

## **AGREEMENT BETWEEN THE PERSON NAMED IN THIS ACCOUNT AND AQUA ACTION UK LTD - TERMS AND CONDITIONS GOVERNING THE USE OF THE COMPANY**

### **SECTION 1 USER'S CONFIRMATIONS**

I understand and accept that in participating in Watersports activities (Aqua Park) that there is an element of danger and risk of injury to myself, which I undertake at my own risk.

I understand and accept that in participating in Watersports activities that there is an element of danger and risk of injury to others and consequently undertake to use the Company's equipment and facilities (the "Facilities") and to conduct myself while on the Company's premises in a sensible and responsible manner and in compliance with all notices, instructions and directions as published or displayed from time to time and in compliance with any instruction given to me by any authorised person in the Company's employment or control ("Authorised Person"). I have read and acknowledge that conduct of the type set out in Section 3 below would amount to a breach of this paragraph;

I understand that fraudulent use of a wristband or any form of ticket will result in disciplinary action. All persons involved will lose the use of their wristband and have their user account disabled. To reenable their account, they must go through the beginners test & disclaimer. That I will not use the Company's aqua park facility without meeting the Minimum Standard (as defined in Section 2 below);

That I am in good state of health and free from any injury, medical condition, disease or illness which may be aggravated by participating in water sport activities or which may make it unsuitable for me to participate in such activities;

That I will not use the Company's Facilities while under the influence of any drugs or alcohol  
That I will fully indemnify the Company, its directors, agents and employees against any claim brought by any third party for loss, damage, injury or death which has been caused by any action or omission of mine or any act or omission of any child of which I am the lawful parent or guardian or any child whose supervision is wholly or partly my responsibility at the time of the relevant act or omission that would if they had agreed to the same with full capacity to do so amount to a breach of these Terms and Conditions or which amount to negligence or a wilful act or omission.

That when accompanying a child or children I will comply and ensure that the child or children comply with Section 4 below.

That I will not take photographs, video images or other images of young people to be taken or used without the consent of the parents/carers and the young person.

I understand that on my first visit purchasing a ticket provides me with the basic instruction and that individualised personal instruction is available to me upon scheduling.

I acknowledge that nothing in these Terms and Conditions is intended to avoid liability, on the part of the Company, for personal injury or death caused by the negligence or wilful act of its employees or agents.

Aqua Action Ltd reserves the rights to take appropriate photos of groups out on the aqua park or taking part in other activities on site to use in marketing material moving forward.

### **SECTION 2 - MINIMUM STANDARD FOR AQUA PARK USE**

No non-swimmers. Aqua Action lifeguards and management will determine whether a child's swimming competence is sufficient to participate. If it is determined not to be sufficient then the child will not be able to take part in the activity. Participants must be at least 1.2 metres in height and over the age of 6.

### SECTION 3; BASIC SAFETY RULES

All Users; MUST

Wear an approved Buoyancy Aid

Avoid using the facilities in a manner which might endanger other persons using the facilities

Refrain from using the facilities under the influence of drugs or alcohol

Obey safety advice and signage and all instructions given to them by authorised personnel

Treating the company's property and facilities with respect and care

This is not intended to be an exhaustive list of safety rules. The Company reserves the right to ask you to leave the Facilities without refund if you break any of the above mentioned rules or behave in a manner which in the opinion of any authorised person represents a danger or potential danger to yourself or other Users.

### SECTION 4; CHILDREN

**GENERAL:** All children under the age of 8 years of age must be accompanied by an adult when on the Company's property. The adult must remain on the site for the duration of the child's visit and must always supervise them appropriately.

**CHANGING ROOMS:** I agree to use Aqua Actions changing facilities in a respectful manner, causing no damage to any facilities or other users belongings. I accept that should I cause damage to any items all be it accidental or on purpose I will be liable for the cost of the repairs.

**AQUA PARK:** All children must be able to meet the Minimum Standard set out in Section 4 & 5 and must be aged 6 or above with under 8s accompanied by an over 18 year old.

Aqua Action Ltd reserves the rights to take appropriate photos of groups out on the aqua park or taking part in other activities on site to use in marketing material moving forward.

Under 16 supplementary

Signature and disclaimer: I have read and understood the above guidelines and assume full responsibility for any risk associated with taking part in the activities provided by Aqua Action LTD. I fully warrant Aqua Action Limited against any claim of any kind in relation to any loss, or Injury however occurred.