



## Release from liability and waiver of all claims ("Waiver")

**WARNING:** Under New Zealand law, it is extremely unlikely that you will be able to sue anyone if you are injured. New Zealand's Accident Compensation Scheme ("ACC") provides limited assistance for injury. It is strongly recommended that visitors to New Zealand have full insurance covering injury, illness and cancellation prior to taking part in this activity.

**It is a condition of your participation in any and all activities with Snowmoto Limited ("Snowmoto") that you read, understand and accept this document. By signing this document you are deemed to have read, understood and accepted this document and declare, acknowledge and agree as follows:**

For the purposes of this document:

- a. "Snowmoto" means and includes all management, employees and contractors; and
- b. "Activity" means and includes all arranging, facilitating and provision of snow biking activities for Snowmoto Limited.

### ACCEPTANCE AND ACKNOWLEDGEMENT OF RISK

1. I declare that:
  - a. I am over 18 (eighteen) years of age;
  - b. I am aware that snow bike touring, renting a snow bike and all associated Activities involved with snow biking expose me to many risks, hazards and dangers (both known and unknown).
  - c. Risks include, but not limited to:
    - i. Weather conditions – which may be extreme and can change rapidly without warning;
    - ii. Terrain – the terrain being travelled may not be safe for winter travel and there is the possibility of avalanches occurring;
    - iii. Trees, rocks, and variable snow conditions;
    - iv. Impact or collision with other snow bikes, grooming devices and/or skiers;
    - v. Falls from the snow bikes;
    - vi. Becoming lost or separated from the group;
    - vii. Negligence on behalf of other snow bikers and/or skiers, or of Snowmoto.
2. In consideration of being permitted to participate in any Activity with Snowmoto, I acknowledge that:
  - a. I accept all risks, hazards and dangers to which I may be exposed and acknowledge the possibility that I may suffer loss resulting from my participation in this Activity;
  - b. Personal injury, death, illness, property damage or property loss may result from the risks inherent in winter travel and related Activities, or from the negligence or faults of Snowmoto;
  - c. I am freely and voluntarily assuming all of the risks and hazards and I am participating in the snow bike tour and/or rental as provided by Snowmoto entirely at my own risk;

### AGREEMENT TO EXERCISE DUE CARE

3. I further agree to act responsibly and prudently in said activities which includes:
  - a. Using common sense;
  - b. Following and obeying the guides and guide instructions;
  - c. Doing regular check-ups and inspections of the snow bike and/or any other equipment or material provided, in order to prevent any mishap or accident.
  - d. Not using any equipment or participating in any tour under the influence of alcohol, drugs, medication, extreme fatigue or jet-lag;
  - e. Causing no willful damage.
4. I am aware that:
  - a. I do not have to ride in terrain, conditions or situations I am not comfortable with, or capable of traversing, and agree that in such situations I will stop my vehicle and alert my guides of such;
  - b. In such situations, I may choose to return to base and forfeit any refund or compensation.
  - c. A guide may withdraw me from the Activity at their discretion if they believe, for any reason that:
    - i. I am unable to complete the Activity safely due to physical incapacity or inexperience;
    - ii. I am affected by the consumption of alcohol or other drugs;
    - iii. I am a hazard to myself or any other person or property;
    - iv. A language barrier is compromising the safety of myself or others;
    - v. My behavior is negatively affecting the enjoyment of others doing the activity; or
    - vi. Any other reason.
  - d. If a guide withdraws me from the Activity, Snowmoto will not be obligated to offer any refund.

### MEDICAL CONDITIONS

5. I confirm that I have no known medical conditions and am taking no medications that could affect my ability to ride a snow bike;
6. I understand I am required to inform my guide or rental staff prior to trip departure of any changes in my medical conditions or relevant medications.

#### INSURANCE

7. I certify that I have adequate insurance to cover any injury and/or rescue evacuation that may arise while involved in the said Activities, or else I agree to bear the costs of such injury and or rescue evacuation myself;
8. I acknowledge that in the event of an accident, rescue and medical treatment may not be immediately available. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
9. I consent to receive medical treatment in the case of injury, accident or illness during the Activity, and to indemnify Snowmoto against any claims in respect of such treatment.

#### USE OF EQUIPMENT

10. I agree to pay for all and any damage, loss or third party damage caused to Snowmoto's snow bikes, equipment and materials, as per prices from official dealers or repair quotes from Snowmoto's chosen repairer.
11. I have taken notice and accept that I am responsible for full damages, regardless of fault.
12. Snowmoto will provide me with the safety equipment they believe at their discretion I require or that which I request for the Activity. I agree:
  - a. To pay for the rental of any such safety equipment;
  - b. To take care of that equipment while it is in my possession;
  - c. To return the equipment to Snowmoto in the same condition that I received it in; and
  - d. That if I damage the equipment, I am liable to reimburse Snowmoto for its replacement or repair.

#### RELEASE OF LIABILITY AND WAIVER OF CLAIMS

I hereby agree that to the fullest extent permitted by law:

13. I voluntarily waive, release, discharge, indemnify and hold harmless Snowmoto from any and all claims, actions, proceedings, costs, expenses, losses or liabilities for (but not limited to):
  - a. Death;
  - b. Personal injury (including serious harm);
  - c. Suffering;
  - d. Partial or permanent disability;
  - e. Property damage;
  - f. Medical or hospital bills;
  - g. Changes to or disruption to travel plans;
  - h. Emergency travel;
  - i. Theft or damage of any kind, including economic loss;
  - j. Any act or omission of Snowmoto;
  - k. Any negligence by Snowmoto;
  - l. Any defect in the provision of goods and/or services by Snowmoto; and/or
  - m. Any delay in the completion of any Activity.

That may arise directly or indirectly as a result of participating in any Activity with Snowmoto, either now or in the future.

14. This is subject to any rights or remedies that I may have under the Consumer Guarantees Act 1993, or any other relevant New Zealand law.
15. In entering into this agreement I am not relying on any oral, written or visual representations or statements made by Snowmoto with respect to the safety of operating a snow bike.
16. This agreement shall be governed by and interpreted in accordance with the laws of New Zealand. Any litigation involving the parties in this agreement shall solely be brought forth within New Zealand.
17. I will comply with all the terms and conditions of this Waiver.
18. I have read and fully understood the contents of this agreement prior to signing it., and I am signing it willingly.
19. I agree that this agreement will be binding on me, my successors, heirs, next-of-kin, executors and administrators.
20. I authorise the use of my name and any audio, image or video taken during the Activity for any educational purpose, Snowmoto communication, promotion or advertising and I waive all rights to any payment for this.

Each client must sign this Waiver.

Adult clients must disclose the names of all other clients for whom they are responsible, and who are under the age of majority (being eighteen years of age), and sign as their parent/legal guardian.

Such parent or legal guardian hereby agrees to assume all risks, liabilities and damage caused by any such minor(s) in their care, and acknowledges that they are responsible for ensuring that the minor complies with the terms of the Waiver.

**EMERGENCY CONTACT**

In the event of an accident or emergency, this person may be contacted to provide information about your health and/or medical history. It is therefore suggested that the person you name is easy to contact, knows of your travel plans and has a good knowledge of your character and personal health record.

**FULL NAME:**

**RELATIONSHIP TO YOU:**

**PHONE NUMBER:**

**CONTACT DETAILS:**