

Colina Property Services – T/A Spring Lakes (version 02/06/20)

Activities including Beach Access, Open Water Swimming, Aqua Park inflatables, Wakeboarding, Kneeboarding and Ringo Rides on the 2.0 cable, Paddleboarding, Pedalos, Bumper Boats and Launch Fee.

Release of liability for all customers, children and adults.

We are committed to protecting and respecting your privacy. The information you provide to us will only be used by us to provide the services we offer and to inform you of any news/offers that may be of interest to you in the form of occasional email newsletters unless you opt out of this. Please check that your information is up to date before signing and update as necessary. At Colina Property Services Ltd trading as Spring Lakes, we take your health and safety seriously. We wish to highlight that open water swimming can be a potentially hazardous physical activity and that any swimming can lead to a risk of injury and even death.

1. YOUR OBLIGATIONS

1.1 You understand and accept that:

- a) In participating in watersports activities there is an element of danger and risk of injury to yourself, which risk you assume with full knowledge of the inherent dangers of cable pulled watersports, and in circumstances where you have been given an opportunity to make all enquiries regarding the particular hazards of which you may need to be aware. You therefore undertake all activities at your own risk, and agree to hold Colina Property Services Ltd trading as Spring Lakes, its employees, and all other persons harmless in the event of harm or injury caused in consequence of any failure on your part to take adequate care for the safety of others and/or failing to comply with any of the obligations as set out herein.
- b) In participating in watersports activities that there is not only an element of danger and risk of injury to yourself but also to others and consequently you undertake to use the Company's equipment and facilities and to conduct yourself while on the Company's premises in a sensible and responsible manner and in compliance with all notices, instructions and directions as published or displayed from time to time and in compliance with any instruction given to you by any authorised person in the Company's employment or control. You have read and acknowledge that conduct of the type set out below would amount to a breach of this paragraph.

1.2 You confirm that:

- a) You will not use the Company's cable skiing facility without (a) having attended a first timer's training session; and/or (b) meeting the Minimum Standard (as defined in Section 1.3 below);
- b) You will not use the aqua park without having first attended a safety briefing;
- c) You are in good state of health and free from any injury, medical condition, disease or illness which may be aggravated by participating in watersport activities or which may make it unsuitable for you to participate in such activities; and agree to notify staff of any illness or medical condition that we should be aware of including pregnancy; and
- d) You are able to swim 50 metres unassisted and are confident in deep open water.
- e) You will supervise any child or children in your care at all times at the beach resort, when in the water or on land.

1.3 You will at all times:

- a) Avoid using the facilities in a manner which might endanger other persons using the facilities.
- b) Refrain from using the facilities under the influence of drugs and alcohol.
- c) Refrain from using ramps, sliders and kickers without receiving authorisation and instruction from the cable operator.
- d) Wear a buoyancy aid and other safety equipment provided by us at all times whilst in the water.
- e) Obey safety advice and signage and all instructions given to you by authorised personnel.
- f) Treat the Company's property and the facilities with respect and care.

1.4 You acknowledge that the above are not intended to be an exhaustive list of safety rules. You also acknowledge that the Company may require you to leave the facilities without refund if you break any of the above mentioned rules.

1.5 You undertake to fully indemnify the Company, its directors, agents and employees against any claim brought by any third party for loss, damage, injury or death which has been caused by any action or omission of yours or any act or omission of any child of which you are the lawful parent or guardian or any child whose supervision is wholly or partly your responsibility at the time of the relevant act or omission that would if they had agreed to the same with full capacity to do so amount to a breach of these Terms and Conditions or which amounts to negligence or a wilful act or omission.

1.6 All children under 14 years of age must be accompanied by an adult when on the Company's property. The adult must remain on the site for the duration of the child's visit and must supervise them appropriately at all times.

1.7. You acknowledge all equipment hired from the Company needs to be returned intact and in good working order. This includes stand up paddleboards and paddles. It is your responsibility to return all equipment at the end of the allotted time. If a stand up paddleboard is hired along with a paddle, both these items must be returned. If a paddle is not returned for any reason you will be charged £25.00 before departing site for loss of each paddle.

1.8 I undertake to provide truthful answers to the Health Questionnaire applicable to Open Water Swimming and draw attention to any medical issues revealed before engaging in Open Water Swimming.

1.9 You agree to grant us permission to photograph, video and audio record you whilst on the premises or using the cable facilities. In addition you grant us the right to use and reproduce, for any purpose and without compensation, any photographs, digital or electronic images, audio recordings, movies or videos taken of yourself while at the premises. You must contact a member of staff if you do not wish to agree to this term.

1.10 You understand that you need to arrive on site at least 60 minutes before a System 2.0 allotted time slot or your aqua park session, and that failure to do so will result in the time slot/session being lost without compensation.

1.11 You understand that you may be asked for proof of I.D at any age. You must be able to produce documents if necessary. Failure to do so can result in being refused to partake in activities.

1.12 You acknowledge that nothing in the Terms and Conditions is intended to avoid liability on the part of the Company for personal injury or death caused by the negligence or wilful act of any authorised person in the Company's employment or control.

To cancel a general booking, you need to let us know that you have decided to cancel.

You are entitled to amend your booking date but this will be subject to availability. You may cancel or change your booking up to 24 hours before your start time.

48 hours notice or more - 100% refund

24 - 48 hours notice - 100% as a credit note

Less than 24 hours notice - No refunds

To cancel a party/group booking, you need to let us know that you have decided to cancel.

You are entitled to amend your booking date but this will be subject to availability.

14 days notice or more - 100% refund

Less than 14 days notice - 75% refund

No refunds will be issued for failing to turn up, arriving late for a booked session or for being removed from the activity.

Circumstances beyond our control including but not limited to, industrial dispute, terrorism, fire, natural disaster, technical failure, emergency situation and other such circumstances; We have no obligation to make a payment to the participant or refund any part of the booking. We may offer an alternative session at a reduced rate or provide you with a credit note. We will endeavour to notify the participant as soon as possible. No other compensation shall be payable.

Please read the following health related questions and email us at info@springlakes.co.uk if any of the participants within your booking answer yes to them. If you have difficulty with any of the questions, please do not hesitate to contact us for assistance.

Do any of the other participants suffer from any of the following: back pain, bone or joint problems which could be aggravated by physical activity?

Have any of the other participants ever been advised by a physician to avoid any type of exercise?

Do any of the other participants suffer from any of the following: high or low blood pressure, feeling faint, spells of dizziness?

Do any of the other participants suffer from any of the following: allergies, respiratory conditions i.e Asthma, Diabetes, Epilepsy or other serious medical conditions?

Do any of the other participants suffer from any of the following disorders: anxiety/personality/psychotic/trauma related/substance abuse/mood disorders i.e depression or Bipolar disorder or panic attacks?

If any other the other participants currently take medication, please email it to us at info@springlakes.co.uk

Before you can participate in activities at Colina Property Services Ltd trading as Spring Lakes you must have read, understood and agreed to the Terms & Conditions (version 02/06/20)

I consent to take part/the under 16 named above participating in the hazardous water sport activities at Colina Property Services Ltd trading as Spring Lakes. I agree/ the person named who is under 18 has an assumption of the risks and dangers described in the Terms & Conditions, and agree to abide by them. I agree individually, personally and on behalf of the person named who is under 18, to each and every provision in the Terms & Conditions, which I have fully read and understood. I am legally authorised to act as the parent/ legal guardian of the above child. I authorise the Operators to seek on my behalf all reasonable medical and surgical care that may be necessary as a result of any injury I/ the person named who is under 18 sustains while at the premises or using the cable facilities, if I am not reasonably present to authorise such care myself.

I, the undersigned have read this agreement. I understand that I am voluntarily assuming all risk of the activities and the conditions of the premises, and that I have signed the agreement voluntarily. I warrant that the stated birth date/s are true.

[illegible]