



## RISK DISCLOSURE

### The driver/passenger agrees that before participating:

- He/she is the holder of a current motor vehicle driver's license and has been given basic instructions on how to operate the machine in use. (IF DRIVING).
- He/she is 14 years of age and a minimum of 1.4 metres tall if Karting.
- He/she is NOT under the influence of alcohol or drugs whilst in control of the vehicle.
- With any outdoor activity, there is an element of risk. The staff and management have attempted to identify and minimise the hazards of this property and have comprehensive maintenance and check systems, however the participant must be aware that there is inherent risk in participating in all of our activities. These include but are not limited to:
  - Other drivers and participants including Off Road NZ staff and contractors
  - Vehicles; both those involved in activities and others accessing the car parks and operating areas.
  - Breakages or component failure on vehicles or infrastructure
  - Falling trees and branches
  - Water hazards including ponds, ditches and water features
  - Uneven terrain
  - Other natural hazards including rain, wind, lightning, earthquake and fires.
- To ensure your safety, we ask you to listen carefully to all verbal and written instructions, and that you use the safety equipment provided. Adults accompanying any child under the age of 18 must ensure that the child follows our instructions at all times. You must indemnify Off Road NZ and our staff against any liability we incur to anyone else, resulting from your failure to follow our instructions or the failure of any child under the age of 18 to follow our instructions.
- Your agreement is also for the benefit of any owner or person in control of the land on which the activity takes place.
- We reserve the right to withdraw a person from the activity that we believe is likely to endanger themselves or others by their actions. We also reserve the right to cancel any activity if we become concerned for any reason
- While it is our policy to provide all possible care for people and for their belongings, people participate in our activities at their own risk, and thereby assume personal responsibility in the unlikely event of accident or loss. In the case of any child under the age of 18 responsibility is assumed by the accompanying caregiver.

**WARNING:** Under New Zealand law it is extremely unlikely that you will be able to sue anyone if you are injured. In addition, New Zealand's accident compensation scheme provides only limited assistance to overseas tourists who are injured. We strongly recommend that all overseas customers ensure that they have full insurance covering any injury they might suffer, including medical treatment cover, before undertaking any activities.

**EXCLUSIONS:** To the extent permitted by law, all liability for damages to property, nervous shock, or mental injury, is excluded. This exclusion is subject to any rights or remedies you may have under the Consumers Guarantees Act 1993.

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**PLEASE INFORM US OF ANY RELEVANT MEDICAL CONDITIONS BEFORE COMMENCEMENT OF ACTIVITIES. e.g. heart conditions, epilepsy, pregnancy, asthma etc...**