

Mountain Event Waiver

I state that I am the representative of the undersigned group of participants or individual that wish to participate in the activity or activities organised by Queenstown Winter Festival (an event owned by Destination Queenstown) and delivered by NZSki Ltd.

I acknowledge that the activity or activities in which I / the group are partaking is potentially dangerous and may carry hazards that may be harmful to person or property and may result in injury or death.

I / our group acknowledge that by participating in these events I / the individual members voluntarily accept and assumes the risk of injury or death even if arising from the negligence of those associated in any way with Queenstown Winter Festival or NZ Ski (including but not limited to officers, agents, employees, volunteers, contractors, media, NZSki Ltd. and sponsors). I / the group understand that all activities are voluntary and that I / the group do not have to participate unless I / the group chooses to do so. I / the group participate in this event purely at my / our own risk.

I / our group understand that all applicable rules for participation must be followed and that the sole responsibility for my / our personal safety remains with me / our group.

I / the group affirm, to the best of my / our knowledge that I am / we are in good physical and mental health and suffer no medical conditions or disabilities which may render me / us unsuitable for the activity or activities.

I / our group undertake and agree to remove myself / ourselves from participation in the event or activity if I / we sense or observe any unusual hazard or unsafe condition or if at any time at any event or activity I / we feel unable or unfit to safely continue for any reason. I / our group agree to notify organisers of the event (either Queenstown Winter Festival or NZSki staff) of any such hazard or condition in order for the staff to be able to address the issue identified.

As a condition of my / the group's participation, I / the group hereby gives a full release and waiver of liability and all claims against Queenstown Winter Festival (Destination Queenstown Incorporated) and/or NZSki and any of its officers, agents, employees, volunteers, contractors and sponsors including any claim or loss for death, bodily injury or property damage arising in any manner out of my / the group's presence or participation in the activity or activities due to any cause whatsoever including negligence of those associated in any way with Queenstown Winter Festival or NZSki.

I / our group agree to further indemnify and save harmless Queenstown Winter Festival and NZSki from all expenses, fees, liability or damages, awards or costs of any type whatsoever

arising from my / our group participation in the activity or activities organised by Queenstown Winter Festival and/or NZSki.

I acknowledge that I have read and understood the effect and intent of this waiver, release and indemnity and confirm and declare that I have the authority of the group to sign this document on behalf of the group. I am aware that by signing this waiver I may be waiving any legal rights I or my group may have.

Consent to Photograph, Videotape or Record

I / our group do hereby consent and agree the Queenstown Winter Festival, its employees, sponsors, media, NZSki Ltd. or agents have the right to take photographs, videotape, or digital recordings of me / our group participating in the event and to use these in any and all media, now or hereafter known, and exclusively for the purpose of promotion of the Queenstown Winter Festival. I / the group further consent that my / our name and identity may be revealed therein or by descriptive text or commentary. I / the group do hereby release to Queenstown Winter Festival, its sponsors, media, agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I / the group waive any rights, claims, or interest I / the group may have to control the use of my identity or likeness in whatever media used and consent to the use of the same by Queenstown Winter Festival or its sponsors, employees, media or agents. I / the group understand that there will be no financial or other remuneration for photographing, videotaping or recording me / our group, either for initial or subsequent transmission or playback.

I / our group do hereby acknowledge that there may be a RPA (remotely piloted aircraft) filming portions of the event under the control by a suitably qualified operator, by entering this event you give your permission to have the RPA fly in your vicinity.

I / the group also understand that Queenstown Winter Festival/NZSki Ltd. is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

I represent that I am at least 18 years of age, or if under 18 years of age my legal guardian acting on my behalf, have read and understand the foregoing statement, and am competent to execute this agreement. I confirm that this consent and release shall be deemed my consent for the purposes of Part 9 of the Copyright Act 1994 for the duration of the consent.

