



## **CHILDREN'S GROUP REGISTRATION (UNDER 18)**

### **AGREEMENT BETWEEN THE PERSON NAMED OVERLEAF (the "Users") AND JOHN BATTLEDAY WATERSKI LIMITED (the "Company") - TERMS AND CONDITIONS GOVERNING THE USE OF THE COMPANY'S FACILITIES**

#### **SECTION 1 – USER'S CONFIRMATIONS**

I, the User, confirm as follows:

1. I understand and accept that in participating in watersports activities (wakeboarding, water skiing, kneeboarding, wakeskating) that there is an element of danger and risk of injury to myself, which I undertake at my own risk.
2. I understand and accept that in participating in watersports activities that there is an element of danger and risk of injury to others and consequently undertake to use the Company's equipment and facilities (the "Facilities") and to conduct myself while on the Company's premises in a sensible and responsible manner and in compliance with all notices, instructions and directions as published or displayed from time to time and in compliance with any instruction given to me by any authorised person in the Company's employment or control (an "Authorised Person"). I have read and acknowledge that conduct of the type set out in Section 3 below would amount to a breach of this paragraph;
3. I understand that fraudulent use of a wristband or any form of ticket will result in disciplinary action. All persons involved will lose the use of their wristband and have their user account disabled. To re enable their account, they must go through the beginners test & disclaimer.
4. That I will not use the Company's cable skiing facility for the first time (a) without attending a first timer's training session and (b) without meeting the Minimum Standard (as defined in Section 2 below);
5. That I am in good state of health and free from any injury, medical condition, disease or illness which may be aggravated by participating in watersport activities or which may make it unsuitable for me to participate in such activities;
6. That I will not use the Company's Facilities while under the influence of any drugs or alcohol; and
7. That I will fully indemnify the Company, its directors, agents and employees against any claim brought by any third party for loss, damage, injury or death which has been caused by any action or omission of mine or any act or omission of any child of which I am the lawful parent or guardian or any child whose supervision is wholly or partly my responsibility at the time of the relevant act or omission that would if they had agreed to the same with full capacity to do so amount to a breach of these Terms and Conditions or which amounts to negligence or a wilful act or omission.
8. That when accompanying a child or children I will comply and ensure that the child or children comply with Section 4 below.



9. That I will not take photographs, video images or other images of young people to be taken or used without the consent of the parents/carers and the young person.
10. I understand that on my first visit purchasing a cable pass provides me with the basic instruction and that individualised personal instruction is available to me upon scheduling.
11. I acknowledge that nothing in these Terms and Conditions is intended to avoid liability, on the part of the Company, for personal injury or death caused by the negligence of wilful act of its employees or agents.

## SECTION 2 - MINIMUM STANDARD FOR CABLE SKI USE WITHOUT JBW QUALIFIED INSTRUCTION

The minimum standard (the "Minimum Standard") is as follows:

1. The ability to:
  - (a) Swim 50m unassisted; and
  - (b) Complete one lap of the cable ski facility to the satisfaction of the person conducting the first timer's training session.

## SECTION 3 – BASIC SAFETY RULES

The following basic safety rules are drawn to the User's Attention and in entering into this agreement the User agrees not to breach the same:

All User's MUST

- Let go of the handle when their path is obstructed
- Wear the approved equipment – helmet, life jacket & wetsuit (or neoprene shorts) at all times.
- Avoid using the Facilities in a manner which might endanger other persons using the Facilities, including skiing close to fallen skiers
- Exit the cable in the designated place - between the two orange buoys or such other place as may from time to time be designated
- Refrain from using the Facilities under the influence of drugs or alcohol
- Refrain from using ramps, sliders and kickers without the use of a proficiency certificate and a helmet
- Obey safety advice and signage and all instructions given to them by authorised personnel
- Refrain from instructing or attempting to instruct other Users on the cable tow.
- Treating The Company's property and the Facilities with respect and care.

This is not intended to be an exhaustive list of safety rules. The Company reserves the right to ask you to leave the Facilities without refund if you break any of the above mentioned rules or behave in a manner which in the opinion of the any authorised person represents a danger or potential danger to yourself or other Users.

## SECTION 4 – CHILDREN

1. GENERAL: All children under the age of 14 years of age must be accompanied by an adult when on the Company's property. The adult must remain on the site for the duration of the child's visit and must supervise them appropriately at all times.



2. CHANGING ROOMS: Young children up to 7 years may use either changing room under adult supervision. Children over 7 must use the male or female changing rooms appropriate to their gender.
3. JOHN BATTLEDAY WATERSKI CABLE: All children must be able to meet the Minimum Standard set out in Section 2 above after achieving the water ski proficiency certificate issued by the Company. This certificate must be shown to the receptionist on any subsequent visits.

**The data controller in respect of any personal data which you provide to us is John Battleday Waterski Limited. Your personal data will be used by us for the purposes of the administration of our business. In addition we may use your data to provide you with details of our products, services and promotional offers and/or those of third parties which we believe may be of interest to you. If our business is acquired by any third party it may also be necessary for use to disclose your data to that third party.**

**If you do not wish us to contact you with details of our products, services and promotional offers and/or those of third parties please tick here**

**We may also provide your personal data to [carefully selected] third parties whose goods or services we believe may be of interest to you so that they can contact you direct. If you object to us disclosing your data to such third parties please tick here**

