



E-Ko Tours Swimming with Dolphins – Swimmers only

Risk Disclosure and Customer Declaration – Understanding the Risks

In any adventure activity there is an element of risk. **At all times** you must follow our instructions and use the safety equipment provided.

The staff and management of E-ko New Zealand Limited take all practicable steps to identify and minimise potential dangers.

Provided E-ko New Zealand Limited comply with all legal requirements and act with reasonable care and diligence, E-ko New Zealand Limited and its staff is not liable for any injuries or death that may occur on our tours

Customer Declaration

- I accept that this adventure activity inherently involves risks and potential hazards. The risks and hazards in undertaking this activity include, but are not limited to, things such as personal injury, risk of drowning and risk of personal property damage or loss.
- I acknowledge that these risks could result in my injury (physical or mental) or even death.

Medical/Health Conditions

- I have informed the staff of E-KO New Zealand Limited (or will prior to undertaking the activity via our issued questionnaire) of any medical conditions, previous injuries, and any medication I am currently taking which may affect my ability to undertake the activity.
- I confirm that I am physically fit and able to participate in the activities and I have not been advised otherwise by a qualified medical person.
- I consent to receive any medical treatment that may be deemed necessary by E-KO New Zealand Limited in the event of injury, accident or illness while undertaking these activities
- I understand that it is my responsibility to disclose any conditions (health or otherwise) that may affect the safety and enjoyment of myself and those around me.

Drugs/Alcohol

- I confirm that I am not under the influence of intoxicating drugs or alcohol (be they legal or illegal) which may in any way impair my ability to undertake the activity

Conditions of Participating in this Activity

- I agree to obey the rules set out by E-KO New Zealand Limited and follow all instructions, at all times, given by the guide, (or a representative of E-Ko New Zealand Limited)
- I accept that if I do not adhere to the instructions and rules, or if I act dangerously, recklessly or in a way that might endanger myself, others, or the any wildlife encountered, that E-KO New Zealand Limited may remove me from the activity. If this occurs, I acknowledge I will not receive a refund.
- I accept that E-KO New Zealand Limited reserves the right to cancel this activity if it becomes concerned for my safety, the safety of another person or the safety of wildlife encountered.
- I agree to wear the appropriate provided equipment and use/wear all safety clothing and equipment (as required by the guide) when participating in this activity.



Limited liability of E-KO New Zealand Limited

- I understand that if I act recklessly or intentionally, and do not follow the rules or instructions set out by the guide, and which I have been made aware of, E-KO New Zealand Limited will not be held responsible for any injury, damage, or loss I cause to myself/my property,
- I release or indemnify E-ko New Zealand Limited and their staff against any liability incurred to anyone else, resulting from my failure, or the failure of any person accompanying me under the age of 18, to follow their instructions.
- I agree that to the extent permitted by law: All liability to any damage to my property, disruption to my travel plans, or mental injury is excluded.

Damage to property and equipment

- If I damage/lose any of the clothing and equipment, or other property owned by E-KO New Zealand Limited I agree to pay E-KO New Zealand Limited all costs associated with repairing the damage/replacing the item

Marketing

- I give E-KO New Zealand Limited permission to use all photos and video taken of me (and any person accompanying me under the age of 18) during the activity for promotional and social media purposes.

E-KO New Zealand Limited strongly recommend that all visitors to New Zealand have full insurance covering any injury they may suffer, including medical treatment cover, before undertaking this activity.

As with any wildlife experience there are no guarantees of success. In the unlikely event that we are unable to locate dolphins or any other marine mammals, there will be a partial refund to a minimum operational charge.

PARTICIPANT SIGN-OFF

I agree that by signing this 'Understanding the Risks and Declaration:

1. I accept there are inherent risks and hazards associated with participating in the activity and I understand what these risks are (including serious harm and death)
- 2 I am physically and mentally fit to participate and there is nothing I am aware of that will affect my ability to safely participate in or impact the safety of other participants
3. I acknowledge that I have read and understood the above declaration, terms, and conditions & refund policy
4. I wish to proceed with this activity at my own risk

When signing on behalf of anyone (e.g., children) I confirm I have complied with my obligations as outlined in the terms and conditions.