

# FRIENDLY ISLANDS KAYAK COMPANY LIMITED

## ASSUMPTION OF RISK, LIABILITY RELEASE & INDEMNITY AGREEMENT

*This form must be read in full and signed by the participant or a parent/guardian.*

*Registration will not be confirmed without this form being completed.*

*Independent legal advice should be sought if you are unsure about the conditions and effects of this form.*

In consideration of FRIENDLY ISLANDS KAYAK COMPANY LIMITED (FIKCO) providing either as principal or agent for other parties, the following services and activities:

- Kayaking
- Sailing\*
- Boating\*
- Whale watching\*
- Any other incidental activities thereto
- Snorkeling\*
- Swimming\*
- Diving\*
- Fishing\*
- Hiking/tramping
- Bush walking
- Mountain biking
- Traditional feasts\*

(\*It is acknowledged that these activities may be sold by FIKCO as agents for other operators in addition to accommodation packages)

I acknowledge and agree as follows:

- 1 The services provided entail known and unanticipated risks that could result in physical or emotional or psychological injury, paralysis, death or damage to myself, to property or to third parties. Risks cannot be eliminated without jeopardizing the essential qualities of outdoor activities.
- 2 By voluntarily participating in any or all of the scheduled activities herein, I expressly agree to accept and assume the risks involved.
- 3 I hereby release, waive and relinquish all and any claims and legal actions of whatsoever nature against FIKCO or its directors, shareholders, employees, agents, officers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively called "FIKCO and its agents") arising
  - (a) as a result of my participation in the activities herein specified or incidental thereto; or
  - (b) my use of the equipment of FIKCO and its agents; or
  - (c) from any other matter whatsoever.
- 4 I agree to indemnify FIKCO and its agents and hold them harmless against any claims or legal actions or costs arising whatsoever.

X \_\_\_\_\_  
**Initials**

- 5 If it becomes necessary to alter or cancel all or any portion of any activity for reasons of inclement weather or for any reason beyond the control of FIKCO and its agents, I will not hold them responsible and if it becomes necessary to evacuate me for any reason I will assume all costs of the evacuation.
- 6 I understand that I am required to have certain minimum skills, capabilities and physical and mental health and fitness which are required to reduce the dangers involved in the specified activities and I certify that I have no medical or physical conditions that would interfere with my safety in any of the activities.
- 7 I understand that by signing this document, I am forfeiting important legal rights and incurring important legal responsibilities.
- 8 I agree that the terms of this document bind myself, my heirs, assigns, executors and administrators and protect FIKCO and its agents, employees, officers, directors and shareholders.
- 9 Personal travel insurance is not included in the trip cost and is a pre-requisite for trip participation. We recommend you purchase a policy that includes airfare, trip cancellation (in particular cancellation owing to severe weather), and medical coverage.
- 10 In the event I file any action against FIKCO and its agents, I agree to do so solely in the Kingdom of Tonga and the rules of law of that Kingdom shall apply.
- 11 In the case of persons under the age of 18 years, this document shall be signed on their behalf by a parent or guardian who therefore assumes all risks and responsibilities for any injury loss or damage to those persons or their property.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.  
I HAVE UNDERSTOOD THE CONTENTS AND AGREE TO BE BOUND BY ITS TERMS.**

NAME:	_____
ADDRESS:	_____
SIGNATURE:	X _____
DATE OF BIRTH:	/    /
DATE OF SIGNING:	/    /
GUARDIAN'S SIGNATURE: (if participant under 18 years of age)	_____

**IMPORTANT NOTE**

- Please ensure that you have both initialled the bottom of the 1<sup>st</sup> page and signed the 2<sup>nd</sup> page (immediately above).
- Please forward the **original** by **post** to our **NEW ZEALAND** address (PO Box 142, Waitati, Otago 9069) immediately upon confirmation of your reservation. **Photocopies or faxed copies of this legal document will not be accepted.**