoZip Adventure's officers and/or its employees) does not have any liability whatsoever to the Participant or any other person for any claims, losses, expenses (including legal costs on a solicitor own client basis) that may have been incurred by a Participant or any other party either during, or in any way related to, a Participant's participation in the Zipline, including (but not limited to) any liability for:

- personal injury or death;
- property loss or damage;
- disruption to travel plans;
- acts which may be negligent or accidental;
- any mental injury or any other loss, damage, suffering, emotional or nervous disorder;
- any direct, indirect or consequential loss or damage of any kind including any financial loss.

Notwithstanding anything else contained in these Booking Terms or the Participation Waiver, if EcoZip Adventures is found liable in any circumstances whatsoever, EcoZip Adventures' total liability is limited (to the fullest extent permitted by law) to a maximum aggregate amount of the ticket price paid by the Participant.

Indemnity

The Participant must indemnify and hold harmless EcoZip Adventures (including EcoZip Adventure's owners, agents and employees), and the owner of the property on which the Zipline is conducted (the Released Parties) from any and all loss, costs, claims, damages, expenses whatsoever (including all legal costs and expenses incurred on a solicitor/own client basis) the Released Parties may incur as a result of the Participant's participation in the Zipline, any breach of the Booking Terms and/or the Participation Waiver or by any representation made, or any act, omission, or negligence committed by the Participant.

Jurisdiction

These Booking Terms and the Waiver Form shall be governed by and construed in accordance with New Zealand law. The Participant agrees to submit to the exclusive jurisdiction of the courts of New Zealand with respect to any claim or matter arising out of or in connection with these Booking Terms and the Waiver Form.