

Skegness Aquarium Disclaimer and Indemnity

I hereby acknowledge that undertaking an underwater dive is considered a high-risk activity.

I accept I have been made fully aware of and confirm that I fully understand the dangers and risks involved in underwater diving (including but not limited to the medical risks and risks associated with underwater diving at Skegness Aquarium with potentially dangerous animals). In particular, I acknowledge that animal behaviour can be unpredictable. I hereby confirm that, unless where Skegness Aquarium negligent, I will not hold Skegness Aquarium, and any company within the same group of companies and any of their representatives responsible for any liability, expense, loss, claim, damage or injury howsoever caused suffered by me which may occur as a result of my participation in underwater diving at Skegness Aquarium.

I hereby agree to forfeit my dive experience booking if it has been scheduled, at minimum, 24 hours before a flight. In this case, a flight refers to chartered/private flights overseas, helicopter rides or any aviation activity whatsoever.

I acknowledge that I will receive and adhere to pre-dive briefings and confirm that I have read and fully understand all the instructions relating to the dive, the conduct requirements of the dive and the dive plan details. I confirm that I have provided all information requested by Skegness Aquarium and that all such information provided is complete, accurate and not misleading.

I agree that should I for any reason, deviate from the instructions relating to the dive, the conduct requirement of the dive and/or from the dive plan, or if I have failed to provide all requested information or have provided incomplete, incorrect or misleading information, Skegness Aquarium may abort the dive without refund of monies to me. I agree to indemnify Skegness Aquarium, any other company within the same group of companies and all of their representatives from all liabilities, expenses, losses, claims or damages suffered by all or any of them as a result of any such deviation, failure to provide by me.

I acknowledge that the decision of Skegness Aquarium whether or not to allow me to participate in an underwater dive at Skegness Aquarium is final.

I also acknowledge that this disclaimer and indemnity does not affect my statutory or other legal rights.

Skegness Aquarium Diving Terms and Conditions

Skegness Aquarium reserves the right if needed to cancel, alter, or amend any element of the dive experience on offer to meet the operational requirements of the facility.

The participant(s) accept that responsibility or liability falls solely on them should Skegness Aquarium cancel, alter or amend the dive experience in any way.

Full payment **MUST** be made to confirm a booking. Skegness Aquarium does not hold provisional bookings for dives.

In the event of a dive gift voucher being used as a surprise and the participant answers “yes” to one or more of the elements on the PADI medical form the dive experience will be cancelled until a valid Doctor’s certificate can be presented.

If the participant(s) is unable to attend on a particular dive experience Skegness Aquarium will be happy to reschedule providing no less than 14 days’ notice is given. **This 14 day notice will be strictly adhered to.** If rebooking is required then a fee of £20 per participant will be incurred in order to reschedule. Any additional booking charges incurred will be the responsibility of the participant(s). **If the participant(s) wish to reschedule with less than 14 days’ notice given then a FULL PRICE charge will be incurred.**

If the participant(s) fails to appear for the dive, or is late by at least 15 minutes, the experience will have to be rescheduled based on the needs of Skegness Aquarium. If no notice is given then all payments made will be forfeited by the participant.

A PADI medical form **MUST** be completed prior to the dive experience. If the participant(s) answer “yes” to any element of this form then the participant will need to have a Doctor complete the second part of the PADI medical form. *If any assistance is needed with this matter then please don’t hesitate to contact us.*

The only way in which a refund can be provided is if the participant represents a PADI medical form with a “yes” answer and signed by a doctor to confirm that the participant cannot complete the dive experience. Refunds will not be given under any other circumstances.

The PADI medical form must be filled out honestly. Skegness Aquarium accepts no responsibility if participants intentionally lie on their forms.

All participants must present a letter of confirmation from Skegness Aquarium booking department upon arrival.

No participants under the influence of alcohol or drugs will be accepted onto the experience.

Qualified divers **MUST** bring all SCUBA certifications with current and up to date log books. Failure to do so will result in the cancellation of your dive and no refunds will be given.

Qualified divers **MUST** have a minimum of one logged dive within the twelve months prior to the experience. A hard copy of the diver’s logbook must be used as evidence, dive computer logs will **NOT** be accepted.

Qualified divers under the age of 18 must have a parent or legal guardian present on the day of the experience.

Qualified divers under the age of 16 must have a parent or legal guardian with the same, equivalent or higher qualification who will be diving with them (written permission must be provided from the parent or legal guardian).

Any damages made to hire gear must be paid for in full.

Qualified divers will be provided with cylinders and weights as part of the experience. All other kit must be hired from Skegness Aquarium.

Qualified divers are welcome to use their own equipment but certain items are not permitted in the tank. This includes, but is not limited to, twinsets, pony cylinders, knives, lights/strobes, reels and dsmb's. The Skegness Dive Team reserves the right to refuse items of kit entering the tank. All personal kit must be rinsed on site before entry.

Qualified divers may bring underwater cameras into the tank with them, however the use of flash photography is strictly prohibited. Unqualified divers may bring GoPro style action cameras that attach to themselves but must not be actively taking pictures or video.

Skegness Aquarium does not fill cylinders.

All PADI instructors of Skegness Aquarium hold the right to prevent any participant(s) from entering the main tank display at any time leading up to the experience. If participants fail to meet any performance requirements of the confined water training session then the experience will terminate immediately.

If the participant(s) do not complete the experience then a refund is **NOT** possible.

Age restrictions may be in place due to PADI program standards.

Any bookings made within 24 hours of a scheduled flight will have to be rescheduled at the cost and notice period mentioned above, or cancelled with no refund available.

All decisions made by the Skegness Aquarium PADI instructors are final.

Terms and conditions are subject to change.

GDPR (General Data Protection Regulation) Summary

The information we hold regarding **booking your experience** includes: Name, Email, Contact Number. This data is secured and only accessed for the purpose of booking information.

Completed induction forms include Name, Address, Date of Birth, Email Address, and Age, in addition to some medical history. This is held in paper format and will be kept for a period of 7 years; this is kept under lock and key and will be destroyed after this period.

The information we store on our **Database** includes, Name, Town, County, Postcode, Age and Email Address, this is stored with three layers of encryption.

This data is used for marketing by Skegness Aquarium or one of its partners for marketing purposes. You will not be contacted by any third party. Data is only distributed to our partners by the DPO (Data protection Officer) you may **OPT IN** to be included on our database by signing below, failure to sign will mean **NO data will be stored** for Marketing Purposes; you will not be contacted by Skegness Aquarium or its partners in the future. **CCTV Images** are stored for a period of 30 days, these images/ videos are only accessible by the DPO.

Video Experience images / Videos are stored for a period of 6 months then destroyed.