

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Greenacres Animal Park - Keeper for a Day Experience

This Waiver of Liability and Indemnity Agreement (the "Agreement") is entered into by and between Greenacres Animal Park (the "Park"), located at:

Greenacres Animal Park, Cottage Lane, Mancot, Deeside, CH5 2AZ,

and the undersigned guardian of and the participant (the "Keeper for a Day"), who voluntarily engages in the "Keeper for a Day" experience at the Park. By signing below, the Keeper for a Day acknowledges and agrees to the following terms:

1. Assumption of Risk

The Keeper for a Day acknowledges that they are participating in an animal care and management experience involving live animals, which can involve inherent risks, including but not limited to, injury, property damage, or other harm. The Keeper for a Day accepts full responsibility for any such risks and agrees to engage in the experience at their own risk.

2. Compliance with Safety Instructions

The Keeper for a Day agrees to follow all safety instructions, guidelines, and protocols provided by Park staff during the experience. This includes, but is not limited to, handling animals, using equipment, ceasing activities should contact with an animal become unsafe as deemed by the Park staff, and navigating designated areas within the Park. The Keeper for a Day further agrees to ask for clarification from Park staff if any instructions or procedures are unclear before proceeding with any activity.

3. Age Requirements and Restrictions

Should the Keeper for a Day not meet the requirements as described below for independent participation and arrive without supervision, they will be refused entry and no rearrangement will be offered. The requirements for contact with specific species are non-negotiable and failure to accept the terms may result in the activity being ceased without refund. Any Keeper for a Day under 16 years of age must arrive at the Park with a parent or guardian over the age of 18 for permission to be granted for participation. Failure to do so may result in refusal of entry.

- **Minimum Age:** The Keeper for a Day must be at least **11 years old** to participate independently.
- **Under 11:** Children under the age of 11 **must** be accompanied by a **paying adult** (aged 18 or older) who will also participate in the experience and supervise the child at all times.
- **Age Restrictions on Animal Species:** Some animals within the Park may have specific age or height restrictions due to safety concerns or the nature of the species. The Keeper for a Day agrees to comply with any such restrictions and acknowledges that certain animal interactions may be limited based on age or height. Park staff will provide guidance on applicable restrictions at the time of the experience.

4. Non-Compliance

The Keeper for a Day acknowledges that failure to comply with the Park's safety guidelines or instructions, or any reckless behaviour, may result in the Keeper being removed from the activity or the Park without refund. In the event of non-compliance, the Keeper for a Day agrees to indemnify, defend, and hold harmless Greenacres Animal Park, its employees, agents, and affiliates from any claims, damages, injuries, losses, or expenses arising from their actions or inactions.

5. Indemnification

The Keeper for a Day agrees to indemnify and hold Greenacres Animal Park, its directors, officers, employees, agents, and affiliates harmless from any and all claims, actions, suits, damages, costs, and expenses (including reasonable legal fees) arising out of or resulting from their participation in the Keeper for a Day experience, including but not limited to any injury or damage caused by non-compliance with safety practices, negligence, or misconduct.

6. Release of Liability

The Keeper for a Day, to the fullest extent permitted by law, waives, releases, and discharges Greenacres Animal Park, its employees, agents, and affiliates from any and all liability for any injury, loss, damage, or other consequences arising from the Keeper's participation in the Keeper for a Day experience, including those resulting from non-compliance with safety practices.

7. Health and Fitness

The Keeper for a Day confirms that they are physically and mentally fit to participate in the Keeper for a Day experience and that they do not suffer from any condition that would impede their ability to safely engage in the activities involved. If the Keeper for a Day has any pre-existing health conditions or concerns, they agree to notify the Park staff prior to the experience. Any participant who is or suspects that they may be pregnant will not be allowed to participate without first seeking advice from their doctor, proof of which must be provided before undertaking the experience.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Wales. Any disputes arising from this Agreement shall be resolved in the courts of Wales.

9. Cancellations, charges, and refund policy

Payment will be taken at the time the booking is made. Bookings and the experience must be undertaken within 12 months of purchase and the buyer must understand that experience days are liable to seasonal and animal availability as deemed suitable by the Park staff. This means that for gift purchases, the recipient has 12 months from the date of purchase to contact the Park and undertake the experience. Changes to the booking date made more than 14 days in advance will be completed free of charge and this will only be allowed once per booking. Changes made less than 14 days in advance will be liable to a £10 administration fee to cover the cost of changing the booking. If due to unforeseen circumstances the Keeper for a day is unable to attend, the Park will offer one rearrangement free of charge. If following this, the Keeper for a day fails to attend, no refund or further dates will be offered. The Park reserves the right to reschedule or cancel and experience at any time if necessary. As much notice as possible will be given. Refunds can only be made to the purchaser, and a full refund can only be granted if the cancellation is made before booking a date and within three months of the original purchase.