Aquatopia Water Park - Terms & Conditions of Entry (1/3)

GENERAL

You must be 1.2 metres tall to ride some attractions.

You must be 16 years or older to enter the Water Park unaccompanied.

Children 0-5 years of age must be accompanied in the water (within arms' length) by a person 16 years of age or older at all times. A supervision ratio of 1:2 applies.

A guardian 16 years+ must actively supervise and maintain constant visual contact of children 6–15 years at all times - a ratio of 1:4 applies.

We do NOT offer student or pension discounts. Guests who do not wish to use the attractions, but wish to enjoy the surrounds, must still pay an entry fee. This includes parents and guardians supervising or waiting for children.

Read and obey all posted signs.

Obey all instructions given by the attendants and operators.

Ride at your own risk.

No external, commercial food packaging (pizza boxes, chicken buckets, sushi or sandwich platters, etc) are permitted within the facility. Any 'outside' foods are to be packed/wrapped in household containers/packaging. A kiosk is available to purchase food as well.

Smoking, e-cigarettes, vapes and 'shisha' are not permitted on any part of the premises, including within four (4) metres at the entrance and exits to the buildings. Patrons may use their wristband/ride-band as a pass-out.

You agree to let us inspect any bags or other goods in your possession or your locker immediately upon request.

The following may not be brought into Prairiewood Leisure Centre – alcohol, drugs, glass and other breakables, knives, any substance likely to cause damage to property, animals (other than guide dogs for the visually impaired); bicycles, scooters, roller blades or skateboards.

Fairfield City Leisure Centres (FCLC) staff have the right to refuse entry to any person at its sole discretion. You may be refused entry or evicted if you are under the influence of drugs or alcohol.

Fairfield City Leisure Centres may at any time remove any Patrons, if in the opinion of FCLC staff, such Patrons are engaging in disruptive or disorderly conduct including, but not limited to: any conduct which adversely impacts on other Patrons or damages property; verbally or physically threatening staff or other persons; swearing aloud; and gaining or attempting to gain unauthorised and/or wrongful access.

FCC will not be responsible for any loss of property. You are responsible for your own personal property. There are a limited number of lockers available for hire.

The management of Prairiewood Leisure Centre reserves the right to interpret these guidelines based on the unique circumstances of any given situation. Further, any issues not specifically referenced by these guidelines will be handled with the best interests of all affected parties.

Glasses, goggles and jewellery/piercings must be removed prior to riding. Swimwear with zippers are not permitted. These items can cause severe personal injury and damage to the rides / equipment.

PHONES & CAMERAS

Mobile phones and cameras are not permitted to be used in change rooms.

Mobile phones and cameras may be used for private reasons but Patrons may not photograph other Patrons without permission of the Centre(s) management and those Patrons involved.

Whilst on Fairfield City Council (FCC) premises, you grant permission for FCC to take and use photographs, motion pictures, and recordings for any legitimate purpose, including advertising and promotional purposes without remuneration.

You waive any right to inspect or approve the use of the photograph and/or recording,

HEALTH

Patrons with medical conditions are responsible for assessing whether they can participate. You must seek medical advice if uncertain.

Water Park attractions are not recommended for expectant mothers, persons with a history of neck, back, joint or heart problems, or persons overweight or with physically limiting conditions. Guests with injuries (casts, bandages, etc) or contagious diseases are not permitted on the attractions.

Regular nappies/diapers are not allowed in any pool or attraction. Swim nappies / diapers are available at kiosks.

LIFEGUARDS / PARENT SUPERVISION

Please supervise children at all times! Lifeguards are an important safety feature but cannot, or do not, replace the close supervision of parents or guardians.

NO REFUNDS / RIDES OUT OF ORDER

We have a no refund policy for any incorrect purchases, inclement weather and non operational rides or attractions. We may close rides, attractions, waterslides and/or the Water Park on a permanent or temporary basis due to inclement weather, safety, refurbishment, maintenance, Acts of God, or other reasons. Extensions to the validity of any pass you have purchased from us or refunds as a result of limited visitation, suspension, premises or ride closure are not granted (subject to any requirements at law to the contrary).

No refunds or discounts will be given to guests whom are unable to ride the slides due to inappropriate swim attire.

SWIMWEAR

It is a condition of entry that appropriate swimwear, including swim nappies for babies, must be worn at all times when using water attractions.

Boardshorts, '*Speedos'*, One and Two Piece Swimsuit, '*Burkinis*', and Rashguards are the only acceptable types of swim attire. Swimwear with zippers are not permitted.

Staff have the right to remove guests from the attraction/property for any swim attire that is deemed to be inappropriate (brassieres and panties, briefs, boxer shorts, and boxer briefs, bikini underwear, thongs, and G-strings).

Abayas, Sarees, long shirts, long pants and jeans, any sheer or see through items are not acceptable.

SAFETY (NO RUNNING, DIVING, JEWELLERY/PIERCINGS)
Due to safety or operational requirements, weight restrictions may apply on some rides, attractions and waterslides.

The Water Park is a shallow water facility.

Please enter all pools and attractions feet first for your safety.

Diving is not permitted anywhere in the Water Park.

To avoid injury to yourself and others please walk at all times and do not run.

Eye-glasses and jewellery/piercings must be removed prior to riding. FCC is not responsible for lost items, staff are not permitted to hold personal property. Please use the lockers to store your belongings.

Patrons with casts, footwear, eyewear or any hard or sharp objects are not permitted on any water slides and may be restricted on certain rides.

Selfie sticks or other extension devices used to hold cameras, notepads, cell phones or other technical devices are not permitted on any ride at Water Park for safety purposes.

If uncertain of the restrictions for each ride, please ask staff or check signs prior to participating.

ETIQUETTE
For the enjoyment of all guests, queue-jumping or saving a place in the queue is strictly prohibited. Guests who violate this policy may be asked to leave the Water Park.

Guests may not exit a queue and return to the same position for any reason.

WAIVER / INHERENT RISKS
Patrons and those under their care and control enter the Water Park, participate in the programs and use the facilities within the Water Park entirely at their own risk.

Patrons acknowledge and agree that at the time they enter the Water Park, they and those under their control are not aware of any medical or other reason why they or those under their care and control could not do active or passive exercise or otherwise participate in a recreational activity.

If at any stage patrons are having difficulty in participating in a Recreational Activity, they will stop participating in the activity and if appropriate seek assistance of FCC staff.

While in the Waterpark, patrons may participate in a Recreational Activity (as defined under the Australian Consumer Law), which involves inherent risks. Patrons ACKNOWLEDGE AND AGREE that to the extent permitted by Law, upon entry to the Waterpark they RELEASE AND DISCHARGE Fairfield City Council (FCC), its officers, employees, contractors and agents from and against all actions, claims, proceedings and demands in respect of:
(A) death;
(B) the contraction, aggravation, or acceleration of a physical or mental injury, illness, disease or other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that may be harmful or disadvantageous to You and those under Your care and control, which they or those under your care and control might otherwise have had arising under the consumer guarantees (except where such death, injury, illness, disease or other condition is directly caused by FCC's reckless conduct).