

START Permission Form



Western Road, Rotorua 3010, New Zealand
PH: +64 7 3575100 FAX: +64 7 357510

This form is used for customers under the age of 18 who visit the site WITHOUT their parent or legal guardian. This form allows the parent/guardian responsible for the customer under the age of 18 to review the terms and conditions and provide approval by signing.

PERSON RESPONSIBLE FOR THE CUSTOMER(S) TO COMPLETE

Parent/Guardian Name:	
Date of Intended Trip to Zorb Rotorua:	
Contact Phone Number:	
Contact Address:	

I HAVE READ THE START TERMS AND CONDITIONS ON THE FOLLOWING PAGE AND AM THE PARENT/GUARDIAN OF THE CHILDREN (< 18 YEARS OF AGE) AND AM ABLE TO PROVIDE THE RELEASES REQUESTED FOR THE PERSONS ON THE ATTACHED LIST. I WILL ENSURE THAT EACH PERSON WHO SUCCESSFULLY COMPLETES START READS THE CONDITIONS ON THE BACK OF THEIR CERTIFICATE.

FULL NAME IN BLOCK CAPITALS HERE OF THE PARENT/GUARDIAN	
SIGNATURE	

Once the above is completed the customers that are identified by the system as requiring a guardian consent can click YES in the START system when asked whether they have a permission slip. No further action is required.

STAFF USE ONLY

List of Customer Names Completed:	Yes / No
Form Signed & Approved:	Yes / No
Full Name of Staff Member:	
Signature of Staff Member:	
Date:	
Permission Form Number:	

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1. START: All customers agree, as a contract, to the releases, indemnities or waivers to ZORB as set out in this document. Those agreements are recorded between us in the Safety Training And Ride Terms process (START). These conditions for participation were available for you to read at the time of completing START. Further, this Certificate and these "Conditions for participation in ZORB globe riding, releases, waivers and indemnities" provides you with a written record of your agreement that you may keep.

2. Minors: Customers that are under 18 years of age ("the minor") provide the release, indemnities and waivers to ZORB through the parents or guardians or adults acting as a party authorized by the parent or guardian of the minor ("the representing guardian") that has completed the START process. The START process is however designed to address the information needs of minors as far as they can understand the nature of the activity and to that extent their consent will be evidence of their own separate agreement as the Customer.

3. Releases: The Customer agrees as part of being provided with access to the ZORB Rotorua facility and being trained and use of the ZORB system releases and forever discharges ZORB Limited, ZORB Inc, ZORB Smoky Mountains, ZORB Rotorua and their officers, directors, members, employees, and agents, and each of them; the owners of any real property or other facility which may be utilized in this activity; any manufacturer of any equipment or devices used in connection with my use of the ZORB Rotorua facility (the "released parties"), from all losses and damages (including any losses caused by the acts or omissions of the named released parties) all claims, suits, payments and judgments, including attorney's fees, arising from any and all of my personal injuries, harm, fright (including death) which may arise from my use of the ZORB Rotorua facility, whether or not such injuries are the result of ordinary or gross negligence. The customer further releases the release parties against any use of the information collected from the Customer including all Customer data and images or recordings for all lawful uses. Lawful uses shall include use of survey comments, guest book entries and recorded images for publicity purposes.

4. No product liability: No manufacturer related to provision of the facility or equipment used as part of the ZORB system guarantees that equipment will not fail.

5. Indemnities: The customer and the representing guardian (where applicable) indemnifies the released parties against all and any claims made by any party due to their relationship to the Customer and/or the representing guardian and their accepting these conditions for participation or otherwise arising from any representation, act or omission while at the ZORB Rotorua facility.

6. Health: The Customer, in completing the START process has represented that the Customer is in good physical and mental health and is otherwise on the physical condition and within the permitted age and weight as set out in the START process.

7. Burden of Proof: The Customer is providing the releases of liability and waivers and indemnities for all phases of my use of the ZORB Rotorua facility and related equipment, and agrees that this document be broadly construed in favor of any and all of the released parties to the effect that any and all ambiguities be resolved in favor of any and all released parties.

8. Governing Law & Jurisdiction: it is further agreed between the parties that no matter where venue lies, any lawsuits shall only be filed in New Zealand and, if filed in any other Court or County be moved to the Courts of Auckland, New Zealand on the motion of and at the option of any of the released parties.

9. Contract status: by continuing to participate after completing the START process and having had the opportunity to read this and withdraw with a full refund at any time, you, the Customer (and the representing guardian where applicable) are entering into a legally binding contract. If any court should decide that any clause of this contract is illegal or unenforceable, such determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

WARNING!

Sporting activities such as ZORB globe riding can be dangerous. You can be seriously injured or even killed as a result of your participation in ZORB activities.

If things go wrong or you do not want to complete the ride tell a member of the ZORB crew – they are here to help and to make your experience at ZORB a great one!

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Please use the space provided below to list the customers you are providing permission for.

Full Names

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	