

# WAIVER AND DISCLAIMER

**THE BIG BLUE SAILING SCHOOL PTY LTD ABN: 41 116 850 992  
TRADING AS AQUA WARRIOR**



**AGREE THAT**

[\*insert full name of Participant]

1. I am aged 18 years or more and have legal capacity to sign this agreement.
2. I am less than 18 years of age, my parent or legal guardian has legal capacity and signs this form on my behalf and consents to my participation in the activities at Aqua Fun Park Twin Waters ACN 613 039 679 ("the Park").
3. I do not suffer from any medical condition or know of any other reason which may impede my ability to participate safely in the activities at the Park.

### **By signing this Waiver, I agree that-**

1. Using the facilities at the Park is a dangerous recreational activity with obvious risks as defined by the Civil Liability Act 2003 (Old). Provisions of that Act relating to dangerous recreational activities with obvious risks shall apply to my participation in the activities at the Park.
2. The activities involve real risks which may cause injury or harm and those injuries may result in death or disability.
3. I will participate at my own risk and, by doing so, I fully appreciate and voluntarily assume the risks of injury and harm to my health and safety.
4. I must comply with all instructions and directions given to me by staff. Employees, servants or agents of the Park in relation to my activities and behaviour.
5. I agree to indemnify, release and absolve from any liability whatsoever Aqua Fun Park Twin Waters ACN 613 039 679 and its directors. Servants. Agents. Employees. Contractors. administrators and assigns including all liabilities, present and future, that may be suffered or incurred including legal costs arising from any demand or claim caused by any reason whatsoever including, without limitation, any negligent act or omission by the Park or its directors, servants, agents, employees and contractors.
6. This Release and Waiver is ongoing and will apply to all occasions, present and future, during which I participate in any activities at the Park.
7. Aqua Fun Park Twin Waters ACN 613 039 679 has my consent to use photographs, video and other images of me for promotional and advertising purposes.
8. This document is a legally binding contract and is signed by me in consideration of the Park permitting me to participate in activities at the Park.
9. This document may be relied upon by the Park in any legal proceedings and shall be binding on me, my executors and personal representatives, next of kin, and heirs.
10. This document is governed by the law of Queensland.
11. I have read and understood this document and the terms contained within it. I have been provided with an opportunity to receive advice upon and clarification of any queries in relation to the content of this document and my participation in activities at the Park.
12. I am not relying upon any verbal or written statements, representations, assurances or guarantees given by the Park or its directors, employees, servants, contractors or agents.
13. I sign this document freely and voluntarily with full knowledge of my rights being waived.
14. I have had sufficient opportunity to read this entire document before signing. I have read the document and understand it and I agree to be bound by its terms.

**I HAVE READ AND AGREE TO THE TERMS ABOVE**

NAME \_\_\_\_\_ SIGNED \_\_\_\_\_ DATE \_\_\_\_\_