

AQUAPLAY WAIVER & LIABILITY RELEASE

Date of Tour/Hire:

First Name:

Last Name:

Email:

Phone Number

D.O.B

Emergency Contact Person:

Emergency Contact Number:

- Do you have any medical conditions that we need to be aware of? (Please circle)

YES NO

- Can you tread water for 5 minutes wearing a PFD (this is a requirement of the Seabike Tour)

YES NO

- Can you swim 50 metres unassisted ? (If you can't it is a requirement that you wear PFD on all hire equipment)

YES NO

I fully indemnify Aquaplay Rottneast (including its directors, employees, agents, subcontractors, associates and assignees) from and against all claims, actions, causes of action by or on behalf of any other person and all judgements, costs of litigation and fees which may in any way result from any use or intended or attempted use by any of the facilities, equipment and services of Aquaplay. Participants must be 18 years of age or older and sign this Agreement personally or by an Agent, or Guardian if under 18 years.

By signing this document, I honestly declare that:

1. I Understand that the use of the Sea bikes, pedal boards, SUPs & inflatable kids jet skis, on land or on water, involves certain inherent risks. Serious injuries, and even death can occur. Treatment in hospital may be required. I further understand that this activity may be conducted at a site that is remote, either by time or distance, or both, from such facility. I still choose to proceed with such activity in spite of the possible absence of such facility in proximity to the site.

2. I have considered my health and ability to participate in the proposed activities. I am confident that my health and safety and that of other participants will not be put at risk by me taking part. I will make Aquaplay aware if I have any current medical condition that may affect or limit my ability to participate in this activity.

3. I also understand that seabiking SUPing, pedla boarding and kids jet skiing activities require a moderate amount of physical effort and while I will be exerting myself during this activity, and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I expressly assume that risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same.

4. I understand that outdoor recreational activities, in this instance, seabike tours, SUPing, pedal boarding, kids inflatable jet skiing and walking included, inherently involve some risks. I will not hold Aquaplay, its staff, or volunteers, liable for any personal loss or injury sustained or damage to personal property during any of our Tours.

5. I acknowledge that in undertaking any of the above activities or using any of the services, equipment and facilities of Aquaplay both my property and my person are solely at my own risk.

6. I acknowledge that Aquaplay does not warrant either expressly or impliedly, my safety or the safety of others in the use of the services, equipment and facilities of Aquaplay.

7. I agree to pay for any loss, damage or injuries caused by or resulting from any use of or intended or attempted use by me of any of the facilities and services of Aquaplay

8. I agree to abide by all rules and regulations established by Aquaplay and any directions of any employee of Aquaplay regarding the use of facilities, equipment and services of Aquaplay

9. I agree to use the personal protective equipment provided for each activity as applicable.

10. I understand that photo/video may be taken of me during the tour and used for promotional purposes

11. I give permission for First Aid to be administered by staff (qualified at least to Senior First Aid certificate level) when deemed necessary.

12. I am over the age of 18 years. If under the age of 18 years, my Guardian will sign this Agreement on my behalf.

- Signature of Participant *

If customer is under 18 years old, parent/guardian must sign for them.