

### Hollyford Track Terms and Conditions

1. We appreciate your custom and aspire to provide a friendly and safe experience.
2. We advise that this activity carries risks and that by participating you are expressly assuming those risks personally and are, to the maximum extent permitted by law, releasing the Operator and its officers and employees from any liability, claims, losses, damages or expenses caused by any event including, but not limited to:
  - a. Personal injury or death
  - b. Property loss or damage
  - c. Acts which may be construed as negligent or accidental
  - d. Any other loss, damage, suffering, emotional or nervous disorder
3. In participating in the activity you, the customer, agree to these terms and conditions – including, you;
  - a. agree not to commence any litigation or proceedings in any country in relation to the risks and perils set out in B above and to indemnify the Operator against any such claims.
  - b. confirm that you are physically fit and suffer no medical conditions, which may be aggravated by this activity.
  - c. consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify the Operator against any claims in respect of this treatment.
  - d. agree that any films, sound, video or other recordings taken of or during the activity will not be used in any promotion or advertising without the prior consent of the Operator, however the Operator may use such recordings itself at its complete discretion without any prior approval.
  - e. agree to listen to your driver / guide / host, follow their instructions and make sure any children in your care do the same.
4. Your ticket purchased for this activity is non-transferable.
5. A 2% booking fee applies to all credit card payments.
6. The Operator accepts no responsibility for any loss or additional expenses arising from changes, delays or cancellations of the services and activities of the Operator.
7. The Operator reserves the right to cancel any service or alter the itinerary as a result of weather conditions, insufficient participants or any other event or circumstances.
8. The Operator's policy in respect to customer initiated cancellations is to apply the following cancellation fees:
  - i. Cancellations within 21 days of walk departure date: cancellation fee is 100% of the total trip cost
  - ii. Cancellations between 21 – 59 days from walk departure date: cancellation fee is 50% of the total trip cost
  - iii. Cancellations between 60 – 89 days from walk departure date: cancellation fee is 25% of the total trip cost
  - iv. Cancellations 90 days or more from walk departure date: cancellation fee is NZD\$100 per person
9. Once the walk has commenced no refund applies in any circumstance.
10. Any decision regarding an exception to the stated policy will be made entirely at the discretion of the Operator.
11. The Operator recommends all customers have personal travel and medical insurance that provides adequate cover in the case of customer-initiated cancellations.