

SPLASH LAGOON – 30 September to 7 October 2019

WARNING, RELEASE, INDEMNITY AND ASSUMPTION OF RISK

THIS WARNING, RELEASE, INDEMNITY AND ASSUMPTION OF RISK MUST BE ACCEPTED, INITIALLED, SIGNED AND DATED WHERE INDICATED AND PROVIDED TO THE OPERATOR AS A CONDITION OF ENTRY.

PLEASE READ CAREFULLY

RISK WARNING Participation at the Splash Lagoon (the Activity) is a water and inflatable recreational activity which involves inherent, incidental and significant risks, including but not limited to, collision with objects, collision with other persons, personal misjudgement and failure of equipment. The pools and obstacles of the Splash Lagoon are all inflatable items anchored in place. As such they are slippery and can be unstable. The risks in participating in the Activity may result in or materialise in harm including physical harm such as injury, disability or death. People with heart or health problems, or pre-existing injuries should not participate in the Activity.

I acknowledge that I am about to engage in a water inflatable recreational activity and I fully understand the risks involved.

TERMS AND CONDITIONS

The Participant (or Guardian for the Participant under 18 years of age) must initial each line below, confirming they have read each clause

1. In consideration for the participation in the Activity, the Participant agrees:
 - (a) to be bound by the contents of this document;
 - (b) that it has read and understood the Operator's Rules and Conditions of Entry (set out below); and
 - (c) that it has capacity to enter this document.

x

2. The Participant acknowledges and agrees that it hereby waives any liability for a breach of contractual, statutory or tortious duty of care and releases, indemnifies and holds harmless the Operator with respect to any claim for, but not limited to:
 - (a) negligence for breach of duty of care, failure to warn or failure to exercise reasonable care and skill;
 - (b) breach of contract for breach of any express or implied warranty, obligation, term or contractual duty of care; or
 - (c) breach of any statute, or statutory warranty (to the extent that the warranty can be excluded) or implied term,

for any injury, loss, damage, death and economic loss whatsoever suffered by the Participant or any person, whether consequential, direct or indirect, caused by or connected with the Participant's participation in the Activity.

x

RULES AND CONDITIONS OF ENTRY

1. Lifesavers are not babysitters; parental or adult supervision of children is required.
2. No smoking within the boundary of the Splash Lagoon area or within 100 metres of the entrance of the Splash Lagoon area.
3. No alcohol to be brought into or consumed within the Splash Lagoon area.
4. No entry to pools without an armband.
5. Follow operator's instructions at all times.
6. Maximum 150 swimmers per session.
7. Maximum weight on slides 90kg per person.
8. Yes, you can have floaties on your child.
9. Splash Lagoon's pools are mainly suited for ages under 13 years. All community members welcome, but should any patrons misbehave or don't follow directions from staff, they will be asked to leave the premises and no refund will be given.
10. Please ensure swimmer nappies are used for younger children.
11. No large floating devices allowed, eg surfboards, tyre tubes, aqua ducks, blow up thongs.
12. No hot food or drinks allowed near pools, please keep food and drinks in allocated area.

I acknowledge that I have READ AND UNDERSTAND the above Rules and Conditions of Entry and AGREE TO BE BOUND by them.

Participant Name: _____ Signature: _____ Date / / 19

In the case of a Participant **under the age of 18:**

1. In consideration for permitting the Participant to engage in the Activity, I warrant that I have full and complete authority to execute this as a binding and enforceable document and I release and indemnify the Operator and any supplier of services and their directors, employees, agents, contractors and insurers against any claim, liability, loss or damage arising out of the participation in the Activity;
2. I am at least 18 years of age; and
3. I have read and understood the Risk Warning as well as the Rules and Conditions of Entry, which form part of this document, and have conveyed them to the Participant/s.

Name of Parent or Guardian: _____ Signature: _____ Date / / 19

If a parent or guardian is signing this document on behalf of more than one or more minors (under 18 years), please fill in the relevant details below of each Participant:

Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age
Name	Age	Name	Age

Name

Suburb Post Code

Email Address Phone Number

Personal Information Collection

Peet Limited ACN 008 665 834, its related companies, and managed syndicates and trusts including Peet Flagstone City Pty Ltd ACN 151 187 594 ("Peet", "we", "us", "our") (collectively the 'Operator') are bound by the Privacy Act 1988 (Cth) (Privacy Act). We collect and hold personal information about you, such as your name and contact details, financial details including about your income and credit worthiness, and any other information that we require to do business with you. We collect this information about you in order to provide you with an appropriate product or service, to maintain our business records and otherwise run our business and facilitate distribution of payments and communications to you. We will collect your personal information directly from you except where doing so would be impracticable or unreasonable. You may refuse to provide us with some or all of your personal information, however, doing so may limit the ways in which we can interact with you. We may disclose your personal information to third parties, including our related companies, representatives, contractors and agents, our professional advisers, auditors and insurers and your representatives and agents. We are unlikely to disclose your personal information outside of Australia. We may also use your personal information to communicate with you regarding new estates, developments and investment opportunities that may be of interest to you. You may opt out of receiving these communications at any time by contacting us on the details provided below or using our unsubscribe request that is included on all electronic communication. Our Privacy Policy which can be viewed at www.peet.com.au/privacy-policy explains how you can seek access to, and correction of, the personal information that we hold about you, as well as how you can make a complaint about the handling of your personal information and how we deal with complaints. Any questions, concerns or complaints can be directed to the Privacy Officer at PO Box 7224, Cloisters Square, Perth WA 6850 or privacy@peet.com.au or +61 8 9420 1111.

Please tick the relevant boxes for your circumstances:

- I would like to receive community information on events, activities and development in 'Flagstone'.
- I am interested in receiving information on land and home sales in 'Flagstone'.
- Please do not add my details to your database.