

RONGOHIWA WATERSPORTS
YOUR RELEASE, WAIVER AND INDEMNITY

**IN THIS AGREEMENT RONGOHIWA LIMITED IS REFERRED TO AS "WE" AND "US", YOU ARE REFERRED TO AS "YOU".
PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY.**

WE ALLOW YOU TO PARTICIPATE IN OUR ADVENTURE BOAT RIDE ONLY IF YOU SIGN THIS RELEASE, WAIVER AND INDEMNITY IN OUR FAVOUR.

OUR TOUR IS ADVENTURE TOURISM. IT INVOLVES A HIGH SPEED BOAT RIDE OVER OPEN OCEAN WATERS THAT MAY BE ROUGH. THE BOAT WILL EXPERIENCE RAPID ACCELERATION AND DECCELERATION. IT WILL MAKE UNANNOUNCED EXTREME TURNS AND OTHER 'THRILL-SEEKING' MANOEUVRES. YOU WILL BE EQUIPPED WITH A LIFEJACKET THAT YOU MUST WEAR AT ALL TIMES. YOU MUST ALSO REMAIN SEATED WITH YOUR FEET PLACED SECURELY ON THE BOAT DECK, HOLDING YOUR SEAT HAND BARS AT ALL TIMES WHILE THE BOAT IS IN MOTION. OTHER ACTIVITIES THAT MAY BE CARRIED OUT DURING THE TOUR INCLUDE WHALE WATCHING, SWIMMING, SNORKELLING, AND BANANA BOATING.

YOU ACCEPT THESE ACTIVITIES INVOLVE SOME RISK OF INJURY (AND EVEN DEATH) TO YOU AND THAT WE GIVE NO PROMISE THE TRIP IS NECESSARILY SAFE FOR YOUR OWN LEVELS OF PHYSICAL OR EMOTIONAL HEALTH. LIKE ANY HIGH SPEED WATERBORNE ACTIVITY BOTH YOU AND YOUR BELONGINGS ARE LIKELY TO GET WET OR EVEN IMMERSSED IN SEAWATER.

WE WILL RETURN YOU TO THE POINT OF DEPARTURE IF YOU WISH TO TERMINATE THE TRIP, BUT NO REFUNDS ARE GIVEN ONCE THE TRIP HAS STARTED.

WE RESERVE THE RIGHT, IN OUR ABSOLUTE DISCRETION, TO REFUSE TO ALLOW YOU TO PARTICIPATE IN THE RIDE OR TO REMOVE YOU FROM THE RIDE FOR BREACH OF THE TERMS AND CONDITIONS OUTLINED IN THIS WAIVER OF LIABILITY OR IF WE OTHERWISE DETERMINE IT APROPRIATE TO DO SO. WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND IF YOU ARE REMOVED FROM THE RIDE FOR ANY REASON.

WE NOW ASK YOU TO GIVE US YOUR RELEASE, WAIVER AND INDEMNITY.

In return for Us letting you participate in Our trip, You now personally assume all risks in connection with your participation, for any harm, injury or damage You or your belongings might suffer while participating or as a result of participating in Our trip. You also personally assume all related risks, whether foreseen or unforeseen and whether or not they are caused in any way by the negligence (active or passive) of any party, including the Released Parties referred to below and you waive and release all the Released Parties from all liability.

You understand and agree that neither We, nor Your boat driver or any other crew member nor any of Our other employees, officers, agents or assigns (collectively the "Released Parties") will be liable or responsible in any way for any injury, death, or other damages to You, to any passenger or Your (or their) family, heirs, or assigns or to the belongings of any person that may occur as a result of Your participation in Our trip and/or your travel on our boat, whether or not that happens as a result of the negligence (active or passive) of any party, including You, Us and/or any of the Released Parties.

In addition You indemnify all of the Released Parties from any claim or lawsuit by You, any of Your family, estate, heirs, or assigns or any third party, that relates to Your participation in Our trip or presence on our boat or as a result of the negligence (whether active or passive) of any party, including the Released Parties.

In addition you give Us a full release and licence to use (without charge) your image in connection with the promotion of our business and in connection with all media in which that promotion occurs.

This document is governed by the laws of the Cook Islands and You agree that all litigation regarding any claim will be brought in the High Court of the Cook Islands.

You state that You are 18 years of age or over, are of good health and legally competent to sign this liability release, or if below that age your parent or guardian has countersigned this Agreement below.

I HAVE READ THE TERMS AND CONDITIONS OF THIS RELEASE, WAIVER AND INDEMNITY AND I NOW AGREE TO THEM.

IN SIGNING THIS AGREEMENT, I, FOR MYSELF AND MY HEIRS AND EVERYONE ON WHOSE BEHALF I SIGN THIS DOCUMENT, RELEASE AND INDEMNIFY ALL THE RELEASED PARTIES DESCRIBED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER THAT MAY BE CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF ANY RELEASED PARTY, WHETHER ACTIVE OR PASSIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT.

PRINT NAME _____

SIGNATURE (parent or guardian if minor) _____

DATE _____