



## PARTICIPANT DISCLAIMER & INDEMNITY

Oxford Wet n Wild Limited cares for the safe welfare of all Participants. We consider Health and Safety to be important for all Participants and require you to read and review this statement and indemnity form to establish our level of commitment to your health and safety.

Participants must be aged 6 years of age or over, and also be 1.1m in height to be able to go on the Aqua Park with parental consent. Participants under 11 years of age must be accompanied by a responsible adult on the Aqua Park - 1 adult can supervise 3 children. Participants under 16 years of age require an adult to accompany them and remain on site for the duration of their stay. An Adult is someone over the age of 18.

An adult must sign the child's disclaimer on their behalf for any child under 18 years of age.

Your acceptance by signing below will act as your signature as a Participant and/or as the legal parent/guardian should the Participant be under 18. You must be over 18 to sign on behalf of anyone under the age of 18. Participants must be confident in the water and able to swim 50m unaided in order to participate in these activities. You acknowledge water based activities can be a dangerous activity. Resulting injuries may include: cuts, grazes, sprains, bone fractures, loss of consciousness or drowning. You must report any accidents or injuries to a member of staff. We can confirm safety devices (buoyancy aids) will be supplied. All Participants must wear supplied safety equipment at all times without tampering with or removing such equipment. Participants must always follow instructions given by Oxford Wet n Wild staff. We have the rights to terminate your activities should you not comply with instructions. If this should happen you will not be entitled to any refund or rebooking. Participants will ensure their own safety whilst taking reasonable care when undertaking water based activity. Participants must not partake in any of our activities whilst under the influence of Drugs or Alcohol and Oxford Wet n Wild staff, agents or representatives reserve the right to remove you if we see fit. By entering the Aqua Park, Participants accept that, as outlined below, you have a duty to take reasonable steps to ensure your own safety, taking into consideration any personal medical conditions that you may have. If there is any possibility you might be pregnant, you should not take part.

By submitting this form you confirm that you have read and understand the safety requirements as set out above and will listen to all instructions from Oxford Wet n Wild staff or ensure that all Participants comply with such instructions and observe safety notices placed on site. You confirm by submitting this form, you have read and understood the Entry Conditions within our Terms & Conditions.

### DISCLAIMER

You agree to take responsibility for your own and others health and well-being and property in relation to the use of the Oxford Wet n Wild Aqua Park.

**To the maximum extent permitted by law, Oxford Wet n Wild Limited accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Oxford Wet n Wild Aqua Park whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the use of the Aqua Park. You agree to be responsible for your own property.**

You agree to indemnify and keep indemnified Oxford Aqua Park Limited, its directors, employees/staff, Landlord and any other person or persons as may be authorised by Oxford Aqua Park Limited to promote or organise this activity from and against all actions, claims, costs, expenses and demands in or connection with your failure to comply with any of your obligations as set out above. Nothing in this disclaimer shall limit or exclude our liability for death or personal injury resulting from our negligence or limit any of our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law. By submitting this form you confirm that you are over the age of 18 (and competent to provide this indemnity) and you have read the disclaimer and indemnity carefully and understand the terms and conditions. You acknowledge that you have read the Disclaimer and agree to provide the Indemnity requested. You acknowledge that you have agreed to submit your acceptance to this Disclaimer and Indemnity without any inducement, assurance or guarantee, and intend this paper submission to serve as confirmation of your complete and unconditional acceptance of the terms, conditions and provisions of the Disclaimer and Indemnity

Signature ..... Date: .....

Print Name .....

**COTSWOLD COUNTRY PARK & BEACH**

Waiver/Disclaimer

DISCLAIMER You agree to take responsibility for your own and others health and well-being and property in relation to the use of AquaVenture. To the maximum extent permitted by law, Planning Solutions Limited accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of AquaVenture whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the use of AquaVenture. You agree to be responsible for your own property. You agree to indemnify and keep indemnified Planning Solutions Limited and AquaVenture, its directors, employees, and any other person or persons as may be authorised by Planning Solutions Limited to promote or organise this activity from and against all actions, claims, costs, expenses and demands in or connection with my failure to comply with any of my obligations as set out above. Nothing in this disclaimer shall limit or exclude our liability for death or personal injury resulting from our negligence or limit any of our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law. By submitting this form you confirm that you are of over the age of 16 (or and competent to provide this indemnity and you have read the disclaimer and indemnity carefully and understand terms and conditions. You acknowledge that you have read the Disclaimer and agree to provide the Indemnity requested. You acknowledge that you have agreed to submit your acceptance to this Disclaimer and Indemnity without any inducement, assurance or guarantee, and intend this electronic submission to serve as confirmation of my complete and unconditional acceptance of the terms, condition and provisions of the Disclaimer and Indemnity

Signature .....

North Yorkshire...

Covenant not to Sue and Agreement to indemnify the Operators.

The Participant, on behalf of himself/ herself and his or her heirs and personal representatives hereby Covenants not to bring any claim for death, injury or any other loss whatsoever (including costs) and without limitation (save in respect of negligence based claims) against the Operators, their staff, agents, and Landlords or to execute upon any judgement against them and releases them from liability for any such claims and specifically agrees to fully indemnify the Operators against any and all losses or legal costs (including wasted costs) and damages or compensation payments that they may incur in defending any such claim instigated by or on behalf of the Participant or his or her estate including, for the avoidance of doubt, any negligence based claim.

SAMPLE FROM NEW FOREST: ??