

WANAKA JET 2023 LIMITED trading as WANAKA RIVER JOURNEYS

Terms, Conditions and Risk Disclosure

A. Wanaka River Journeys (WRJ) undertakes adventure activities involving Jet Boating, Packrafting and Wilderness Walking (activity). These activities may also involve helicopter and/or 4WD activities. Each of these adventure activities involves risks and hazards which cannot be fully removed and that by participating in the activity provided by the operator you are expressly assuming those risks personally and are, to the maximum extent permitted by law, releasing the operator and its officers and employees from any liability, claims, losses, damages or expenses caused by any event including, but not limited to:

- Personal injury or death
- Property loss or damage
- Acts which may be construed as negligent or accidental
- Any other loss, damage, suffering, emotional or nervous disorder
- The actions of other people including other participants
- Weather conditions
- Terrain hazards including obstacles such as: slips, rocks, logs, banks, uneven ground, water, and overhangs
- Equipment failure
- PACKRAFT ONLY: Flipping out of the packraft & submerging in cold water, hypothermia, impacting on rocks, floating into natural hazards such as trees in the river, slipping on uneven ground, drowning

1. In participating in the activity, I the passenger agree to the conditions set out as above and consent to the conditions in clauses 1 to15.

2. I understand that participating in any of the WRJ activities involves risk and hazards. I am aware of the risks and hazards involved and in my judgment I have sufficient competence and ability to participate safely in the Activity. I willingly accept the risks involved.

3. I agree to follow the instructions given to me by WRJ guides and personnel at all times. I understand that any failure to comply with their instructions may lead to me being removed from the Activity at any time.

4. I certify that I am physically fit and am capable of participating in the activity. I have disclosed to WRJ any medical condition or mobility impairment that could affect participation in the activity, or which may be aggravated by this activity. I certify that I am not under the influence of any substance, including drugs or alcohol, that could adversely affect my ability to participate in the Activity or endanger any other person. WRJ reserve the right to turn away any customer deemed not fit for WRJ activities as described above.

5. I will at all times during the Activity wear such safety equipment that is required by WRJ staff.

6. If I am responsible for a person under the age of 18, I acknowledge that I am responsible for ensuring that the underage person complies the guides instructions and with clauses 1-15.

7. I consent to receive any medical treatment that may be deemed necessary in the event of injury, accident or illness during the activity and to indemnify the operator against any claims in respect of this treatment.

8. I agree that any films, sound, video or other recordings taken of or during the activity will not be used in any promotion or advertising without the prior consent of the operator, however the operator may use such recordings of itself at its complete discretion without any prior approval and I waive all rights to any payment for this.

9. I hereby indemnify and hold harmless WRJ from any and all liabilities, claims or actions, including liability for death, disability, personal injury, property damage, property loss or theft, which may arise, at any time, from or in connection with, directly or indirectly, my participation in the Activity.

10. I agree that this form is binding on myself and I agree that my successors, executors, administrators and next of kin are bound by these terms and conditions.

11. I agree that neither myself or my successors, executors, administrators or next of kin will not commence any litigation or proceedings in any country in relation to the risks and perils set out in A above and to indemnify the operator against any such claims.

12. The operator and or selling agent accept no responsibility for any loss or additional expenses arising from changes, delays or cancellations of the services and activities of the operator.

13. Cancellation by the operator - The operator reserves the absolute right to cancel or amend any service as a result of weather conditions, insufficient reservations or any other unforeseen event or circumstances.

14. Cancellation by the customer:

a. Up until 48 hours prior to the time and date of pre-paid travel the customer may change or even totally cancel the booking.

b. Within 48 hours no refund will be provided.

c. In the event that a prepaid reservation is not utilized by the customer without any notification to the operator no reimbursement will be given.

15. Refund policy:

a. The operator reserves the right to assess cancellations on a case by case basis and any decision on refunds is entirely at the discretion of the Operator.

b. Refunds for bookings made through an agent or third party website are subject to their terms and conditions.