



RONGOHIVA WATERPARK
YOUR RELEASE, WAIVER AND INDEMNITY

IN THIS AGREEMENT *RONGOHIVA LIMITED* IS REFERRED TO AS “WE” AND “US”, YOU ARE REFERRED TO AS “YOU”.
PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY.

WE ALLOW YOU TO PARTICIPATE ON OUR WATERPARK ONLY IF YOU SIGN THIS RELEASE, WAIVER AND INDEMNITY IN OUR FAVOUR.

THE WATERPARK ACTIVITIES INVOLVE CLIMBING, SLIDING, AND MANOEUVRING ON INFLATABLES ATTACHED TO CONCRETE ANCHOR BLOCKS. YOU WILL BE EQUIPPED WITH A LIFEJACKET THAT YOU MUST WEAR AT ALL TIMES. YOU MUST FOLLOW THE INSTRUCTION OF RONGOHIVA STAFF, ABIDING BY DIRECTIONS GIVEN ON THE USE OF THE DIFFERENT INFLATABLES. AT NO TIME ARE YOU TO SWIM UNDER THE INFLATABLES AS THERE IS RISK OF ENTANGLEMENT WITH THE ANCHOR ROPES.

YOU ACCEPT THAT AS WITH ALL SWIMMING AND WATER PLAY ACTIVITIES, PARTICIPATION IN OUR ACTIVITIES INVOLVES MANY INHERENT RISKS, DANGERS AND HAZARDS (AND EVEN INJURY OR DEATH), INCLUDING, BUT NOT LIMITED TO: CHANGING WEATHER CONDITIONS; EXPOSED ROCKS OR OTHER NATURAL OR UNNATURAL OBJECTS AND MARINE LIFE; CHANGES IN THE CONDITION AND QUALITY OF WATER; CHANGES OR VARIATIONS IN THE WATER SURFACE, INCLUDING CHANGES DUE TO MAN-MADE OR ARTIFICIAL INFLUENCES SUCH AS BOAT WAKES, AND STORMS; IMPACT WITH OTHER BOATS, DOCKS OR STRUCTURES, OBJECTS OR EQUIPMENT USED IN CONNECTION WITH PLAYING ON INFLATABLES, AND OR OPERATING WATER VESSELS; IMPACT OR COLLISION WITH OTHER WATER VESSELS OR WITH OTHER USERS OF THE WATERPARK; STORMS; THE FAILURE TO PLAY SAFELY WITHIN ONE’S OWN LEVEL OF PHYSICAL OR EMOTIONAL HEALTH; NEGLIGENCE OF OTHER WATER VESSELS OR USERS OF THE WATERPARK; NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT YOU FROM THE RISKS, DANGERS AND HAZARDS.

YOU ARE ALLOWED TO EXIT THE WATERPARK AT ANY MOMENT THROUGHOUT YOUR ALLOTTED TIME OF PLAY. HOWEVER, IF YOU WISH TO EXIT, NO REFUNDS ARE GIVEN ONCE YOU HAVE ENTERED THE WATERPARK.

WE RESERVE THE RIGHT, IN OUR ABSOLUTE DISCRETION, TO REFUSE TO ALLOW YOU TO PARTICIPATE IN THE ACTIVITIES OR TO REMOVE YOU FROM THE WATERPARK FOR BREACH OF THE TERMS AND CONDITIONS OUTLINED IN THIS WAIVER OF LIABILITY OR IF WE OTHERWISE DETERMINE IT APROPRIATE TO DO SO. WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND IF YOU ARE REMOVED FROM THE WATERPARK FOR ANY REASON.

WE NOW ASK YOU TO GIVE US YOUR RELEASE, WAIVER AND INDEMNITY.

In return for Us letting you participate in Our activities, You now personally assume all risks in connection with your participation, for any harm, injury or damage You or your belongings might suffer while participating or as a result of participating in Our activities. You also personally assume all related risks, whether foreseen or unforeseen and whether or not they are caused in any way by the negligence (active or passive) of any party, including the Released Parties referred to below and you waive and release all the Released Parties from all liability.

You understand and agree that neither We, nor the lifeguards on duty or any other crew member nor any of Our other employees, officers, agents or assigns, nor the Ports Authority nor any of its employees, officers, agents or assigns (collectively the “Released Parties”) will be liable or responsible in any way for any injury, death, or other damages to You, to any participant or Your (or their) family, heirs, or assigns or to the belongings of any person that may occur as a result of Your participation in Our activities, whether or not that happens as a result of the negligence (active or passive) of any party, including You, Us and/or any of the Released Parties.

In addition You indemnify all of the Released Parties from any claim or lawsuit by You, any of Your family, estate, heirs, or assigns or any third party, that relates to Your participation in Our activities or presence on our waterpark or as a result of the negligence (whether active or passive) of any party, including the Released Parties.

In addition you give Us a full release and licence to use (without charge) your image in connection with the promotion of our business and in connection with all media in which that promotion occurs.

This document is governed by the laws of the Cook Islands and You agree that all litigation regarding any claim will be brought in the High Court of the Cook Islands.

You state that You are **18 years of age** or over, are of good health and legally competent to sign this liability release, or if below that age your parent or guardian has countersigned this Agreement below.



I HAVE READ THE TERMS AND CONDITIONS OF THIS RELEASE, WAIVER AND INDEMNITY AND I NOW AGREE TO THEM.

IN SIGNING THIS AGREEMENT, I, FOR MYSELF AND MY HEIRS AND EVERYONE ON WHOSE BEHALF I SIGN THIS DOCUMENT (AND THAT INCLUDES ALL MEMBERS OF MY PARTY WHO MAY USE THE WATERPARK BUT NOT SIGN A COPY OF THIS AGREEMENT), RELEASE AND INDEMNIFY ALL THE RELEASED PARTIES DESCRIBED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER THAT MAY BE CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF ANY RELEASED PARTY, WHETHER ACTIVE OR PASSIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT.

DATE _____

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