



## Shark Cage Terms and Conditions

In any adventure activity, there is an element of risk involved. In undertaking our Shark Cage Experience you must be aware that this activity is carried out in an environment that includes numerous fish and sea life and there are risks involved in being in this environment.

The staff and management of Kelly Tarlton's SEA LIFE Aquarium take all practicable steps to identify and minimise potential dangers.

- You must follow our instructions and use the equipment provided at all times.
- Participants must be able to swim.
- Participants aged 17 years and under MUST be accompanied into the cage by a parent/guardian aged 18yrs+.
- You must release or indemnify Kelly Tarlton's SEA LIFE Aquarium and our staff against any liability we incur to anyone else, resulting from your failure to follow our instructions
- Kelly Tarlton's SEA LIFE Aquarium reserves 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 SEA LIFE Aquarium reserves the right to cancel an encounter if a session booking is for less than two people.
- Kelly Tarlton's SEA LIFE Aquarium 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.
- In order to be confirmed, a booking must be paid in full.
- Under circumstances out of the control of Kelly Tarlton's SEA LIFE Aquarium 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.
- Personal cameras are allowed into our shark tank during our Shark Cage Experience.
- Arrival later than 10 minutes after the scheduled start time will be considered a no-show and participant will not be entitled to a refund.
- Cancellation policy:
  - This ticket is non-refundable.
  - Date changes are possible 4 or more days before the booked experience subject to availability.
  - Date changes are not permitted 3 days or less before the booked experience.
- Transfers to friends/family members possible as long as friend/family member meets participation criteria.
- **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 has 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.