



Waiver of liability and responsibility.

Jentree MTB Ltd provides a range of services to its visitors and clients which may expose them to risk of injury. We require all riders/clients to READ, UNDERSTAND, and ACCEPT the following document outlining the terms on which we provide those services, the risks involved, and the legal limitations under which we provide them. We cannot and will not provide our services without your acceptance of these terms and conditions.

Mountain biking by its nature has an element of risk of injury (from minor to catastrophic), damage to property, and even a possibility of death. I accept that it is neither possible nor desirable to completely eliminate this risk, regardless of the care taken to manage it. I am voluntarily participating in these activities with knowledge of the danger involved, and agree to assume any and all of these risks. These activities may include bike rentals, coaching, guided tours, shuttling, transfers, or other activities.

As such, by participating in a mountain biking activity I EXPLICITLY ACKNOWLEDGE and ACCEPT that this is NOT a risk free activity, and I acknowledge that participation will include performing mountain biking skills and techniques such as cornering, braking, jumping and other physically strenuous movements required to control a mountain bike, and that I will be undertaking these actions on a variety of surfaces including trails, roads, and man-made and natural trail features, and that any of these factors may further increase risks.

- 1) **RISK MANAGEMENT:** In order to reduce and manage risk of injury I commit to the following:
 - a) Follow the coach/guide/driver instructions at all times.
 - b) Follow all posted and/announced safety rules and all rules common to mountain biking.
 - c) Communicate with the coach/guide/driver: my current skill level, my comfort level throughout the course, my fears and concerns, my doubts over any step of the progression process, any reluctance I may have about progressing another step during the course.
 - d) Inform the coach/guide/driver of any pre-existing medical conditions or health issues before commencing the course, plus advise the coach of any change in my health status during the course. This includes any impairment by drugs, alcohol or fatigue.
 - e) Taking responsibility for having my bicycle in a condition to safely undertake the activity.
 - f) Wearing appropriate safety equipment throughout the course, including a helmet and gloves at all times, and acknowledge that I have been advised that wearing knee pads, elbow pads, and a full-face helmet could reduce risk or severity of injury.
 - g) Remain in control and within your ability level. I understand I must ride in a manner to be able to avoid other people or objects at all times.

- 2) **MEDICAL HISTORY:** I certify that:
 - a) I possess a sufficient degree of physical fitness and health to safely participate in the coaching program/guided tour/mountain bike ride offered by Jentree MTB Ltd,
 - b) I understand that I am to inform the coach/guide/driver and discontinue the activity I feel undue discomfort or stress or diminished medical or health condition,
 - c) If I know or suspect that my physical condition may not be compatible with these activities I will seek medical advice before undertaking them,
 - d) I will indicate in writing below on this form any medical or health issues that might affect my ability to safely participate in this course, I also confirm that I accept the additional risks of participating in the activity with these conditions.

- 1) **DAMAGE TO EQUIPMENT:** I acknowledge that I am responsible financially for damage to equipment borrowed or rented from Jentree MTB Ltd, including damage to vehicles or other assets caused by me.
- 2) **EMERGENCY MEDICAL CARE:** In the event of a medical emergency, I authorise and give my consent and permission to Jentree MTB Ltd to provide any and all medical assistance, including but not limited to first aid, arranging treatment by medical personnel, physicians, nurses, or paramedics, and to authorize any emergency medical treatment. I further understand that in the event of a medical emergency I WILL BE FINANCIALLY RESPONSIBLE FOR ANY EXPENSES INCURRED.
- 3) **INSURANCE:** I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in Jentree MTB Ltd's programs. I acknowledge that I have been recommended to check that I have medical coverage for the activities I am undertaking as coverage of treatment under the Accident Compensation Act 2001 cannot be guaranteed.

- 4) IMPLICATIONS OF s 317(1) of the Accident Compensation Act 2001 (ACC) of New Zealand. The purpose of the accident compensation scheme in New Zealand is to abolish claims for personal damages in exchange for a social contract by which those who suffer personal injury receive a set of community-funded entitlements but in exchange they must relinquish their entitlement to sue for damages in respect of their injury. By this means the economic consequences of injury are spread across the community irrespective of where fault may lie. In simple terms this means that individuals who suffer accidents in New Zealand are legally precluded from pursuing claims for compensation for personal injury that occur in New Zealand.
- 5) I ACKNOWLEDGE that Jentree MTB Ltd may take photos or videos of events, activities, clinics or coaching sessions I participate in, and I give permission to use any and all such material for marketing, advertising, website, social media or other purposes. We respect NZ privacy laws and any images posted online will be removed by request.
- 6) I agree as follows:
 - o To undertake this activity at my own risk & assume all risk of personal injury & property loss or damage.
 - o To waive any and all claims that I have or may in the future have against Jentree MTB Ltd and its directors, officers, employees, instructors, guides, agents, representatives, volunteers, sponsors, independent contractors, subcontractors, successors and assigns and to release Jentree MTB Ltd from any liability for any loss, damages, expense or injury including death that you may suffer or that your next of kin may suffer resulting from either your use or your presence at a Jentree MTB Ltd course, or travel to or from such course.
 - o To hold harmless and indemnify Jentree MTB Ltd from any and all liability for any damage to property of, or personal injury to, any third party resulting from your use of, or presence at, a Jentree MTB Ltd course, or travel to or from such course.
 - o This agreement shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives, in the event of your death or incapacity.
 - o This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of New Zealand and no other jurisdiction

I have read the previous paragraphs and I KNOW THE NATURE OF THE ACTIVITIES of Jentree MTB Ltd. I UNDERSTAND THE DEMANDS of those activities relative to my physical condition and skill level, and I APPRECIATE THE TYPES OF INJURIES that may occur as a result of activities undertaken with Jentree MTB Ltd. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. Initial here: _____

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this waiver of liability and indemnification agreement and fully understand its terms. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I acknowledge that I am signing the agreement freely and voluntarily, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. Initial here: _____

Signature: _____ Date: ____/____/____

Full Name: _____

Date of Birth: ____/____/____

Contact email: _____

Contact phone number: _____

Emergency contact name and phone number: _____

Medical conditions: _____