



WARNING, RELEASE, INDEMNITY AND ASSUMPTION OF RISK

THIS WARNING, RELEASE, INDEMNITY AND ASSUMPTION OF RISK MUST BE ACCEPTED, INITIALLED, SIGNED AND DATED WHERE INDICATED AND PROVIDED TO THE OPERATOR AS A CONDITION OF ENTRY.

PLEASE READ CAREFULLY.

RISK WARNING

Participation at the Coolum Aqua Park (the Activity) is a dangerous recreational activity which involves inherent, incidental and significant risks, including but not limited to, collision with objects, collision with other persons, personal misjudgement and failure of equipment. The risks in participating in the Activity may result in or materialise in harm including physical harm such as injury, disability or death.

OBVIOUS RISK NOTICE

The Activity involves a significant risk of physical harm and is therefore a "dangerous" recreational activity which carries an obvious risk, including risk of serious injury.

You (the Participant) acknowledge that the Operator is not liable in negligence, for breach of contract or pursuant to any statute as a result of the materialisation of the obvious risk of harm.

- The runways and obstacles of the course are all inflatable items anchored in place and floating on the water surface. As such they are slippery and form an unstable platform.
- People with heart or health problems, pre-existing injuries, especially knees, ankles, shoulders, back and neck should not participate in the Activity.
- Given the risks involved, pregnant women should not participate in the Activity.

I acknowledge that I am about to engage in a **dangerous recreational activity** and I **fully understand** the risks involved.

Terms and Conditions

The Participant must initial each line below, confirming they have read each clause.

1. In consideration for the participation in the Activity, the Participant agrees:

- (a) to be bound by the contents of this document;
- (b) that it has read and understood the Operator's **Rules and Conditions of Entry**; and
- (c) that it has capacity to enter into this document.

x _____

2. The Participant acknowledges and agrees that it hereby waives any liability for a breach of contractual, statutory or tortious duty of care and releases, indemnifies and holds harmless the Operator with respect to any claim for, but not limited to:

- (a) negligence for breach of duty of care, failure to warn or failure to exercise reasonable care and skill;
- (b) breach of contract for breach of any express or implied warranty, obligation, term or contractual duty of care; or
- (c) breach of any statute, or statutory warranty or implied term

x _____

for any injury, loss, damage, death, economic loss whatsoever suffered by the Participant or any person, whether consequential, direct or indirect, caused by or connected with the Participant's participation in the Activity.

3. In the case of a warranty implied by Part 3-2 Division 1 Subdivision B of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) such warranty is excluded in respect of liability for death or personal injury. In the case of any warranty that cannot be excluded the liability shall be limited to the cost of supplying the services again.

x _____

4. The contents of this document shall be a complete bar to any action and also apply to any subsequent participation in the Activity and shall be binding upon the Participant's heirs, next-of-kin, dependants, executors, administrators and assigns.

x _____

Rules and Conditions of Entry

- > It is mandatory for ALL patrons to wear a BOUYANCY VEST at all times. Please ensure your vest fits securely and the straps are tightened.
- > NEVER, under any circumstances, attempt to swim underneath any of the obstacles. ALWAYS go over the top surface.
- > NEVER DIVE HEAD FIRST into the water from any part of the course. You must always enter the water feet first.
- > ALWAYS look up whilst climbing. Do not climb underneath someone climbing above you. People can slip and fall whilst climbing.
- > Make sure the water and landing area is clear of all people before jumping or sliding into the water.
- > Correct sliding position on the slides is to have arms crossed across your chest with feet and legs together.
- > If sliding with a friend DO NOT hold hands. Slide separately.
- > Do not slide down any area that has climbing handles attached.
- > No pushing or excessively rough play. Smaller children should always be given right of way.
- > Tread carefully and show caution as the park is slippery and unstable.
- > The park is only for use during public opening hours when lifeguards are on duty.
- > The park must never be used under the influence of alcohol, medication or drugs.
- > Lifeguard directions must always be followed.

I acknowledge that I have READ AND UNDERSTAND the above Rules and Conditions of Entry and AGREE TO BE BOUND by them.

Participant Name: _____ Signature: _____ Date _____

In the case of a Participant under the age of 15:

1. In consideration for permitting the Participant to engage in the Activity, I warrant that I have full and complete authority to execute this as a binding and enforceable document and I release and indemnify the Operator and any supplier of services and their directors, employees, agents, contractors and insurers against any claim, liability, loss or damage arising out of the participation in the Activity;
2. I am over the age of 18; and
3. I have read and understood the **Risk Warning** and **Obvious Risk Notice**, as well as the **Rules and Conditions of Entry**, which form part of this document, and have conveyed them to the Participant/s.

Name of Parent or Guardian: _____ Signature: _____ Date _____

If a parent or guardian is signing this document on behalf of more than one or more minors (under 15 years), please fill in the relevant details below of each Participant:

Name Age..... Name Age.....

Name Age Name Age.....

Name Age Name Age.....

Name Age..... Name..... Age.....