

HAMILTON ISLAND CLOWNFISH CLUB

ENROLMENT FORM AND AGREEMENT

General waiver, indemnity and limitation of liability

Please read this agreement carefully. It is a legally binding document. It affects your legal rights and contains releases of liability and a waiver of your legal rights.

In consideration of Hamilton Island Enterprises Limited ACN 009 946 909 ('Provider') allowing
(name of participant) to take part in the activity known as the Hamilton Island Clownfish Club, the participant acknowledges and agrees that they are bound by the following terms:

Dates of Enrolment			
Contact Details			
Parent/Guardian's first name:			
Surname:			
Contact numbers:			
Email address:			
Names authorised to collect children:			
Children's / Participant's Information:	Child 1	Child 2	Child 3
First name:			
Surname:			
Date of birth:			
Age:			
Primary language:			
Are there any custodial arrangements:			
Any medication required:			
Any allergies/illnesses or special needs:			
Emergency Contact: In case of an emergency or in the event that you cannot be contacted who would you like us to contact:			
Name:			
Contact number:			
Relationship to child:			

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Agreement of Enrolment:

1. I hereby accept that all information, particularly health and medical information, provided is correct at the time of enrolment at the Hamilton Island Clownfish Club and accept this may impact upon on the health and care of my child.
2. I have read and acknowledge Hamilton Island's Privacy Policy.
3. In case of sudden illness or accident, and when the parents or guardians cannot be contacted, staff shall seek immediate medical advice in their discretion. All medical expenses incurred will be payable by the parent or guardian.
4. I give Clownfish Club staff the permission to temperature check my child/ren on arrival and while they are attending Clownfish Club.
5. Guaranteed attendance is available with prior booking only.

Late fee:

Late pick up of children will result in a fee (\$50 per 15 minutes).

Illness:

Any child who has had the following: vomiting, diarrhoea, conjunctivitis, heavy cold or any other contagious disease in the past 24 hours will not be admitted into the Clownfish Club. Your co-operation in preventing the spread of illness / disease among children in our care is very much appreciated.

Sunscreen:

Sunscreen is available at the Clownfish Club and is reapplied if necessary. Please inform staff if you do not want this to occur or have special requirements.

General Terms and Conditions

1. To the extent permitted by the law, the participant agrees to release, indemnify and hold harmless, Hamilton Island Enterprises Limited and its related entities ("Provider") and its current and former officers, Associates, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from the participant's participation in the Hamilton Island Clownfish Club except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgement or loss arose out of, was caused by, attributable to or resulted from the Provider's negligence or wrongful act/omission.
2. To the extent permitted by law the aggregate of the Provider's liability to the participant is limited to an amount not exceeding the amount paid by the participant for participation in the Hamilton Island Clownfish Club.
3. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.
4. All of the clauses in this agreement are to be construed individually and should any one of these clauses or parts thereof become invalid or unenforceable or be otherwise severed from this agreement, the remaining clauses shall remain valid and enforceable and such clauses will be determinative of the liability of the participant, the Provider and its Associates (except to the extent any statute may provide otherwise) relating to the participant's participation in the Hamilton Island Clownfish Club.
5. Where the participant is under the age of 18 years of age or otherwise under a legal disability, the legal guardian signs and enters into this agreement on behalf of the participant. All references to "participant" in this agreement will be taken to be reference not only to the participant but also to the legal guardian on behalf of the participant.
6. In this agreement:
'Associates' means any associated or related entity of the Provider, or any employee, servant, agent, director, volunteer, or officer of the Provider or an associated or related entity of the Provider.
7. The terms and conditions may be executed in any number of counterparts and where the parties sign by electronic means, the parties agree that they have each consented to the agreed method of execution and may not subsequently challenge this method.

At various times the Provider may collect personal information about you and/or persons accompanying you during your stay at Hamilton Island. The Provider handles all personal information in accordance with its privacy policy and applicable privacy laws. The Hamilton Island Privacy Policy is available at <https://www.hamiltonisland.com.au/privacy-policy> for your review.

Parent / Guardian signature:

Date: