

# Regulations of Aquanick Water Park

## **Article One**

Objective. These Regulation are intended to regulate the visitors? use of the aquatic park facilities known by the brand name Aqua Nick. In all circumstances unforeseen by these Regulations, local, state, and federal law shall apply, along with the use regulations for each individual attraction and the instructions given by park personnel either verbally or otherwise.

## **Article Two**

Visitors? Chek-In and ID. All visitors must check in at the park entrance, personally filling out all documents provided to them, including a liability waiver signed by each visitor, regardless of their visiting as part of a group. Each must also show their photograph ID. Minors and visitors with special needs may enter the park accompanied by a responsible adult who, apart from checking in, must write down the full name of each person under his/her care on the waiver sheets.

The liability waiver sheet must be turned in to the security personnel at the entrance to the park.

The park is authorized to refuse admission to any visitors who are unable too fulfill these requirements.

## **Article Three**

Service Hours and Re-entry. Park service hours for the general public are from 10:00 to 18:00 hours, from Monday to Sunday.

If visitors decide to leave the park before closing time, they may not re-enter. Each individual ticket can only be used once a day.

## **Article Four**

Park Capacity. Per Civil Protection norms, the park shall make tickets available for a certain number of permitted visitors. When the park is at maximum capacity, all further visitors shall be told that the park is at maximum capacity and tickets are no longer available for that particular day. The park shall no be liable for being unable to admit more visitors into its facilities after having reached maximum capacity.

## **Article Five**

Health Protocols. The park has implemented reasonable measures in order to guarantee that its hygiene and cleanliness standards meet all guidelines set forth by local and global public health authorities. As such, we require that all visitors fulfill at all times all applicable protocols and procedures. The park reserves the right to refuse access and services to all visitors who do not adhere to said protocols and procedures.

## **Article Six**

Security on Entry and Forbidden Items. All visitors must go through security measures deemed appropriate by the park at the main entrance. The park reserves the right to inspect all packages, purses, and backpacks before allowing visitors to enter. As such, we recommend refraining from bringing them to the park, as much as possible, in order to make your entry to the park more agile.

Among other things, bringing the following into the park is forbidden:

- Food, beverages of any kind (including alcohol), substances forbidden by the law, and ice boxes. Baby and lactating baby food is exempted from this.
- Sharp objects, such as knives and jewelry, weapons, and illegal contraband implements.
- Fire arms and any kind of arms, munition, fireworks, and explosives.
- Electrical cords and audio equipment, other than personal audio systems.
- Selfie-sticks or similar items.
- Glass bottles and/or objects of any kind.
- Purses with large chains and jewels.
- Unmanned vehicles and drones.
- In general, any item considered hazardous.

Likewise, animals or pets are not allowed into the park.

## **Article Seven**

Behavior Guidelines. When making use of park facilities, visitors must behave properly in order to create and preserve an environment that fosters healthy and safe family interaction. Among others, visitors must observe the following rules:

1. Refrain from causing fights or any actions that disturb other people.
2. Avoid using bad words, bombastic language and displaying irresponsible or offensive behaviors.
3. Walk only on permitted areas of the park. Caution must be used to avoid slipping or falling on wet floors.
4. Refrain from consuming alcoholic beverages outside the bar area or areas with special dispensation for such consumption; from becoming inebriated, and from consuming or coming under the influence of substances prohibited by the law.
5. The park is a smoke-free area, so smoking is not allowed.
6. Do not sit or stand on fences or handrails.
7. Refrain from damaging park furniture, decorations, installations, or property.
8. Do not save places on lines, exchange places with other people, cut in the line, or leave the line, then come back to the same place, for any reason. Visitors leaving the line must get on the beginning of the line, should they decide to return.
9. Refrain from taking photography or film videos of other visitors without their consent, nor incur in any behaviors that can be considered as harassment.
10. Respect the rules for the use of attractions and all instructions issued by the park personnel.
11. In general, do not perform any actions that can be prejudicial to the park, other visitors, or that are contrary to the law and good morals.

Should any person incur in these behaviors, park personnel are authorized to demand that he or she should leave the park without a refund. This decision shall be assessed by park personnel, depending on the gravity of the behavior, at their sole discretion.

## **Article Eight**

Safety Measures. Visitors must observe, among others, the following safety measures:

On chutes:

- i. Very tall or very short persons, persons with heart problems, neck or back problems, pregnant women, people who recently underwent surgery, people bearing casts, splints, immobilizing devices, and people with certain types of disability, may not make use of the chutes.
- ii. Swimming suits must not have any metallic parts which could damage the chute channel or get stuck and hurt visitors. Water shoes, sandals, or water stockings are not allowed in the chutes.

In pools and attractions in general:

- i. Before accessing any attractions and/or pools in the park, read the onsite usage rules.
- ii. Visitors swim at their own risk.
- iii. Pools are a means of recreation and, because of their shallow depth, diving into the pools is not permitted.
- iv. Do not swim when too tired, heat-stricken, when less than two hours have passed after your last meal, or under the influence of alcohol.
- v. Before getting into a pool, check its depth, since it might be different from what it appears to be.
- vi. Always be mindful of those swimming with you and never push anyone into the water against their will.
- vii. Minors and persons with special needs must always be accompanied and under the supervision of an adult. If applicable, parents are responsible for accompanying their underage children when using the pool and/or other park attractions.
- viii. Pregnant women and people with heart problems or back problems should not use the park attractions.
- ix. Each attraction has specific information concerning users' minimum and maximum height and weight. Thus, visitors must read notices carefully before entering each attraction.
- x. In case of accident, report it immediately to the park personnel and follow instruction

Preventing sun-related problems:

- i. We recommend being exposed to the sun only for short periods. Start with 15-minute and increase gradually.
- ii. Wear sunblock that protects you against UV light. If needed, you can purchase at the park giftshops.
- iii. Protect yourself from the sun with sunglasses and a hat. If sunburnt, you must seek immediate medical assistance.
- iv. We encourage you to drink enough water throughout your stay at the park. Always drink bottled water or use one of the especially-provided drinking fountains.

### **Article Nine**

Personal Items. Loose items are not permitted when using an attraction, so they must be left for safekeeping with visitors who are not riding the attraction or stored in lockers made available for your convenience. The park is not liable under any circumstances, for stolen, lost, or damaged items, nor for the malfunction of devices through coming in contact with the water.

If required, the park has lockers available for visitors to store their belongings. In case of loss of locker keys, the cost of replacement. Nevertheless, the park does not guarantee the security of belongings deposited in the lockers, so visitors accept they are solely and exclusively responsible for the protection and custody of their valuables.

### **Article Ten**

Swim Apparel. Visitors must wear clothes that are appropriate for swimming. Thus it is forbidden too wear underwear items, sports clothes, or t-shirts instead. Children wearing diapers must also wear waterproof protection. Likewise, clothes and tattoos bearing offensive depictions or language are forbidden at all times, including sexual content or homophobic expressions.

## **Article Eleven**

Visitors? Responsibility. The security of our visitors is the most important thing. We hereby remind you that there are inherent risks in using an attraction or pool in the park. Therefore, we ask that all visitors:

1. Act responsibly and obey all verbal and written instructions and warnings at every attraction.
2. If applicable, all visitors wear the provided protection equipment.
3. All visitors abstain from using attractions that represent a risk for their personal integrity or that of the people in their care, being especially mindful of issues related to their size, health, age, pregnancy, mental health, psychological and physical conditions.

The park has certified lifeguards in safety during service hours. Nevertheless, the park is not responsible for accidents resulting from irresponsible behaviors or negligence on the part of visitors, or due to events which are not the result of negligence of the park or its personnel.

## **Article Twelve**

Procedure in case of emergency. In case of electrical storms, or mechanical or operational difficulties, park attractions and pools will be temporarily closed and evacuated.

No refunds will be issued in case of rain.

General recommendations in case of emergency:

- a) In case of emergency, report it immediately to the park security personnel.
- b) Locate emergency exits and evacuation points throughout the park.
- c) Follow evacuation routes or head to the meeting site indicated by park personnel, for your protection and safety.
- d) At all times, follow instructions from park personnel.
- e) Remember that, in any emergency, the most important thing is to remain calm.

### **Article Thirteen**

Other services. The park has various additional services, such as restaurants, cabins, giftshops, a bar, among others, which can be used by visitors at an additional cost that is not included in their entry rate. The park is not liable for services or products offered by third parties, even when said products or services are hired within park premises.

### **Article Fourteen**

Image and Monitoring Rights. Visitors grant the park their consent to be photographed, filmed, recorded on video, and, if applicable, for the park to capture and reproduce the likeness and sound of the voice of our visitors, without the need for royalties or any other considerations.

It is important to point out that the park monitors images captured through CCTV systems in order to guarantee the safety of our visitors, our team, and park facilities.

### **Article Fifteen**

Intellectual Property. All activities, brands, characters, logos, publicity slogans of the park are protected by copyrights.

Visitors are hereby informed that their paying their entrance fee to enter the park cannot be interpreted as granting visitors any rights on the activities, brands, characters, logos, publicity slogans or any other intellectual property rights related to the trademark Nickelodeon, since they are the exclusive property of the company Viacom, Inc. or its subsidiaries.

### **Article Sixteen**

Photography and Video. All photographs and videos of visitors must be for personal use exclusively. As such, their commercial use is strictly forbidden (as , for instance, in marketing, propaganda or publicity), without the express, written consent of the park.

The park reserves the right to refuse permission to take pictures of any kind at specified individual sites. Specifically, the use of the following equipment is forbidden:

Selfie-sticks and similar devices.

Any kind of cameras (go-pro, video, cellphones, smartphones and similar others) when using attractions. No exceptions made.

In order to guarantee the safety and entertainment of all visitors, the park prohibits the operation and use of aerial unmanned vehicles (such as drones) regardless of their size, weight, or purpose, either above or at the park facilities, without prior written authorization of the park.

### **Article Seventeen**

Illnesses and emergencies. It is the visitors' obligation to inform park security of any contagious diseases, accidents, deaths, and crimes occurring within park premises.

### **Article Eighteen**

Privacy Notice. Under the terms of the Federal Law for the Protection of Data Held by Private Companies or Individuals, you are hereby informed that the person responsible for the use, storage or processing of your personal data provided herein (along with data of persons you are responsible for and the so-called sensible data) is the firm Operadora Gention, S.A. de C.V. (OG), located at Carretera Cancún-Playa del Carmen kilómetro 45, Muchim, Playa del Carmen, municipality of Solidaridad, Quintana Roo, zip code 77710. OG shall use the data provided herein solely and exclusively too render the services of the Aqua Nick aquatic park and other related purposes.

OG may transfer your data too third parties in order to fulfill the purposes of such use, as outlined above.

Visitors are entitled to have access, rectify, cancel, oppose, transfer and restrict the use of your personal data. To do so, you must follow the procedure established in the full Privacy Notice indicated below.

OG may keep your data as long as the contracted obligations that gave rise to the use persist, and until the prescription of actions derived therefrom.

If visitors should require more information, you may access our full Privacy Notice directly at the park management offices or through the following links:

[https://app.karismamexico.com/RegistrationCard/Page/NRM-Aviso\\_de\\_Privacidad.htm](https://app.karismamexico.com/RegistrationCard/Page/NRM-Aviso_de_Privacidad.htm) and <https://www.karismahotels.com/es/politica-de-privacidad>, notwithstanding the fact that OG make them available to you via email, fax, or any other remote means.

By checking in and entering the park, you agree that the full privacy notice has been made available to you through the means stated in this paragraph, and grant your express consent for the treatment and transfer of your personal data as per the above.

In case of dispute concerning the contents of our privacy notice, you and OG agree to submit expressly to the provisions of the law, its regulations, and the competence of the Federal Court of Fiscal and Administrative justice of the State of Quintana Roo, expressly waiving any and all foreign jurisdictions you might be entitled to due to your nationality, address, or place of residency.

## **Article Nineteen**

Visitors Consent. By checking in and entering the park, visitors declare that:

- They are expressly aware of the implications of using park resources and take on any responsibility for any and all preventive actions and procedures they deem necessary to mitigate the risks inherent to an aquatic park and the use of its services.
- They have read all policies contained in these Regulations in full, including any and all links appearing herein.
- They understand, accept, and are bound to fulfill the policies of these Regulations, along with all other guidelines set forth in Article One herein.
- They certify and declare that they use the park by their own free will.

Hereby we make our email address available to you:  
[customerservice@nickresortrivieramaya.com](mailto:customerservice@nickresortrivieramaya.com)

in order to share your comments and suggestions, which are extremely valuable to us.

## **Cancelation policies of Aquanick Water Park**

Full refund will apply in the following cases:

1. When the service is canceled by the supplier.
2. Due to illness, presenting a doctor's report.
3. The Cancellation or date change is made prior to 11:00 am the day before the service.

No refunds will apply:

1. If the client does not show on the date and time of service.