

# MAUAO SUP CLUB CODE OF CONDUCT

The Mauao SUP Club is an intimate club with a limited membership. The purpose of the club is to improve one's competence on a SUP board and confidence on the open water. Because of these important factors, members are expected to follow the Ts & Cs of the club and also a code of conduct. The Mauao SUP Club Code of Conduct follows the values/tikanga that permeates our business and applies to all active members.

The club aims to help its members **MAKE GOOD DECISIONS** on the water, **NOT** to take bigger risks.

## 1. **Haumarutanga** – Health and Safety

The health and safety of our members, instructors and the environment is paramount. To keep everyone healthy and safe, the following expectations apply:

- **STAY WITHIN 50 METRES AND IN VIEW** of the lead instructor. REASON - We stay together as a group. If you are more than 50 metres away, the instructor can't communicate effectively with you, and ultimately perform their legally binding responsibilities. If you break this code, you are deemed independent from the club paddle or event.
- Prepare for everything. REASON – The elements are changeable and unpredictable. Weather forecasts aren't accurate, the outlook of the day can be deceiving, and you can't expect to stay dry. Prepare as follows:
  - Pack layers to take on and off to regulate your body temperature.
  - Always pack a complete change of clothes and towel, just in case!
  - Bring water and snacks.
  - Invest in booties, a dry bag and water-worthy thermal wear.
  - Have a bin loaded with all the above plus your paddling gear ready to pack in the car.
  - Keep an open and flexible mind for any changes to plans.
- Follow instruction. REASON – The instructor has a whole group to manage. Their calls may not make sense, and they may not have the time nor energy to break it down, but trust that they are making the best decision for themselves, the group and the situation.
- Communicate any concerns you have. REASON – Your concerns communicated may save the day. Whether you have a headache, feel a slight change of weather, or just feel uneasy, let the instructor know. It's better to create awareness than to keep it quiet as hunches, environmental

signs and ailments are all valid causes of concern when in the hands of the elements.

## 2. **Kaitiakitanga** – Guardianship

Take care of and respect the places we visit and everything in it. They are also peoples' homes, food source, culture and heritage, so respect that too.

## 3. **Manaakitanga** – Hospitality

We aim to take good care of our members without compromising ourselves. We hope our members take care of us too by not expecting perfection or 5-star provisions. For what we provide in the club membership, the fee is a very small price to pay.

## 4. **Whānaungatanga** – Kinship

Our members arrive as strangers and become family. It is a great opportunity to make new friends and we share some special moments together. You will also meet our extended nucleus, other paddlers and water people, our networks across Tauranga and beyond.

## 5. **Kōtahitanga** – Unity and respect

- This is a safe space for like-minded people to grow and share in the joys of stand up paddling. Inappropriate behaviour and discrimination will not be tolerated.
- We all are one, but we are not the same person, so accept and respect eachothers' differences.
- Allow eachother to undergo their own personal experiences during an event. Some like to chat, others like to quiet the mind. Be mindful of that and allow eachother to enjoy the experience in their own way.

# MAUAO ADVENTURES GENERAL TERMS & CONDITIONS

## 1. DEFINITIONS

- "MAL" – Mauao Adventures Limited T/A Mauao Adventures, its staff and activities.
- "MAL Activity/ies" - all activities under the guidance of MAL.
- "MAL staff" – leadership, employees, contractors and volunteers employed for service under Mauao Adventures Limited.
- "Participant/s" - active participants of any MAL Activities.

## 2. SCOPE

- The Ts & Cs in this waiver pertains to all lessons, equipment hire and events under Mauao Adventures Limited.

## 3. TERMS & CONDITIONS (Ts & Cs)

- **WARNING** - Participating in MAL Activities can be inherently dangerous. Serious accidents can occur which may result in being injured or even killed. Agreeing to the Ts & Cs of this waiver means one has read and understood this warning and accept the inherent risks in participating in MAL Activities.
- **PHYSICAL FITNESS** - Any injury, disability, medical or health condition, and lack of competence that may increase the risk of harm whilst participating in any MAL Activity must be declared. Participant must be medically and physically fit and able to participate in the chosen MAL Activities, and immediately notify MAL of any changes in fitness and ability to participate.
- **INSTRUCTION** - Participants must at all times comply with the instructions and safety guidelines of the MAL staff.
- **DRUGS AND ALCOHOL** - Alcohol and drugs are NOT tolerated and the participant may be denied participation WITHOUT refund if drug or alcohol use is suspected.
- **PERSONAL ITEMS** - MAL will not be responsible for loss or damage to personal items during MAL Activities. Items used, worn or left on site are at the owner's risk. If there is a need or want to use, wear or leave personal items, the MAL Staff will not be responsible for loss or damage. Items most commonly lost or damaged are eye glasses, jewellery and watches, mobile phones, removable teeth, clothing items.
- **MEDICAL TREATMENT** - If required, the MAL staff will arrange medical or hospital treatment (including transportation). Participants must agree to such actions being taken by MAL staff and agree to meet all costs associated.
- **MINORS** – Minors under 16 years of age must be signed in by a responsible adult who agrees that they and the minor are

subject to all the Ts & Cs of this document. Minors aged 0-7 years of age must be actively accompanied by a responsible adult for the duration of the activity.

- **IDENTITY** - Photographic and/or visual images taken by MAL Staff of participants may be used for identification and/or general promotion of MAL.
- **PRIVACY** - Personal information provided by participants is necessary for the operation of MAL Activities. MAL acknowledge and agree that personal information will only be used for MAL objectives. Participants are able to access their own personal information upon request. If participants do not provide the information required, participants understand that they may not be permitted to participate in MAL Activities.

#### 4. **RELEASE AND INDEMNITY**

Participating in MAL Activities is entirely at the participant's risk who must agree to:

- Release and forever discharge MAL from all liability and claims but for this release arising from or in connection with participation in the MAL Activities.
  - Indemnity and hold harmless MAL to the extent permitted by law in respect of any claims by any person including but not only another participant in the MAL Activities arising from participation in the MAL Activities.
  - In this clause 4, "claims" means and includes any action, suit, proceeding, claim demand, damage, penalty, cost or expense however arising (including negligence, trespass to the person or for breach of implied terms in The Fair Trading Act 1986).
5. **AGREEMENT** By signing the electronic Waiver Acknowledgement Form, you acknowledge that you have read, understood and agreed to the conditions of this waiver.