



SEAL SWIM RELEASE AND INDEMNITY

Name:	
Address:	
<i>If you would like to receive monthly updates on what's happening at UnderWater World SEA LIFE Mooloolaba please provide your email address</i>	Email:
<p>PLEASE READ THIS DOCUMENT CAREFULLY, IT CONTAINS RELEASES OF LIABILITY AND WAIVERS OF CERTAIN LEGAL RIGHTS.</p> <p>Any reference to "UnderWater World SEA LIFE Mooloolaba" herewith is a reference to UnderWater World SEA LIFE Mooloolaba Pty Limited trading as UnderWater World SEA LIFE Mooloolaba, their officers, servants and/or agents and each of them.</p> <p>In consideration of UnderWater World SEA LIFE Mooloolaba allowing me to engage in swimming activities at UnderWater World SEA LIFE Mooloolaba, I acknowledge, understand and agree to the following as express terms and conditions of entry when swimming at UnderWater World SEA LIFE Mooloolaba.</p> <ol style="list-style-type: none"> 1. I will be swimming entirely at my own risk in a tank/pool in which seals and other marine life, will or may be present. 2. I agree and acknowledge that swimming with the marine life referred to in (1) above is a recreational activity that involves obvious and inherent risks including but not limited to risks of personal injury or death. 3. I warrant to UnderWater World SEA LIFE Mooloolaba that I am of good health, am not pregnant and am a competent swimmer. 4. I agree regardless of any negligence on the part of UnderWater World SEA LIFE Mooloolaba to release UnderWater World SEA LIFE Mooloolaba from and against all liabilities, claims, losses, damages, costs and expenses of whatever nature, howsoever occurring which may accrue against or be suffered by UnderWater World SEA LIFE Mooloolaba arising out of, or in any way connected with, my attendance at UnderWater World SEA LIFE Mooloolaba regardless of the form of action, whether in contract, tort (including negligence), breach of statutory duty or otherwise. 5. Certain legislation, including the <i>Competition and Consumer Act 2010 (Cth)</i>, may imply warranties or conditions or impose obligations upon UnderWater World SEA LIFE Mooloolaba which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. This Seal Swim Release and Indemnity must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which UnderWater World SEA LIFE Mooloolaba is entitled to do so, UnderWater World SEA LIFE Mooloolaba limits its liability in respect of any 	<p>claim under those provisions to, at UnderWater World SEA LIFE Mooloolaba option: the supplying of the services again; or the payment of the cost of having the services supplied again.</p> <ol style="list-style-type: none"> 6. I agree regardless of any negligence on the part of UnderWater World SEA LIFE Mooloolaba to indemnify UnderWater World SEA LIFE Mooloolaba from and against all liabilities, claims, losses, damages, costs and expenses of whatever nature, howsoever occurring which may accrue against or be suffered by UnderWater World SEA LIFE Mooloolaba arising out of, or in any way connected with, my attendance at UnderWater World SEA LIFE Mooloolaba regardless of the form of action, whether in contract, tort (including negligence), breach of statutory duty or otherwise. 7. Clauses 1-6 above are: <ol style="list-style-type: none"> (a) to be construed individually and should one or more of those clauses (or any part of any clause) become invalid or unenforceable the remaining clauses shall remain valid and enforceable; and (b) are determinative of the parties' liability (except to the extent that statute may provide otherwise) relating to my attendance at UnderWater World SEA LIFE Mooloolaba and those clauses shall remain in force notwithstanding the termination of these Terms and Conditions of Entry. <p>Signature _____</p> <p>Witness _____</p> <p>Date _____ UWW SEA LIFE Mooloolaba Supervisor _____</p> <p>Under 18's (parent/guardian to complete) I acknowledge that when swimming at UnderWater World SEA LIFE Mooloolaba my son/daughter _____ (date of birth) _____ will be swimming a tank in which seals will be present and I declare that I, _____ (parent/guardian) acknowledge that my son/daughter do so at their own risk. I further declare that my son/daughter is of good health and is a competent swimmer.</p> <p>Signature _____</p>