



## Glacier Explorers – Terms and Conditions

With every adventure activity there is always an element of risk. These risks may include but are not limited to:

- the risk of cold water immersion;
- the risk of losing your property (e.g. cameras, clothing, etc);
- the risk of you missing your pre-booked travel; or
- the risk of personal injury.

While we at Aoraki Mount Cook Alpine Village Limited trading as 'Glacier Explorers', (hereafter "GE", "the Company", "we", or "our") comply with and adhere to a comprehensive safety operation plan for our activities and do our utmost to provide you with the safest and highest quality experience, we cannot absolutely guarantee your personal safety or the safety of your property whilst on the GE tour.

Accordingly, it is imperative that you read, understand and acknowledge the following Terms and Conditions:

1. You declare and confirm that you are physically fit and do not suffer from any known medical conditions, injuries or any condition, medical or otherwise, that could affect your ability to participate successfully in the tour.
2. You agree to assume all risks of participating in the tour and release from liability and hold harmless GE (including its representatives, employees, associates, agents and any known affiliates including the Department of Conservation) from any liability whatsoever in connection with any matter relating to your participation in the tour which may give rise to damage to property, accident, injury, death or loss of any nature.
3. You agree to comply with all instructions given to you by GE representatives in respect of your participation in the tour and related events.
4. You acknowledge that GE representatives reserve the right, at any time and at their sole discretion, to refuse any person participating in the tour or in the event that a particular tour has already commenced, continue participation in the tour; should the GE representative believe a person's physical fitness or any other condition/status may pose a risk to that person's or to any other person's safety, wellbeing and comfort.
5. You acknowledge that GE representatives reserve the right, at any time and at their sole discretion, to refuse any person participating or continue participating in the tour should the GE representative believe that a person's physical fitness or any other condition/status would or is likely to prevent that person from undertaking the walking segment of the tour at a reasonable pace.
6. Prior to commencing any trip and in particular; prior to leaving The Hermitage for any trip, you agree to disclose to GE representatives if you have any medical or other conditions which requires or may require ongoing or periodic monitoring or medical treatment. Furthermore, prior to commencing any trip, even if you do not have any known medical conditions, you must disclose to GE representatives if you feel unwell or are experiencing any personal discomfort.

7. In the unlikely event of a medical emergency or safety related event, such as injury, accident or illness, you give consent to receiving any form of medical treatment which may be deemed necessary to treat you at the time.
8. You understand that GE may amend the Terms and Conditions contained herein from time to time and at any time. Engaging in GE activities after the Terms have been amended means you accept the amended Terms.
9. You understand that by accepting the Terms and Conditions contained herein, you agree to not commence any legal action in any country against GE or any of its agents, employees, associates or related companies.
10. You agree to indemnify GE against any and all claims that you or any of your family members or associates, or any one or more of your executors, heirs, next of kin, successors, assignees, or administrators, may assert upon GE and against any costs including legal fees that may be incurred as a result of any such losses, death, injury, damages, claims or expenses.
11. You acknowledge that the use of the GE services, activities and facilities under these Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand.
12. At GE, we take your privacy very seriously. Any information we collect about you is used to help you access the services or acquire the goods and services that GE provides more easily. All personal information is collected on a strict confidential basis. No personal information will be disclosed to a third party except in the following limited circumstances:
  - (a) Where you have given us your consent for the disclosure of that information;
  - (b) Where you would reasonably expect for the information to be disclosed for a specific purpose, or for any other purpose which is directly related to the purpose specified by you; or
  - (c) Where we are required by the laws of New Zealand to disclose the information.
13. You understand that any photographs or images that we take of you during the GE tour may be used by GE in their promotional material, including on the GE website.
14. You acknowledge that you have read and understood the Terms and Conditions contained herein and agree to be bound by them.

<b>If the participant is under 18 years of age, a parent/guardian signature is required</b>	
Participant Full Name:	Signature:
<small>PLEASE PRINT</small>	
Parent/Guardian Name:	
<small>PLEASE PRINT</small>	
Nationality:	* AGE OF THE CHILD is
Date:	Trip Time:
Contact Person/s: (in case of an emergency)	