RISK DISCLOSURE STATEMENT

Our activities offer unique and memorable experiences. However, like all adventure experiences they carry inherent risks that we, as an experienced operator, want to communicate clearly to all participants. By participating in our experiences, you are voluntarily assuming these risks.

Serious risks associated with our experiences include but are not limited to:

- 1. Physical Injury: Despite all safety measures in place, there remains a risk of injury. This could range from minor injuries like bruises, sprains, strains to more serious injuries including cuts, fractures, and dislocations. AJ Hackett Bungy New Zealand has never had a fatality in its history of operation.
- 2. Equipment Malfunction: While we maintain and inspect our equipment regularly and adhere to industry standards, there is always a potential risk of equipment failure or malfunction.
- 3. Natural Elements: Our experiences are often conducted in natural settings, and therefore, there are risks associated with environmental elements. This could include adverse weather conditions, water hazards, rockfalls, and earthquakes.
- 4. Emotional and Psychological Reactions: The intense nature of our activities can lead to various emotional and psychological reactions, including shock, panic, high stress, fainting & dizziness, nausea, especially for those with a fear of heights or pre-existing mental health conditions.
- 5. Pre-existing Injuries and Medical Conditions: The risk of injury may be compounded by any pre-existing injuries and medical conditions. These conditions are: High or low blood pressure High myopia Heart condition Epilepsy Broken or fractured bones/dislocations or bone disorders Fragile skin Neurological disorders Diabetes Asthma Prosthetics (includes cosmetic implants) Panic/anxiety attacks Any recent sprains/muscular injuries Disabilities/physical impairments. Please note the above list does not automatically exclude you from our activities, and the list is not exhaustive. If you have concerns about a condition not mentioned, please contact our team prior to travel. Unfortunately, we can't permit pregnant activity-seekers, or those with photosensitive epilepsy. And if you have osteoporosis, scoliosis, or a recent concussion, we'll need to see a doctor's certificate.

To minimise these risks, we:

- Conduct regular maintenance and inspections of all equipment.
- Train and certify staff who oversee all activities.
- Offer thorough pre-activity briefings and safety instructions.
- Adhere to strict weight and health guidelines for participants.

YOUR RESPONSIBILITIES:

Honesty: Be truthful about your medical history and current health status. If you have any medical conditions, injuries, or concerns, consult with your physician before participating.

Compliance: Adhere to all safety guidelines, instructions, and restrictions provided by our staff. Improper jumping techniques could result in injuries due to the sudden deceleration and acceleration forces.

Self-awareness: Understand your limits. If at any point you feel uncomfortable or unsure about participating, please communicate with our staff.

TERMS AND CONDITIONS

Yep, we know the fine print can seem a bit boring, but all this info is important stuff about your booking so please take a minute or two to review and contact us with any questions.

PRICING

All pricing is displayed and charged in New Zealand dollars and includes relevant taxes. Any promotions or discounts are applied to the RRP. AJ Hackett Bungy New Zealand reserves the right to alter published prices at any time. Child price applies to children aged 10-14 years inclusive for all activities excluding Auckland Bridge Climb 7-14 years, Kawarau Zipride 8-14 years (ages 8-9 must ride tandem with an adult) and Nevis Bungy & Nevis Catapult, no child price applicable minimum age is 13 years. Family packages are valid for 2 Adults and 2 Child.

ELIGIBILITY REQUIREMENTS

All our activities have age and weight restrictions. It is the customer's responsibility to ensure that they meet these requirements prior to purchase. Please check these details carefully for your preferred activity; Queenstown: Meeting Nevis Swing Nevis Catapult. Taupo: Taupo Swing. Auckland: Auckland Bridge Climb Sky Jump Sky Walk.

Unfortunately, we can't permit pregnant activity-seekers, or those with photosensitive epilepsy. And if you have osteoporosis, scoliosis, or a recent concussion, we'll need to see a doctor's certificate. We also have health guidelines for those with other pre-existing medical conditions or injuries.

COMBOS

When purchasing a multi-site combo that could include both Auckland and Queenstown based activities you have up to 12 months to fully complete your additional activities.

CANCELLATION POLICY

Our cancellation policy is:

- If you cancel your experience <u>more</u> than 48 hours before the scheduled activity time = Fully refundable.
- If you cancel your experience <u>less</u> than 48 hours before the scheduled activity time = Non-refundable.

If you fail to arrive for your scheduled activity time your booking will be non-refundable. Please check your activity details carefully for your check-in time.

DATE AND TIME CHANGE POLICY

Our date and time change policies are:

- If you change the date or time of your experience <u>more</u> than 48 hours before the scheduled activity time = No cost.
- If you change the date or time of your experience <u>less</u> than 48 hours before the scheduled activity time = \$50 administrative fee applies.

REPORT TIMES

Queenstown: Kawarau Bridge Bungy & Kawarau Zipride with FREE transport – check in at Queenstown Bungy Centre (QBC) 30 mins prior to departure. Self-Drive – 15 mins prior to scheduled Jump/Zip time. Ledge Bungy & Ledge Swing check in onsite 15 mins prior, we recommend catching the gondola 30mins prior. Nevis Bungy, Nevis Swing & Nevis Catapult, check in at QBC 30 mins prior to departure.

Taupo: Taupo Bungy & Taupo Swing with FREE transport – check in 10 mins prior to departure. Self-Drive – check-in on site at your scheduled Jump/Swing time.

Auckland: Auckland Bridge Bungy & Auckland Bridge Climb with FREE transport — check in 10 mins prior to departure. Self-Drive — check in at your scheduled time. Sky Jump & Sky Walk 15 mins prior to scheduled time.

DISABLED & IMPAIRED CUSTOMERS

We endeavour to provide fun, safe, and exhilarating activities for all who love to challenge themselves. Due to the nature of our activities, we have a few requirements and restrictions. If you have any of the following impairments, please consider the below: Hearing Impaired - It is important that you can interpret the safety information/guidelines from our crew. If you are unable to lip read, you will always need an interpreter with you. Printed safety information is available. Partially Sighted or Blind - You will be required to make you own way around our sites and therefore will need to always have a guide with you. The Ledge Bungy & Swing may not be suitable as you are required to manually connect recovery equipment. Mobility Impaired (also prosthetics) - The Kawarau is the preferred Queenstown site for those with more severe mobility impairment. It has the best access, and the products have the most suitable recovery systems. Participation in activities will always be dependent on the nature of the disability and can be discretionary. As we are not medical professionals, to ensure that we can keep you safe we will require sign-off from a doctor or medical professional. We are looking for assurance that your body can cope with the related activity loadings. For more detailed information about physical requirements and the process to follow with your doctor please review our Guidelines for Impaired Participants. For bookings and more information please contact us.

GIFT VOUCHERS

Gift Vouchers are not redeemable for cash. No discounts apply. ID is required upon presentation of Gift Voucher. Gift Vouchers cannot be on sold. Gift Vouchers are valid for 12 months, our cancellation and change policy applies to bookings made with gift vouchers.

WAIVER

Participation in adventure activities involves a degree of risk. All customers will be required to sign a waiver upon activity check-in.

PHOTO & VIDEO

Once you take receipt of your photo and video purchase (includes all forms of photo and video distribution methods) there is no right of return for exchange or refund. All AJ Hackett Bungy New Zealand photo and video is not permitted for any commercial use; we reserve the right to use any recording and images for promotional purposes without reward.

PROMOTIONAL PURPOSES

Photographs and recordings of customers may be used by AJ Hackett Bungy New Zealand for promotional purposes.

LEGAL STUFF - DECLARATION & WAIVER

This Declaration and Waiver is applicable to all activities with AJ Hackett Bungy New Zealand.

- 1. I know these activities have an element of risk and I participate at my own risk. I have read and understood the Risk Disclosure Statement provided.
- 2. I'll follow your instructions.
- 3. I'll properly wear and use safety equipment.
- 4. I'm physically able to complete this experience and have not been advised otherwise by a medical professional. I have fully disclosed to you my injuries and medical conditions; High or low blood pressure High myopia Heart condition Epilepsy Broken or fractured bones/dislocations or bone disorders Fragile skin Neurological disorders Diabetes Asthma Prosthetics (includes cosmetic implants) Panic/anxiety attacks Any recent sprains/muscular injuries Disabilities/physical impairments. Please note the above list does not automatically exclude you from our activities, and the list is not exhaustive. Unfortunately, we can't permit pregnant activity-seekers, or those with photosensitive epilepsy. And if you have osteoporosis, scoliosis, or a recent concussion, we'll need to see a doctor's certificate.
- 5. I'm not under the influence of any drug or alcohol. You may test me. If I refuse or fail a test, I'll not participate.
- 6. You may search me and take anything off me.
- 7. Environmental conditions are my risk.
- 8. You may delay or stop me participating without any reason or compensation.
- 9. I understand and agree to your refund policy as noted in the Terms and Conditions.
- 10. I consent to any medical treatment to me while or after participating.
- 11. Despite what you say or do, I freely accept and fully assume, every risk, danger and hazard to me or others in relation to this activity, including illness, physical or mental injury, trauma, creation or worsening of a medical condition, death or property damage or any loss or cost to me or to others.
- 12. If the participant is 15 years or younger, then I as the guardian of the participant confirm I have discussed the terms of the Risk Disclosure with the participant and I consent to the participant participating in the experience.
- 13. I know the NZ Accident Compensation Scheme is limited and I should have my own insurance cover.
- 14. Your recording of my participation may not always happen or be good quality. I'll not allow any recording of my participation to be used in any commercial way. You may use any recording as you want without any reward to me or to others.
- 15. To the extent allowed by law:
- a. any duty or liability you have to me that may be excluded is excluded.
- b. you are excused for anything beyond your control.
- c. you will not be liable to me or anyone else for, and I waive and will indemnify you in relation to, any claims (in contract or tort, including negligence, under statute or otherwise), any physical or mental injury, trauma, creation or worsening of a medical condition or death to me or others, any damage to or loss of property, disruption to travel, or any indirect (including special or consequential)

damage, loss (including of profits, business or other economic loss) or cost (including legal costs) in relation to this activity, my participation or for anything caused or contributed to by you or me.

- 16. New Zealand law governs with non-exclusive jurisdiction of New Zealand Courts, but I can only take legal action against you in New Zealand.
- 17. In relation to point 3 above, if I am a turban wearing Sikh, I have an exemption in relation to the wearing of safety helmets during this activity. However, in exercising this exemption, I fully acknowledge the potential additional risk to myself due to the fact that a turban provides a lower level of protection than a safety helmet does.

You = AJ Hackett Bungy New Zealand Limited, Queenstown Bungy Limited and any location owner or operator of the activity and each of their respective directors, officers, employees, contractors, agents, and other representatives.

ALSO, FOR THE SKYCITY LOCATION: I accept: (a) SKYCITY is independent of you, only provides the location and has no role in the operation of an activity, and (b) to the extent allowed by law: any duty or liability SKYCITY has to me that may be excluded is excluded; SKYCITY is excused for anything beyond its control; SKYCITY will not be liable (in contract or tort, including negligence, under statute or otherwise) to me or anyone else for any physical or mental injury, trauma, creation or worsening of a medical condition or death to me or others, any damage to or loss of property, disruption to travel, or any indirect (including special or consequential) damage, loss (including of profits, business or other economic loss) or cost (including legal costs) in relation to each activity or for anything caused or contributed to by SKYCITY. I waive any claim, release SKYCITY from any liability and will indemnify SKYCITY against any claims, loss, or liability in relation to my participation.

SKYCITY = SKYCITY Entertainment Limited its subsidiaries and each of the group's directors, officers, employees, contractors, agents, and other representatives.

DECLARATION

LEGAL STUFF I've read, understand, and agree to the Legal Stuff - Declaration & Waiver

RISK DISCLOSURE STATEMENT I've read, understand, and agree to the Risk Disclosure Statement

MEDICAL CONDITIONS I'm aware of the medical conditions listed above and have told you if I am affected by any.

SIGNATURE
Parent or guardian must also sign if you're under 15 years of age.
PARENT or GAURDIAN