

Vector Wero Whitewater Park Information and Acknowledgement Form

Before you will be allowed to participate in any activity in the Park you must complete this form. However, your participation in any activity always remains at the discretion of the Park. Anyone under the age of eighteen (18) years old will need to have his/her parent, guardian or another responsible adult complete countersign and/or fill up this form for him/her. If you are a regular user of the Park (for example, you hold an annual pass) you must let the Park know if your personal information changes, and you must complete a new form. Please ask the Park's reception staff for a new form.

1. ACTIVITY DETAILS

Date:	
Intended activity:	

2. YOUR PERSONAL DETAILS

Name of participant	
Date of birth	
Weight	
First language (every day use)	
Do you intend to use any of your own craft/equipment at the Park?	Yes / No If yes , please list here:
Contact person in the case of an emergency	Name: Contact telephone number: Relationship to you:

3. YOUR PHYSICAL/MEDICAL INFORMATION

Yes No Do you have any **physical condition** that might affect your ability to participate in the activity and/or inform any first aid or emergency medical treatment that you may require? E.g. any physical disability, psychological condition or limitation that might impair/restrict movement, or affect your ability to communicate with others?

If yes, please describe the nature of that physical condition and its effect on you:

Yes No Do you have any **medical condition** that might affect your ability to participate in the activity and/or inform any first aid or emergency medical treatment that you may require? E.g. asthma, diabetes, drug allergies, epilepsy, haemophilia, heart condition, hypertension, pregnancy?

If yes, please describe the nature of that medical condition and its effect on you:

Yes No Have you consumed any alcohol and/or taken any drugs in the last twelve (12) hours? **If yes, please list here:**

Yes No Are you currently on any medication? **If yes, please list here:**

4. YOUR PRIVACY

The personal information the Park collects about you will be held by the Park's owner, being the Second Nature Charitable Trust, 770 Great South Road, Manukau City, Auckland, New Zealand. Your personal information is being collected so that the Park can provide services to you and keep you and others safe. If you do not provide this information the Park may not be able to provide services to you and/or you may not be allowed to participate in certain activities. Your personal and medical information will be shared with Park staff, and any medical practitioner, ambulance officer, or other person involved or associated with any first aid or medical treatment or assistance that you may require (regardless of whether treatment is actually given). If you opt in to receiving further information from the Park via electronic messages such as email, text and SMS about special events, offerings, and Park updates (see below), your personal information will also be used by the Park for that purpose. You have the right to access and request correction of any personal information about you held by the Park. For that purpose, please contact the Park's Privacy Officer at online@pacific.org.nz.

5. ACKNOWLEDGMENT

I have read and understand the Vector Wero Whitewater Park terms and conditions (see reverse) and I will comply with all of them, all signage, and the instructions and directions of the Park and/or Park staff at all times. If I am completing this form for a person under eighteen (18) years old I confirm that I am that young person's parent or guardian or that I am otherwise responsible for him/her while at the Park.

Yes No I would like to receive further information from the Park via electronic messages such as email, text and SMS to keep me up to date with special events, offerings, and Park updates.

Email address: _____ Mobile No: _____

Yes No Second Nature Charitable Trust may occasionally film or take photo of participants for publicity purposes, which may include reproducing images on the Trust's, the Park's and/or Partners websites or social media pages or accounts ie Facebook, Instagram, YouTube, etc. I agree to the use of photos or footage that includes myself, my child, or my group.

Participant name: _____ Date: _____ Signature: _____

For participants under eighteen (18) years old, your parent/guardian is required to countersign the below:

Parent/Guardian: _____ Date: _____ Signature: _____

Vector Wero Whitewater Park Terms and Conditions

You are entering into an area and activity that involves risks. For the Park to manage risk the Park needs your help, cooperation and common sense. This way everyone has a safe and fun time. If you are booking for others you must share these Terms and Conditions with them. These Terms and Conditions apply to all purchases and to all people entering the Vector Wero Whitewater Park. If you are unsure as to whether you are able to take part in any activity, or you have any questions concerning these Park Terms and Conditions, please contact the Park before booking. For the purposes of these terms "Park" means Vector Wero Whitewater Park, and "You" means the customer, being any person taking part in or viewing any activity at the Park.

1. Important Notices

- 1.1. By entering the Park, you have accepted, and agreed to comply with, these Park Terms and Conditions.
- 1.2. Once within the Park, areas of still and moving water are exposed i.e. no fences just like in nature.
- 1.3. Canoeing, kayaking, rafting and other activities available at the Park carry inherent risks. These include but are not limited to cuts, abrasions, sunburn, impact injuries, physical exertion, dehydration, inhalation of water, the potential for physical contact with other persons and/or canoeing, kayaking and rafting equipment, ejection from the water craft, and physical contact with water course infrastructure. This may result in injury or even death.
- 1.4. To take part in the activities available at the Park you must be in good physical and psychological health and able to undertake and successfully complete the relevant activity assessment. However, your participation in any activity remains at the discretion of the Park. You must disclose to the Park any medical, physical or psychological conditions that may or will affect your ability to participate in the activity and/or inform any first aid or emergency medical treatment that you may require. You authorise the Park to share your personal and medical information with Park staff, and any medical practitioner, ambulance officer, or other person involved or associated with any first aid or medical treatment or assistance that you may require, regardless of whether treatment is actually given.
- 1.5. All freedom white water kayaking participants are required to pass the Park competency assessment prior to being permitted onto the white water courses.
- 1.6. In making a booking on behalf of a group, you are responsible for ensuring all group members comply with these Park Terms and Conditions and are aware of the inherent risks.
- 1.7. You will only be allowed to participate in the activity if the required safety equipment fits you properly, as determined by the Park.
- 1.8. Buoyancy aids must be worn for all water activities. The buoyancy aids fit chest sizes between sixty-nine (69) centimetres and one hundred and twenty (120) centimetres.
- 1.9. Please note that standard buoyancy aids may not support weights in excess of one hundred and twenty (120) kilograms for all water activities. Customers over one hundred and twenty (120) kilograms must contact Park staff before booking to discuss other options available.
- 1.10. Park staff can assist any customers who have questions regarding sizing and the fitting of safety equipment. Please call the Park to discuss any questions you may have before booking.
- 1.11. The Park will try to meet customer requests for grouping individuals together for white water rafting, however this cannot be guaranteed. To ensure a group of individuals will not be split up, customers must charter a whole raft.
- 1.12. Please note that if you fail an activity assessment or stop participating in an activity at any time, you will not be entitled to a refund.
- 1.13. Vector Wero Whitewater Park takes safety seriously and has an approved Safety Management System in place.

2. Children and Young People

- 2.1. Children thirteen (13) years old and under must be accompanied by his/her parent/guardian or another responsible adult at all times throughout their visit to the Park.
- 2.2. A Parental/Guardian/Responsible Adult must countersign the Information and Acknowledgement Form of all participants under eighteen (18) years old before the activity can take place. If this form is not submitted, the booking will be cancelled.
- 2.3. Age restrictions apply to the following activities. Age is at the time activity takes place and ages are a minimum.
 - 2.3.1. Grade 3-4 white water rafting – aged thirteen (13) years and above.
 - 2.3.2. Grade 1-2 white water rafting – aged five (5) years and above; there must be a minimum of one (1) participating adult/guardian for every two (2) children aged five to seven (5-7).
 - 2.3.3. All flat water activities – aged five (5) years and above; there must be a minimum of one (1) participating adult/guardian for every two (2) children aged five to seven (5-7).
 - 2.3.4. White water kayaking – aged eight (8) years and above.
 - 2.3.5. In addition, for any activity that is not instructor-lead, a parent or guardian or another responsible adult must directly supervise a child aged five to thirteen (5-13) years at all times during the activity.

3. Payment

- 3.1. Unless by prior agreement all activities and equipment booked must be paid in full via credit card, cash or EFTPOS at the time of booking.

4. Cancellation

- 4.1. Subject to any rights that you may have under the Consumer Guarantees Act 1993:
 - 4.1.1. if you cancel your booking you will not be provided with a refund;
 - 4.1.2. should you be deemed unfit under Clause 8.4, the booking will be cancelled and you will not be provided with a refund;
 - 4.1.3. your booking/ticket cannot be given or sold to anyone else;
 - 4.1.4. your booking/ticket cannot be exchanged for another activity nor rescheduled to another time or date; and
 - 4.1.5. the Park reserves the right to cancel any activity at any time for reasons beyond the Park's reasonable control and if so the Park will refund or transfer your ticket/s.
- 4.2. The cancellation policy set out in Clause 4.1 is based on a genuine pre-estimate of loss to the Park as your booking may not be able to be re-sold to another customer at the same or any other price, and the Park will have taken steps to ensure that your booking may be serviced by the Park, including by making staffing arrangements. The cancellation policy is not intended to operate as a penalty.

5. Equipment, Instruction and Supervision

- 5.1. If you choose to use your own craft/equipment you should first ensure that the craft/equipment is safe, clean, and free of aquatic weed, of satisfactory quality and fit for the purpose of the relevant activity. If you have any concerns regarding the compliance of your equipment you should, before booking, contact the Park and you will be provided with advice.
- 5.2. The Park will also inspect your craft/equipment before the activity begins. The Park may refuse to allow you to use any craft/equipment which, in the Park staff's opinion, is not safe, clean, free of aquatic weed, or of satisfactory quality and fit for the purpose of the relevant activity.
- 5.3. The training and instruction you will receive from Park staff is specific to the Park environment. The Park does not represent, warrant, or guarantee that the skills learnt on any Park activity will be transferable to any other activity, which will occur in a different environment and therefore carry different risks.
- 5.4. All forms and safety briefings are provided in English and completion is compulsory. In order to safely participate in any activity at the Park, you must be able to understand the forms and briefings in full. Park staff may determine that you are unable to participate in the activity safely if you are not sufficiently proficient in English. If you feel you do not understand any aspect of the safety briefing given to you, please let the Park staff know immediately.

6. Respecting our staff and other customers

- 6.1. In booking and participating in any Park activity you agree to follow all signage and the instructions and directions of Park staff.
- 6.2. If you do not act in accordance with these Park Terms and Conditions, you may be required to leave the Park without any entitlement to a refund.
- 6.3. Unsafe, dangerous or otherwise threatening behaviour will not be tolerated. If you are part of a group which causes a disturbance, the group will be treated as one and Park staff have the right to remove the whole group from the Park and no refunds will be given.

7. Your personal property

- 7.1 You are not encouraged to bring valuables of any kind into the Park. It is at your discretion if you choose to use any storage area/lockers that may be available.

8. Park policies and information

- 8.1. Pregnant women are not allowed to participate in any white water and/or flat water activity.
- 8.2. Smoking (including electronic cigarettes or any other artificial cigarettes or smoking devices) is not permitted anywhere within the Park, which includes the car park and all external areas.
- 8.3. No BYO alcohol is permitted.
- 8.4. Any person suspected to be under the influence of alcohol and/or drugs and therefore unfit to participate in an activity will be refused admission and where applicable the cancellation conditions in Clause 4 of these Park Terms and Conditions will apply.
- 8.5. Swimming independently from a Park activity is not permitted.
- 8.6. The personal information the Park collects about you will be held by the Park's owner, being the Second Nature Charitable Trust, 770 Great South Road, Manukau City, Auckland, New Zealand. Your personal information is being collected so that the Park can provide services to you and keep you and others safe. If you do not provide this information the Park may not be able to provide services to you and/or you may not be allowed to participate in certain activities. Your personal and medical information will be shared with Park staff, and any medical practitioner, ambulance officer, or other person involved or associated with any first aid or medical treatment or assistance that you may require (regardless of whether treatment is actually given). If you opt in to receiving further information from the Park via electronic messages such as via email, text and SMS about special events, offerings, and Park updates, your personal information will also be used by the Park for that purpose. You have the right to access and request correction of any personal information about you held by the Park. For that purpose, please contact the Park's Privacy Officer at online@pacific.org.nz.