

AQUALANDNZ - Terms & conditions



Arrival

Please arrive at least **30 minutes** before the session, to allow for:

- The check-in process - Checking activity agreements have been completed and the allocation of wristbands for all participants
- Collection of equipment and changing - If optional wetsuits have been hired, they will need to be collected prior to changing.
- The safety briefing – Safety briefings take place 15 minutes before the scheduled activity start time. If you are late to the safety briefing, you will be held back from starting the activity until you have received a full briefing.

Restrictions

- Minimum age = 6 years old

Ability

All participants must be able to swim 50m with a buoyancy aid. If you fall in, you will have to swim and be able to pull yourself up out of the water. Please note, in the event of a fall off you are likely to go underwater and should be confident in the water.

Parental Supervision

- Children aged 6-9 years must be accompanied by a paying adult (18+ years) on the Aqua Park.
- Children aged up to 14 years must be accompanied by an adult (18+ years) on site.

Alcohol

No alcohol can be consumed prior to your session at Aqualand, anyone suspected to have consumed alcohol before an activity will not be permitted to participate and no refund will be issued.

Medical details

Report any pre-existing medical conditions to our staff before you enter the water. This is kept strictly confidential. We strongly advise for your safety that you DO NOT participate if you suffer from severe asthma, any form of heart condition, if you are/or may be pregnant or are prone to dislocations.

Waiver

All participants 18 years of age or older must complete a release waiver. These will be available to sign when you check in. For participants aged 6-17 years, parents or guardians will be required to complete a waiver and add all minors during this process.

What to wear

Swimwear or tight clothing i.e. leggings, shorts, fitted t-shirt/vest tops. REMOVE all jewellery, watches, glasses or other loose items or clothing. There is a risk of catching these items on the equipment, causing injury to you and/or other participants.

Damage/loss of property

There is also a risk of damage or loss while participating. If anything falls into the water, we will not be able to retrieve it for you. We cannot be held responsible for loss or damage whilst on the Aqua Park.

Inclement Weather

It is the policy of Aqualand to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, due to weather or other unforeseen business interruption, your activity may be delayed until the weather has passed. In the event that it proves necessary to close the Activities for reasons beyond the control of Aqualand and in circumstances where your party has commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole). In such circumstances, Aqualand may, but shall not be obliged to, offer alternative dates or times at reduced rates.

Cancellations or Booking Amendments

To move a booking (subject to availability), Bookings can only be amended 2 days ahead of the activity date. To cancel your booking this needs to be done at least 72 hours before your scheduled session date failing to do so will result in no refund.

AQUALANDNZ - Release Waiver

Risks of Activity Disclosure You agree and understand that taking part in the Activity, despite being fun, can be HAZARDOUS AND INVOLVES THE REAL RISK OF SERIOUS PHYSICAL INJURY AND/OR DEATH. You acknowledge that the Activity is inherently dangerous and fully realise the dangers of participating in the Activity and the impact of the types of potential injuries that could result. The risks and dangers of the activity include, but are not limited to:

Entrapment, Drowning, Inappropriate patron/public behaviour, Insufficient water depth at device exits, Deflation while in use, Weak swimmers, Poor water quality, Water current & flooding, Trips, slips and falls. Medical Events, Animal fouling, In-adequate supervision, exposure to elements; slips and falls; equipment failure and/or defects; marine and other wildlife; operator error; acts omissions or negligence of the Released Parties; consumption of any fluid or substance whether provided by the Released Parties or others; provision of first aid, medical treatment or other assistance or services by the Released Parties or others; mental distress from exposure to any of the above; and negligence of others.

YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY IS DANGEROUS AND INCLUDES OTHER RISKS.

Having given this risk warning, the Released Parties will not be held liable for any liability, personal injury or death.

Waiver.

You agree and understand that there are risks and dangers associated with the participation in the Activity and the use of any part of the AQNZ park and facilities and that SICKNESS, INJURIES AND/OR DEATH may result from participating in the Activity or using any part of the AQNZ premises, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties.

By signing this document or participating in the Activity, You recognise and accept that injury and death are all possible while or at any time following participation in the Activity.

RECOGNISING THE RISKS AND DANGERS, YOU UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

Minor Acknowledgment.

In the case of a minor Participant, You as a parent or legal guardian acknowledge that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. You as a parent or legal guardian agree that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 16 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

Medical Care.

You authorise the Released Parties and/or their authorised personnel to call for or administer medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. You agree to immediately pay all costs associated with such medical care and related transportation.

Images, Videos and Recordings.

You irrevocably authorise the Released Parties to capture and record any image, video or sound of you whilst on the AQNZ premises and to use such image, video or sound in any way they may choose at their sole discretion.

Definitions.

“**Activity**” means using the Water Borne Inflatables(WBI) at AqualandNZ(AQNZ) and using its associated facilities, equipment or licenced area for any purpose, or any occurrence on the wider AQNZ area.

“**Waiver**” means this Waiver document.

“**Participant**” means the person who is using or entering the kaikanui AqualandNZ Aquaplay park.

“**Released Parties**” means **AqualandNZ (AQNZ) & WHOW Charitable Trust(WHOW)** or any of its respective successors in interest, associated companies or entities, insurance providers, agents, employees, contractors, representatives, assignees, officers, directors, members, or shareholders.

“**You**” means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18 or any spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on the Participant's behalf.

SIGNED

NAME

DATE