



## **AORAKI-MT COOK GLACIER GUIDING LIMITED PARTNERSHIP**

### **WAIVER AND RELEASE FROM LIABILITY**

I accept that the activities offered by or through Aoraki-Mt Cook Glacier Guiding Limited Partnership (hereafter AMCGGLP), which include but are not limited to mountaineering, rock climbing, ice climbing, trekking, skiing and travel (both air and ground) to, from and within the activity locations, inherently involve risks and potential hazards. The risks and hazards include but are not limited to rocks, cliffs, cornices, avalanches, crevasses and equipment failure.

I agree that by purchasing this ticket and in undertaking the activities, I accept that there are risks and hazards associated with the activities. I also confirm that all persons travelling with me on this ticket have been informed about the terms of this waiver and in undertaking the activities, have similarly agreed to accept that there are risks and hazards associated with the activities and to accept the terms of this waiver.

I accept that it is reasonable for AMCGGLP to assume that I have accepted these terms and conditions by purchasing this ticket and undertaking the activity.

I agree to follow all instructions given by an AMCGGLP guide and to use any equipment supplied by AMCGGLP in accordance with the guide's instructions. I accept that AMCGGLP reserves the right to withdraw any person from the activity who in AMCGGLP's opinion is likely to endanger themselves or others. I also accept that AMCGGLP reserves the right to cancel any activity for any reason if it becomes concerned for my safety or the safety of any other person.

I certify that I am physically fit and able to participate in AMCGGLP activities and I have not been advised otherwise by a qualified medical person. I have disclosed to my AMCGGLP guide (or will so disclose before undertaking the activities) any medical condition, previous injury or medication that I am taking.

I consent to receive any medical treatment that may be deemed necessary in the event of injury, accident or illness while undertaking AMCGGLP's activities.

I understand that under New Zealand law the accident compensation scheme provides only limited assistance to visitors to New Zealand who suffer personal injury. I acknowledge that AMCGGLP strongly recommends that all visitors to New Zealand should have full insurance covering any personal injury and loss or damage to property, they might suffer, including medical treatment cover. To the extent permitted by law I hereby release, waive, discharge and hold blameless AMCGGLP, AMCGGLP guides and all persons entities and contractors connected to AMCGGLP from any and all liability for death, disability, personal injury (including mental injury), property damage, property theft, loss of personal equipment and all other risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, as a consequence of me carrying out the activities of AMCGGLP. I note that this exclusion is subject to any rights or remedies I may have under the Consumer Guarantees Act 1993.

I hereby consent to AMCGGLP making, taking, collecting, retaining and using photographic images, audio or video recordings of me and/or my minor children (if applicable) undertaking the activities (hereafter the Images) and making available, publishing and/or selling the Images for the purpose of education, research, training, marketing, promotion and/or advertising. The Images may be cropped, altered, transformed or reproduced in any way, in any current or future media (including, but not limited to, print, television, cinema, internet, Youtube, signage, and offline or online social media) and I waive any right to inspect the final form of the Images. I understand that I will not receive payment or any other compensation in connection with these Images and AMCGGLP's use or sale of the Images and that I waive my rights of any kind that I have or may have in the Images. I agree to release AMCGGLP from any and all liability that may or could arise from the creation, taking, use or publication of the Images. AMCGGLP agrees to handle the Images in accordance with the Privacy Act 1993 and the terms of this waiver.

I agree that this waiver is contractually binding on myself, my successors, my executors, administrators, heirs, next of kin and assigns assert a claim in contravention of this waiver the asserting party shall be liable for all the expenses (including legal fees on a solicitor client basis) incurred by the other party or parties in defending the claim.