



FOXLAKE DUNDEE TERMS & CONDITIONS

GROUP/BOOKING NAME _____

DATE/TIME OF SESSION: _____

DEFINITIONS

When the following words with capital letters are used in these terms, this is what they will mean:

We/Our/Us: Adventure H2O Ltd, trading as Foxlake Dundee (registered no SC558606), whose registered office is at 5 Atholl Crescent, Edinburgh, Midlothian, EH3 8ET

Foxlake Dundee Activity: any pre-booked activity, which takes place on Our premises, including both Water Based Activities and Land Based Activities

Group: Individuals/the group of individuals, as listed at the foot of this page, for whom you are responsible.

Water Based Activities: any water based Foxlake Dundee Activity, including but not limited to Wakeboarding, Ringo and Stand Up Paddleboarding.

LIMITATION OF LIABILITY

- Participants use Our facilities, hire kit, and other relevant equipment provided by Us entirely at your own risk.
- We will not be responsible for any damage to or loss of property belonging to you.
- We will not accept any liability for personal injury sustained by participants from the use of Our premises or facilities, unless such injury is caused by Our negligence or the negligence of Our employees or subcontractors.
- We can accept no responsibility for accidents or losses arising either directly or indirectly as a result of any medical condition or physical disability.

SAFETY & SUPERVISION

- Participants must wear approved safety devices at all times whilst on or about to go onto the water.
- Participants must wear a buoyancy aid or impact vest and a helmet at all times on the lake. Participants must wear a wetsuit unless advised otherwise by Our instructors.

- Participants must observe all directions, instructions and requests of Our staff.
- It is prohibited to consume alcohol or drugs prior to any Foxlake Dundee Activity. Anyone found to be under the influence of alcohol or drugs will not be allowed to participate and no refund will be offered.
- All children under 16 years must have responsible, on-site supervision at all times. Those undertaking organized programmes/activities may be supervised by an appropriate coach, leader or instructor supplied by Us.
- If participants are using their own equipment, participants must satisfy themselves that it is adequate to meet the prevailing conditions.
- We may refuse to allow any participant to take part in any Foxlake Dundee Activity or to remove a participant from any Foxlake Dundee Activity should We, in Our sole discretion, deem it necessary to do so in the interests of safety and no refund will be offered.

MISCELLANEOUS

- These terms and conditions incorporate Our Privacy Policy and Refunds Policy.
- Cancellation - We need at least 48 hours notice of any cancellations and we regret missed courses cannot be refunded. For any group bookings paid by invoice the notice period for any cancellations is 7 days.
- Physical Fitness – participants should be confident in and around water, and any medical condition or physical disability must be declared at the time of booking and prior to the session commencing.
- If participants have suffered a concussion in the last 8 weeks, they are not permitted to participate in any Foxlake Dundee Activity.
- Personal Insurance – We have public liability insurance which does not provide personal insurance cover (e.g. loss, damage, injury, accident) of any kind.
- Swimming Ability - participants must be able to swim at least 25m unaided and without any flotation device prior to booking - it is participants responsibility to

ensure this standard. If participants swimming ability is not of this standard, participants must advise a member of Our staff at the time of signing this document.

- Physical Fitness - Water Based Activities - Participants should be confident in and around water, and any medical conditions or physical disability must be declared at the time of booking and prior to the session commencing.
- For any Foxlake Dundee Activity you confirm that all the participants within your Group fall within any our age restrictions set by Adventure H2O Ltd from time to time. Current restrictions on Foxlake Dundee Activities are as follows; Wakeboarding, Ringo & SUP; Minimum age 6 years old,
- Participants must observe all directions, instructions and requests from Our staff. Adventure H2O Ltd will not accept liability for any personal injury sustained due to the misuse and or manipulation of Our safety equipment.
- These terms and conditions contain important information concerning participation by you and members of your Group (if applicable) in any Foxlake Dundee Activity and, accordingly, you acknowledge and agree that you shall ensure that all members of your Group (and their personal representatives including parents and guardians where applicable) are aware of, and accept these terms and conditions.
- All matters arising out of or in connection with these terms and conditions shall be governed by Scots law and shall be subject to the jurisdiction of the Scottish courts.

DECLARATION

I have read in full, understand and agree to abide by all the terms and conditions of use, issued by Adventure H2O Ltd listed above and / or (if applicable) accept them on behalf of the Group I am responsible for. If applicable, I confirm that I have authority to accept these terms and conditions on behalf of the Group and declare that I am not the parent or guardian of any members of my Group who is under 16 years, that I have the authority of their parent(s) or guardian(s) to sign and accept these terms and conditions.

Please note by writing the names of each participant in your Group you are confirming your / Groups place on a Foxlake Dundee Activity and that you have read, understood and accept the Terms & Conditions - Waiver & Release of booking and use on your own and / or the Groups behalf.

Participating signatures (over 16) and or names of participants (under 16)

User/Parent/Guardian of Group's signature

Print Name

Date

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2.

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