



## **Animal Adventures Terms and Conditions and Assumption of Risk Agreement**

In any adventure activity, there is an element of risk involved. In undertaking one of our animal adventures (Snorkel Safari/Stingray Splash/ Fish Face Off/ Discover Scuba or Shark Survival) you must be aware that these activities are carried out in an environment that includes numerous fish and sea life and there are risks involved in being in this environment. Scuba Diving is a physically strenuous activity and risks can include panic, hyperventilation, drowning or DCI (Decompression Illness).

The staff and management of Kelly Tarlton's Antarctic Encounter and Underwater World take all practicable steps to identify and minimise potential dangers.

- You must follow our instructions and use the equipment provided at all times.
- Adults accompanying any person under the age of 18 must ensure that the underage person follows our instructions at all times.
- You must release or indemnify Kelly Tarlton's Antarctic Encounter Underwater World and our staff against any liability we incur to anyone else, resulting from your failure to follow our instructions or the failure of any person accompanying you under the age of 18 to follow our instructions.
- Kelly Tarlton's reserve the right to cancel or cease an encounter without prior notice in the event that they consider there to be a risk or danger to the marine life, the participant or others.
- Kelly Tarlton's reserves the right to cancel an encounter if a session booking is for less than two people
- Kelly Tarlton's reserves the right to refuse admission to an encounter or to ask a participant to leave the encounter as a precaution or if the participant does not follow instructions given by the guide
- No refunds will be given for participant cancellation seven days or less of the booked event date
- Bookings for an encounter can only be confirmed upon receipt of payment
- Under circumstances out of the control of Kelly Tarlton's where an encounter has been cancelled or curtailed, participants are entitled to rebook the encounter, obtain a full refund.
- You are entitled to access any information we hold about you or to request its correction at any time.

**WARNING:** Under New Zealand law it is extremely unlikely that you will be able to sue anyone if you are injured. In addition, New Zealand's accident compensation scheme provides only limited assistance to visitors to New Zealand who are injured. We strongly recommend that all visitors to New Zealand have full insurance covering any injury they might suffer, including medical treatment cover, before undertaking this activity.

**EXCLUSIONS:** To the extent permitted by law, all our liability for damage to your property, disruption to travel plans, or mental injury is excluded. This exclusion is subject to any rights or remedies you may have under the Consumer Guarantees Act 1993.

**In signing this document, I/we acknowledge that I/we have read and understood the above terms and conditions and adhere to the criteria for participation:**

Name: \_\_\_\_\_

Encounter: \_\_\_\_\_

Dive Skill Level/Certification: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Date of Birth \_\_\_\_\_

Emergency Contact (Name/ Phone): \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Customer \_\_\_\_\_  
(Parent or guardian if under 18 years)