

## **Terms & Conditions of Use – Aqua Island at Hillary’s– Water Activities**

1- The participant wishes to participate in the activities organised by Aqua Island at Hillary's, whose registered office is at 16 Stanford Road, Kallaroo, 6025, Western Australia.

2- The participant acknowledges and accepts on behalf of themselves or their minor/s: That their participation in the water activities provided by Aqua Island at Hillary's entails known and unknown risks that could result in physical or emotional injury, paralysis, death or damage to themselves, to property or to third parties.

3- The participant warrants and accepts on behalf of themselves or their minor/s that they do not have any medical condition nor have had any medical condition, which may make their participation in the activities more dangerous or may increase any risk of injury to them or others, or make it more likely that they will be involved in an incident which could result in any form of injury during the activity.

4- The participant further acknowledges that the water activities provided by Aqua Island at Hillary's require you to be able to swim competently and to be confident in open water, to have a reasonable level of fitness and ability, which the participant acknowledges they or their children possess; that the activities provided by Aqua Island at Hillary's are not available to pregnant women and that by accepting these terms participants confirm that they are not pregnant.

5- The participant agrees that they shall not participate in any activities provided by Aqua Island at Hillary's unless they shall have undertaken Aqua Island at Hillary's's safety and induction procedures and processes in relation to the activities and confirm that they will comply with these at all times whilst on the premises from which the activities will be carried out.

6- The participant acknowledges and agrees that they are responsible for their own safety and the safety of others whilst partaking in activities. The participant understands that the activities maybe undertaken without direct supervision following safety instructions and agree that they will at all times wear any protective or safety equipment provided by or required by Aqua Island at Hillary's to be worn and will ensure that they comply with all instructions given at any time during the activities by Aqua Island at Hillary's or any of its staff, media or signage.

7- The participant agrees that they will only carry out moves and tricks that are within their skill level and of which they are able to retain control of at all times. That they will also only use features that they have the ability to use within their skill level. Moves and tricks and use of features are performed entirely at the participant's own risk and will not hold Aqua Island at Hillary's liable for any injury they may attain whilst partaking in these activities.

8- The participant agrees that they will comply with all age restrictions specified by Aqua Island at Hillary's from time to time. The participant acknowledges that if they do not comply with any age restrictions or any other requirements put in place by Aqua Island at Hillary's from time to time they will not be able to participate in the activities and agree that they will promptly withdraw upon request by Aqua Island at Hillary's.

8.1 The Keep Watch guidelines published by Royal Life Saving Australia require:

- a) Children under the age of 10 must be under the active supervision of a person aged 16 years or older, and children under the age of 12 must be in the care of a person aged 16 years or older.
- b) For 0–5 year olds and non-swimmers, a parent or guardian needs to be in the water at all times and within arms' reach of the child. It is best if you are engaging with your child i.e. playing with them, talking to them.
- c) Constant active supervision is required for children aged 6–10 years old. Parents and carers must be prepared to enter the water with this age group.
- d) For 11–14 year olds it is recommended that parents regularly check on their child by physically going to where they are in or around the water.

9- The participant consents and agrees to the use by Aqua Island at Hillary's of CCTV monitoring for training, health and safety and security purposes. Aqua Island at Hillary's consents to the participant and members of their group undertaking photography for their own non-commercial purposes only and for no other purpose whatsoever.

10- The participant for themselves and as parent or legal guardian of any accompanying children gives consent and agrees to Aqua Island at Hillary's photographing and/or recording the participant and any accompanying children and to use any such photographs and/or recording solely and only for Aqua Island at Hillary's advertising and promotional purposes. The participant for themselves and any accompanying minors hereby waives any right to inspect or approve the use of any such material and acknowledges and agrees that the rights to use such material shall not require payment or compensation of any kind to be made by Aqua Island at Hillary's to the participant and/or any accompanying children.

11- The participant acknowledges that Aqua Island at Hillary's is not and shall not be liable for any damage or loss to themselves, any third parties or property incurred whilst the participant is undertaking the activities or are on the premises belonging to Aqua Island at Hillary's.

12- The parent, guardian or person who has made the booking on behalf of a minor agrees to indemnify the activity provider against any damage suffered by the child or participant in the group.

13- The participant agrees and promises to accept to be responsible for any and all risks existing and subsisting in the activities. They acknowledge that their participation in the activity is voluntary and that they elect to participate despite of the risks and agree to accept the consequences of so doing.

14- The participant is responsible for safekeeping of personal belongings. Aqua Island at Hillary's does not accept liability for lost or damaged personal property.

15- Consumption of drugs/alcohol/illegal substances is strictly prohibited on Aqua Island at Hillary's property except from in designated areas.

16- Aqua Island at Hillary's has the right to refuse service and expel participants without prior notice in instances which may include when these Terms & Conditions are broken.

17- All aqua park visitors must be a minimum of 7 years old and 110 cm tall. You must be comfortable in water and able to swim.

18. Aqua Island at Hillary's does not offer refund for any purchased sessions.

19. Published days and times of opening may vary. Aqua Island at Hillary's reserves the right to alter any trading days or times.

20. Aqua Island at Hillary's may need to close due to inclement weather.

Aqua Island at Hillary's is the trading name of Aqua Island (WA) Pty. Ltd.

ABN 629956716 ACN 629956716