



PARTICIPANT RELEASE & WAIVER

Throne Brown & Cochrane Limited trading as **ECO ADVENTURES WANAKA, ADVENTURE WANAKA and STARGAZING WANAKA** ("Eco Adventures Wanaka")

For the purposes of this Participant Release & Waiver, Eco Adventures Wanaka includes their assignees, licensees, owners, officers, directors, trustees, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, contractors and representatives and all other persons or entities associated or involved with the activities.

Risk Disclosure & Participant Waiver – Acknowledgement of Risk and Personal Responsibility

I acknowledge that participation in the outdoor and adventure activities provided by Eco Adventures Wanaka involves **inherent risks, including the possibility of injury or death**. These may include, but are not limited to, risks arising from:

- Uneven terrain, weather changes, slips, trips and falls.
- Boat transport on Lake Wānaka, including risk of capsizing or immersion.
- Vehicle and Helicopter access to alpine environments.
- Environmental exposure (sun, wind, cold, altitude).
- Remote locations with limited or delayed access to emergency services.

I understand that while **Eco Adventures Wanaka** takes **all reasonable and practicable steps** to ensure my safety, including maintaining equipment, training guides and staff, and following externally audited safety procedures, **residual risks** remain in these natural environments and Eco Adventures cannot assure your safety or eliminate all risks.

I **freely and voluntarily assume** all such risks, both known and unknown. I understand that my participation in the activity is voluntary, I elect to participate in spite of the risks, and I acknowledge I am responsible for my own safety during the activity. Guides and staff are available to assist, but I must take appropriate measures to ensure my well-being.

Participant Responsibilities

By signing this waiver, I agree to the following conditions:

- I will comply with all instructions and safety directions given by Eco Adventures Wanaka staff and guides. If I have any questions or concerns I agree to communicate them.
- I confirm that I am **medically fit** to participate in this activity and have no medical issues that could cause harm to myself or others during the activity. I have **disclosed any relevant health conditions, allergies, or dietary requirements** to Eco Adventures Wanaka.
- I authorise Eco Adventure Wanaka or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs

associated with that care and transportation. I agree, to the release (to or by Eco Adventures Wanaka, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes).

- I understand that **it is my responsibility to carry any necessary personal medication**, including asthma inhalers, EpiPens, or other essential items.
- I confirm I am free of the influence of drugs and/or alcohol.
- I understand that failure to follow guide instructions, being considered under influence of drugs and/or alcohol (legal or not) or engaging in unsafe behaviour may result in my removal from the activity, without refund.
- I acknowledge that the guides/staff has the right to determine if I can advance with the activity at any time, based on my competency level or who is in the guides/staff opinion likely to endeavour themselves or others.

Limitation of Liability

I acknowledge that:

- This activity is offered under the **Health and Safety at Work Act 2015**, which requires both the operator and the participant to take responsibility for safety.
- The **Consumer Guarantees Act 1993** entitles me to services that are provided with reasonable care and skill.
- To the fullest extent permitted by law, **Eco Adventures Wanaka will not be held liable** for any loss, injury, damage, or accident (to person or property) that occurs due to events outside of its control, or as a result of my own actions, negligence, or failure to follow instructions.
- I agree to waive all claims I may have against Eco Adventures Wanaka and agree that neither I, nor my estate, heirs, assigns or beneficiaries nor anyone else acting on my behalf, will make a claim against Eco Adventures Wanaka for any injury, death, damage or other loss I may suffer.
- I hereby indemnify and hold harmless Eco Adventures Wanaka with respect to any and all claim/s brought by or on behalf of me, my spouse, a family member, a co-participant or any other person, for any injury, death (including claims related to emergency medical, drug and/or health issues, response, assessment or treatment) damage or other loss in any way connected with my participation in the activity, negligence, whether passive or active, of Eco Adventures Wanaka, any breach by Eco Adventures Wanaka of statutory duty and/or use of any equipment, facilities or premises, howsoever caused.

Parental or Guardian Consent

Parental/Guardian Consent and Authority: As the parent/guardian, I declare that I am 18 years or older and have read, understood, and accept the above terms and conditions on behalf of the participant. If I am not the legal parent or guardian, I confirm that I have been given the authority to sign this form on behalf of the participant. If my authority/guardian status is challenged or found invalid, I will defend and indemnify Eco Adventures Wanaka to the fullest extent allowed by law, just as if I were the participant's lawful legal guardian.

Responsibility for Minors and Disclosure: I declare that I am responsible for the health and safety of the participant under the age of 18 and give my consent for them to take part in the activity. In addition, I confirm I have discussed the risks with the minor child in my care, and the minor child understands the risks and this release.

Throne Brown & Cochrane Limited - Eco Adventures Wanaka

Risk Disclosure & Participant Waiver – 2025/2026

Tour Name:

Date of Participation:

	Name	Signature
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