

TOATOA FARM STAY & ROBERT LEE CLARK LIMITED DISCLAIMER

1. It is essential that you read and understand this disclaimer. We require each participant to read and agree with this disclaimer before commencement of the tour.
2. You must wear an approved cycle helmet while riding in New Zealand, and you must obey the road rules at all times.
3. You agree that you are physically fit and there is no health or other reason why you should not participate in the tour. If you have any pre-existing medical conditions, you must be satisfied that you are able to participate fully on the tour. Any medical issues we need to know about must be disclosed to us in writing before commencement of the tour.
4. Should you bring your own bicycle and/or helmet you must ensure they comply with New Zealand regulations. We reserve the right to refuse the equipment for the tour but we give you no warranty that we will inspect your equipment or that your equipment complies with New Zealand regulations.
5. By participating in the tour you acknowledge you are exposing yourself to key risks or potential losses including but not limited to equipment failure including failure of personal locator beacon, hypothermia, hyperthermia, becoming lost or separated, death or injury due to collisions with other bikes, pedestrians, vehicles and objects such as trees, poor maintenance of bike, falling off your bike due to loss of control, excessive speed, technically difficult terrain or a slippery surface.
6. You acknowledge that the use of the means of transport and equipment provided and participation in the tour itself might:
 - a. cause you or someone else serious injury or death; and/or
 - b. damage your property or the property of someone else.
7. You acknowledge there is no cell phone coverage.
8. You acknowledge that you wish to take part in the tour despite all of the above risks.
9. By participating in the tour you acknowledge you are relying on your own expertise and judgment in all respects.
10. You are required to take reasonable care of your own personal effects.
11. It is your responsibility to ensure that any equipment belonging to us and provided to you is not left unattended at any time unless it is secured in an appropriate manner.
12. You agree not make any claim against us or our officers, employees or agents in respect of:
 - a. any injury or loss suffered by you or others; or
 - b. any damage or loss to any of your property or to property of others regardless of how the injury, damage or loss occurs.
13. You agree to indemnify us against all claims, damages or losses (including costs) which we incur as the direct or indirect result of your taking part in the tour.
14. Our liability for loss or damage for which we are liable is limited to the price of the tariff paid.
15. The minimum age for tour participation is 18 years.
16. Children under this minimum age must be accompanied by a parent or legal guardian over the age of 21.
17. This disclaimer is subject to the Consumer Guarantees Act 1993.
18. By agreeing to this disclaimer you are agreeing that the Courts of New Zealand will deal with any disputes which may arise between you and us, or between us and any party claiming on behalf of or through you and that New Zealand law will be the applicable law.
19. You agree that this disclaimer will be binding on your family, your heirs, your legal assigns and your administrators and executors.

Dated this day of _____ Signature:

Name (print): _____