



## PARTICIPANT DISCLAIMER & INDEMNITY - PEDALOS

Oxford Wet n Wild Limited cares for the safety and 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 a minimum of 1 year old to be able to go on the Pedalos with a parent or guardian. A responsible adult (18+) must accompany any participant under 10 years of age on the Pedalo and take full responsibility for any non-swimmers.

Pedalos with parental consent; participants over 10 years of age may go on the Pedalo without an adult providing they are able to swim a minimum of 50 metres unaided. An adult must sign the participants' disclaimer and remain on site for the duration of their stay.

Participants under 16 years of age require an adult to remain on site for the duration of their stay.

An Adult is someone over the age of 18.

A maximum of two participants per pedalo is permitted, in addition to one 1-3 year old with a responsible adult on the Pedalo.

For any participant under 18 years of age, an adult must sign the disclaimer on their behalf.

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 over 10 years of age 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 and are mandatory for all participants. 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; Oxford Wet n Wild staff, agents or representatives reserve the right to remove you if we see fit. By hiring the Pedalos, 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. 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 Hiring Conditions within our Terms & Conditions.

### DISCLAIMER

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

**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 Pedalos whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the use of the Pedalo. You agree to be responsible for your own property.**

You agree to indemnify and keep indemnified Oxford Wet n Wild Limited, its directors, employees/staff, Landlord and any other person or persons as may be authorised by Oxford Wet n Wild 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 agreed to submit your acceptance to this Disclaimer and Indemnity without any inducement, assurance or guarantee, and intend this signing submission to serve as confirmation of your complete and unconditional acceptance of the terms, conditions and provisions of the Disclaimer and Indemnity

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

Participant(s) Name(s) .....

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Parent / Guardian Signature & Name .....(if under 18)