



TERMS & CONDITIONS

1. I agree to abide to all instructions given to me by Taupo Bungy, it's officers and/or employees.
2. I am aware that Bungy Jumping and the Cliff Hanger Swing carries with it some degree of risk both to person and property. However knowing of the risk I still desire to register and participate in Bungy Jumping or the Cliff Hanger Swing and so expressly agree to assume the risk of injury or damage whilst participating in this activity.
3. I declare and confirm I am physically fit and have no conditions or injuries that could be affected by this activity and am over the age of 15, or I am not over the age of 15 years but have the consent of my guardian as endorsed hereinafter.
4. I accept that after registration or if my Jump/Swing is not completed for whatsoever reason there will be no refund except for photographs or videos ordered which are not carried out, in which a refund for the photographs/video cost may be given.
5. I acknowledge photographic/video records of my Jump/Swing taken by Taupo Bungy may be used by Taupo Bungy for promotional and advertising campaigns including but not limited to any form of media and on-line sites ie web, blog etc. I hereby consent to such use without the need to contact me in the future and without any financial compensation payable by the company to me.
6. I understand that Taupo Bungy endeavours to take photos and video of my activity; however there may be times where there are not photos/video of your Jump/Swing. If you have already purchased any media products prior to the activity you will get a full refund for your media products.
7. Taupo Bungy does not guarantee water touches or immersions due to operational variables and such events will be at the discretion of Taupo Bungy, its officers and/or employees.
8. I agree to indemnify Taupo Bungy its officers and/or employees from any and all loss, damage, causes of action, claims, costs or other liabilities whatsoever arising out of my participation in Bungy Jumping and the Cliff Hanger Swing with Taupo Bungy which claims may be brought by me or on my behalf or brought by any other person.
9. I indemnify Taupo Bungy its officers and/or employees against any claims, losses, damages or expenses or claims that any of my guest or any one of their executors, administrators, heirs, next of kin, successors or assignees may have or assert and against any costs including legal fees that may be incurred as a result of any such claims, losses, damages or expenses whether valid or not. This exclusion is subject to any rights or remedies you may have under the Consumer Guarantees Act 1993.
10. If I am not a resident of New Zealand I declare that I will not endeavour to avoid the aforesaid conditions by commencing any legal action in another country.