

## **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 SEA LIFE Kelly Tarlton's 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** have a Risk Agreement Form signed by a parent or a legal Guardian.
- Participants aged 17 years and under **MUST** be accompanied into the cage by a parent/guardian aged 18yrs+.
- You must release or indemnify SEA LIFE Kelly Tarlton's Aquarium and our staff against any liability we incur to anyone else, resulting from your failure to follow our instructions.
- SEA LIFE Kelly Tarlton's 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.
- SEA LIFE Kelly Tarlton's Aquarium reserves the right to cancel an encounter if a session booking is for less than two people.
- SEA LIFE Kelly Tarlton's 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 SEA LIFE Kelly Tarlton's 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. SEA LIFE Kelly Tarlton's will not be held responsible for any lost or damage of personal cameras.
- 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:**

- Cancellations must be advised in writing to [operations@kellytarltons.co.nz](mailto:operations@kellytarltons.co.nz)
- Cancellations between 0-5 days prior will receive no refund.
- Cancellations 6 days or more prior will receive a full refund.
- Date changes are not permitted 3 days or less before the booked experience.
- Date changes are possible 4 or more days before the booked experience subject to availability.
- 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 Corporation 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.