

ASSUMPTION OF RISK AND INDEMNITY, WAIVER OF CLAIMS, RELEASE OF LIABILITY
ALL PARTICIPANTS PLEASE READ THE AGREEMENT CAREFULLY AND SIGN AT THE BOTTOM OF THE PAGE

Warning. Under New Zealand Law it is extremely unlikely that any legal action brought against Action Sports Wanaka Limited will be successful. New Zealand's Accident Compensation scheme provides only limited assistance for injury.

To: Action Sports Wanaka Limited (ASW) and all persons involved or connected with the activities provided by Can-Am Experience including its successors and assignees.

1. The activities provided by ASW are All-Terrain Vehicle (ATV) adventure activities that involve significant hazards. Whilst ASW cannot guarantee my safety, I acknowledge that ASW takes all practicable steps to ensure my safety. Knowing this, I still wish to participate in the activities provided by ASW at my own risk and I accept full responsibility for my own actions or inactions.
2. I am aware that in participating in the activities provided by ASW there are risks, which include the possibility of serious harm, emotional trauma, death, property damage, mental injury or disturbance and any other loss, which I, my family and/or friends may suffer. These risks may be due to any cause whatsoever including negligence and/or breach of contract by ASW.
3. I acknowledge that ASW has advised me as far as practicable of the significant hazards which exist. These include, but are not limited to:
 - a. Any mechanical or physical failure or fault to the equipment of ASW;
 - b. Any condition, sickness or injury to any person during the activities provided by ASW;
 - c. Any unpredictable or uncontrolled events, including natural hazards such as adverse weather or earthquake;
 - d. My ignoring/failing to follow safety procedures or guides' directions including the safe use of any equipment. This includes refraining from using mobile phones and/or cameras whilst driving.
4. I hereby declare that:
 - a. I am physically fit and have no condition or injury that could influence my abilities or be affected by my participating in the activities provided by ASW;
 - b. I am not under the influence of drugs/alcohol;
 - c. I am at least 120cm in height;
 - d. I will follow instructions from ASW's guides, and acknowledge that the guide's decision is final; and
 - e. if I am driving one of ASW's ATVs, that I hold a valid driver's licence from my country of residence.
5. I agree to release ASW from any liability of any kind whatsoever and waiver and hold harmless ASW against any and all claims that I have or may have in the future against ASW arising out of any aspect of any participation in the activities provided by ASW due to any case whatsoever for any personal injury, emotional trauma, death, property damage, mental injury or disturbance and any other loss of whatsoever nature and howsoever arising that I, my family and/or friends may suffer.
6. I accept financial liability for any damage to equipment that I am driving when damage occurs. A NZ\$2,500 minimum payment will be charged for any impact or salvage required. Further costs will be quoted. This minimum payment is waived if I have purchased excess-free cover from ASW.
7. I am aware that this agreement will not affect any legal obligations ASW has to me which ASW cannot contract out of under New Zealand Law.
8. I confirm that if I am not a resident of New Zealand, I have full travel insurance and I will not endeavor to avoid the terms of this agreement by commencing legal proceedings in another country.
9. I agree that if any part of this agreement is held invalid, unenforceable or illegal for any reason, the rest of the agreement remains in full force
10. I agree that this agreement will be binding on my family, legal assignees, administrators and executors.
11. I confirm that all members are of the required age to participate in ASW's activities including minors.
12. I have read and understood this risk disclosure.

Initials