

Terms & Conditions of Use – Island Aqua Park– Water Activities

1- The participant wishes to participate in the activities organised by Aqua Island (WA) Pty Ltd. trading as Island Aqua Park.

ABN 629956716 ACN 629956716

2- The participant acknowledges and accepts on behalf of themselves and/or their minor/s: that their participation in the water activities provided by Island Aqua Park 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 and/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 Island Aqua Park 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 Island Aqua Park 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 Island Aqua Park unless they shall have undertaken Island Aqua Park'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. These include no swimming under the equipment, access only wearing a company buoyancy aid, and no diving head first.

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 may be 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 Island Aqua Park to be worn and will ensure that they comply with all instructions given at any time during the activities by Island Aqua Park 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 Island Aqua Park 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 Island Aqua Park 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 Island Aqua Park from time to time they will not be able to participate in the activities and agree that they will promptly withdraw upon request by Island Aqua Park.

9- The participant consents and agrees to the use by Island Aqua Park's of CCTV monitoring for training, health and safety and security purposes. Island Aqua Park 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 Island Aqua Park photographing and/or recording the participant and any accompanying children and to use any such photographs and/or recording solely and only for Island Aqua Park 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 Island Aqua Park to the participant and/or any accompanying children.

11- The participant acknowledges that Island Aqua Park 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 Island Aqua Park.

12- The parent, guardian or person who has made the booking on behalf of a minor agrees to indemnify Island Aqua Park against any damage suffered by the child or participant in the group for any of their sessions around that time which the signed terms and conditions relates to, as well as in the future when the child reaches adult age.

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. Island Aqua Park does not accept liability for lost or damaged personal property.

15- Consumption of drugs/alcohol/illegal substances is strictly prohibited on Island Aqua Park property.

16- Island Aqua Park has the right to refuse service and expel participants without prior notice in instances which may include when these Terms & Conditions are broken and also when they are not. Island Aqua Park recognises that they are only aware of what they are told and take all agreed terms and conditions as the truth in good faith.

17- All aqua park visitors must be a minimum of 6 years old and 110 cm tall. You must be comfortable in water and able to swim.

18. Island Aqua Park does not offer refund for any purchased sessions. With 48 hours notice a customer may receive a credit to their account to use within defined operational times.

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

20. Island Aqua Park may need to close due to inclement weather and will reschedule sessions to an appropriate time but not offer a refund.