

<SURF CLUB >

免除責任聲明 / 免責申索和賠償 / 健康申報表
RELEASE OF LIABILITY / WAIVER OF CLAIMS AND INDEMNITY
HEALTH DECLARATION FORM

名:		姓:	
出生日期:		性別 / 年齡:	
國籍:		電話號碼:	

本人完全明白衝浪先鋒（設施）是香港海洋公園（包括但不限於其董事，管理人員，員工，代表和代理商）在水上樂園的站立式滑衝浪板及衝浪趴板遊樂設施。

本人聲明本人完全了解自己的身體狀況及其限制，並且不曾被合資格的醫生建議本人不要使用設施或類似之設施。本人保證不會因參與設施而令自身的醫療或健康狀況蒙受損害，並保證不會對本人構成潛在風險。本人了解公園不會就本人的身體狀況作出評估或建議。同時，本人不會將海洋公園對於本人是否足夠健康參與設施的任何陳述或行動視為對本人身體狀況的評估或建議。

本人明白並同意以下所列各點：

1. 本人是自行決定參與此設施，並願意承擔所有使用此設施可能會帶來的風險，包括但不限於因公園的疏忽或粗心所造成的任何風險（或以其他方式），或由有危險或有缺陷的設備所造成的任何風險，不論該設備是否由公園擁有，保養及控制；
2. 設施可能會帶來潛在的危害，損失，受傷或死亡；
3. 本人有責任立即向救生員，護理人員或海洋公園工作人員告知本人可能會發生的任何狀況，並立即停止進一步使用設施；
4. 此表格將由海洋公園，公園贊助者和公園持有人使用，將會用來監管本人的行為和責任。

有鑒於海洋公園允許本人使用或乘坐此設施，本人同意以下所列內容：

1. 無條件承擔使用設施的風險，並同意對因使用這設施而對我造成的任何或所有損傷，損失，致殘，傷害或死亡承擔全部責任，及無論在何種情況下發生的事故和/或傷害；
2. 本人免除，放棄和解除任何和所有責任和/或債權，包括但不限於或由使用這設施引起的或任何可能發生的所有損傷，損失，傷殘，傷害或死亡。及由於使用這設施而無論是由於海洋公園的疏忽或過失（或其他原因）引起對我造成的後果；
3. 公園將不受任何和所有責任或索賠作出賠償，包括但不限於或由於以下任何原因引起的任何損害，損失，殘疾，傷害或死亡；及由於使用此設施而可能因疏忽或其他原因對本人造成的後果；
4. 公園對於負責建造，擁有，保養或控制設施的任何第三方的錯誤，遺漏，行為概不負責。

本人同意接受因使用設施而造成的傷害，事故和/或疾病時建議的治療。

本人保證已閱讀本文件，並完全理解其內容。本人知道這是免除責任聲明，其合同的條款對我本人，我的遺囑執行人，行政人員，繼承人，近親，繼承人和受讓人具有約束力，我本人將根據自己的意願將其簽署。

簽署：		日期：	
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由未成年人的父母或監護人填寫：

本人是參與者的父母或監護人。現同意參與者使用設施。本人同意使用條款（如上所述），並且不需海洋公園所有賠償，損失，成本，索賠或損害承擔任何責任。

姓名：		簽署：	
日期：		與參與者關係：	

備註：上述資料只供與 Surf Club 之用，如上述資料已無須保留，資料將於參與活動後三個月全部銷毀。



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RELEASE OF LIABILITY / WAIVER OF CLAIMS AND INDEMNITY HEALTH DECLARATION FORM

FIRST NAME:		FAMILY NAME:	
DATE OF BIRTH:		GENDER / AGE:	
NATIONALITY:		PHONE:	

I am fully aware that Surf Striker (Facility) is a stand-up board and bodyboard riding attractions at Water World Ocean Park Hong Kong (Park) operated by Ocean Park Corporation (including, without limitation, its directors, officers, employees, representatives, and agents) (Ocean Park Corporation)

I certify that I am fully aware of my own physical limitations and have not been advised by a qualified medical professional not to use the Facility or similar Facility. I warrant that I do not suffer from any medical condition(s) or health-related problem(s) that preclude my use of these Facility or which may result in me potentially placing myself in a position of risk. I understand that Ocean Park Corporation will not make an evaluation or recommendation as to my physical limitations and that I will not construe any statement or action by Ocean Park Corporation as an evaluation or a recommendation as to my physical limitations, with respect to whether I am sufficiently physically fit to use the Facility.

I understand, acknowledge and agree that:

1. It is at my sole discretion to use the Facility and that by using the Facility I assume all of the risks, including but not limited to, any risks that may arise from negligence or carelessness on the part of Ocean Park Corporation (or otherwise), from dangerous or defective equipment whether owned, maintained, or controlled by Ocean Park Corporation;
2. The Facility may carry with them the potential for damage, loss, injury or death;
3. It is my responsibility to immediately advise a lifeguard, paramedic or a member of staff of Ocean Park Corporation of any condition that may occur to me and that I will immediately cease further use of the Facility;
4. This form will be used by Ocean Park Corporation, sponsors, and the owner of the Park, and that it will govern my actions and responsibilities.

In consideration of Ocean Park Corporation allowing me to use/ride the Facility, I agree as follows:

1. Unconditionally to assume the risk of using the Facility and agree to accept all responsibility for any or all damage, loss, disability, injury or death, arising from, that which may occur to me as a result of the use of the Facility, no matter what the circumstances of the accident and/or injury;
2. To waive, release, and discharge from any and all liabilities and/or claims including but not limited to, or made as a result of, any and all damage, loss, disability, injury or death, arising from or that may occur to me as a result of the use of these Facility, whether caused by the negligence or fault of Ocean Park Corporation (or otherwise);
3. To hold harmless and indemnify Ocean Park Corporation from and against, or arising from, any and all liabilities or claims including but not limited to, or made as a result of, any and all damage, loss, disability, injury or death, arising from or which may occur to me as a result of the use of this Facility, whether caused by the negligence or otherwise;
4. Ocean Park Corporation is not responsible for the errors, omissions, acts, or failures to act of any third party or entity which built, own, maintain, or control the Facility

I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness arising out of the use of the Facility.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I certify that I have read this document and I fully understand its content. I am aware that this is a release of liability and a contract the terms of which will be binding on myself, my executors, administrators, heirs, next of kin, successors, and assigns and I sign it of my own free will.

SIGNATURE:		DATE:	
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To be completed by the parent/guardian of any minor:

I am the participant's parent/guardian and consent to the participant using in the Facility. I agree to the terms of use (as stated above) and to hold harmless and indemnify Ocean Park Corporation from all liability, loss, cost, claim, or damage which may be imposed.

NAME:		SIGNATURE:	
DATE:		RELATIONSHIP TO MINOR:	

Remark: The above information is provided for the participation of Surf Club only. If the above information is no longer required, it will be destroyed three months after participation of the program.

為確保參加者及員工之健康及安全，參加者必須在進行活動場地，填妥以下之健康申報表。

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To ensure the health and safety of participant(s) and staff, each participant must fill in the requested details before starting the program.

參加者姓名 Name of participant: _____

性別 Gender: _____ 出生日期 Date of Birth: _____

請在適當方格填上✓號。Please put a ✓ in the appropriate boxes below.

本園職員有權向參加者提出有關之健康查詢。所有資料將絕對保密及只於***SURF CLUB** 舉行之活動使用。

The staff of Water World Ocean Park Hong Kong reserves the right to check / assess further all participants' health condition. All information provided shall be kept confidential and shall only be used in respect of held by ***SURF CLUB**.

如以下其中問題之答案為「是」，請與本園現場職員作進一步商討。 If you answer "yes" to any of the following, please discuss with our onsite staff of Water World.	是/YES	否/NO
您是否懷孕*? Are you pregnant*? *此活動並不適合孕婦參加。This program is not recommended for any person who is pregnant.		
您是否患有心臟病? Are you having any heart diseases?		
在過去 5 天內，您曾否有以下病徵或徵狀? Have you had the following symptom(s) in the past 5 days?		
發燒 Fever		
咳嗽 Coughing		
傷風/感冒 Sneezing / Cold / Flu		
作嘔、腹瀉或嘔吐 Nausea, Diarrhea or Vomiting		

參加者簽署: _____
Signature of participant

日期: _____
Date:

未滿 18 歲之參加者，須於活動開始之前，由其家長/監護人 加簽以確認此健康申報表之內容。

This Health Declaration form must be endorsed by an accompanying parent/guardian for participant under the age of 18.

陪同之家長 / 監護人簽署: _____
Signature of accompanying parent/guardian

日期: _____
Date:

*備註：上述資料只供與 Surf Club 活動之用，如上述資料已無須保留，資料將於參與活動後三個月全部銷毀。

Remark: The above information is provided for the participation Surf Club only. If the above information is no longer required, it will be destroyed three months after participation of the program.

備註：此中文文件為英文版本譯本，如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。

Remark: This document has been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.