

TERMS & CONDITIONS, RULES, REGULATIONS & ETIQUETTE AND SAFETY & RISK DECLARATION (NON-CIWW-COACHED ACTIVITIES)

Important

White Water Rafting, Canoeing, Kayaking, AirTrail, Indoor Wave, Stand Up Paddleboarding, Climbing, Open Water Swimming, Swift Water Rescue Training and all other activities available to undertake at CIWW may carry inherent risks. You should be aware of and accept these risks and be responsible for your own actions and involvement. In addition to the below Terms & Conditions, Rules, Regulations & Etiquette and Safety and Risk Declaration herein referred to as 'Terms', you must also provide additional information before you take part in any activities at CIWW, in the form of responses to questions herein referred to as a 'Question Pack'. You must follow all notices, instructions and warnings published on our site or communicated to you by CIWW representatives. If you are unsure whether you are able to use the facilities at CIWW in accordance with these Terms, or have any questions concerning these Terms, the Question Pack or Booking Form (where applicable), please ask a member of staff before you enter into a contract with Us. CIWW can be reached on info@ciww.com or 029 2082 9970

1. Data Protection/Privacy

- 1.1 By agreeing to these Terms, you are consenting to Cardiff International White Water processing your personal data for the purpose or taking part in activities at CIWW. You may withdraw your consent at any time by contacting us on info@ciww.com.
- 1.2 Cardiff International White Water may process your data to protect your vital interests in the event of an emergency or to comply with our Health and Safety legal obligation.
- 1.3 Your personal data is processed in accordance with GDPR and the Data Protection Act 2018. For further information on how we process your personal data, please refer to CIWW's Privacy Policy here https://www.ciww.com/uploads/TCs/Privacy_Policy.pdf
You can also view Cardiff Council's full privacy notice here: https://www.cardiff.gov.uk/ENG/Home/New_Disclaimer/Pages/default.aspx
- 1.4 We may use CCTV to monitor our premises for security purposes and to review any incidents which may occur on the premises.

2. Booking and Payment

- 2.1 Your use of the CIWW facility (and other offsite venues where relevant) is subject to these Terms. Where appropriate, a completed and signed Facility Hire Form and Facility Hire Checklist together with these Terms and your responses to the Question Pack shall constitute the agreement between you ('the Customer' also referred to as a 'Participant') or the person making the booking on your behalf, and Us.
- 2.2 In the event that you are booking on behalf of a group, "you" and "your" shall be deemed to include each member of that group. Furthermore, you as the individual making the booking, agree to ensure that each member of the group has read and agrees to comply with these T&Cs.
- 2.3 Full payment or a completed Facility Hire Form and Facility Hire Checklist (where appropriate) must be received prior to you undertaking any activity at CIWW.
- 2.4 Prior to utilising the CIWW facilities, all participants will need to provide responses to the questions posed in the Question Pack. After providing your information, as a patron of CIWW, it is your responsibility to inform CIWW if the medical health of any of your party changes from the point of booking up until the date of the scheduled activity.

3. Cancellations by You

- 3.1 All bookings once paid are non-refundable and non-transferable. If you wish to cancel, please contact CIWW on info@ciww.com or 029 2082 9970 to discuss further.

4. Cancellations by Us

- 4.1 Every attempt will be made to ensure that CIWW runs as scheduled. However, we reserve the right to switch off the White Water Course, Indoor Wave or restrict access to the Retained Water Pool, Climbing Wall or AirTrail and to close CIWW at any time without notice due to unsuitable conditions, forecasts, prevailing weather conditions, or due to any other factors beyond our control or if we feel that there are unmanageable risks. In the event that CIWW is closed pursuant to this clause then we may at our sole discretion offer you another session or part session without further charge or offer you a reasonable refund.
- 4.2 If you have already commenced using CIWW or any activity at CIWW when it is cancelled or closed pursuant to clause 2.1, we will take any time you have already spent at CIWW into account when deciding how best to reasonably compensate you.

5. Our Liability

- 5.1 5.1 We will not limit our liability to you for any personal injury (including death), or loss or damage to property which you may suffer as a result of our negligence. 5.2 We will compensate you for any personal injury (including death), loss or damage to your property which you may suffer if we fail to carry out duties imposed on us by law unless the injury, loss or damage is attributable to (i) your own fault; (ii) a third party unconnected with our provision of services under this agreement; or (iii) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care. In the case of (i) if requested you agree to compensate us for any loss or damage caused as a result of your act or omission.

6. Use of craft

In using your own craft/equipment it is your responsibility to ensure it is of satisfactory quality and fit for purpose. You must ensure that you have the required safety equipment e.g appropriate personal protective equipment (PPE) as detailed in the CIWW Rules Regulations and Etiquette. We reserve the right to carry out checks on any craft and/or equipment at any time and if they are not suitable or fit for purpose we can request that you cease to use the same at CIWW.

7. Agreeing to these terms on behalf of another person

- 7.1 It is mandatory for all persons under the age of 18 years ("Under 18's") that an appropriate parent or legal guardian agree to these Terms and provide responses to the Question Pack prior to being allowed to participate in any activity at CIWW.
- 7.2 It is mandatory for all parent(s), appropriate adult(s), legal guardian(s) or care giver(s) to agree to these Terms on behalf of any adult who is unable to make a decision for himself/herself or is unable to appreciate the risks in relation to any activity and to provide responses to the Question Pack prior to being allowed to participate in any activity at CIWW.

8. Adherence To Rules

- 8.1 You must comply at all times fully and promptly with the CIWW Rules, Regulations and Etiquette and any and all other safety regulations and instructions issued by us, our staff and / or our instructors from time to time.
- 8.2 You must not do anything (or omit to do anything) which may cause damage or loss to our property or facilities, to other Participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons on the premises.
- 8.3 We reserve the right to terminate the stay/use of our facilities by any person(s) whom we reasonably considers to be in breach of this condition 7.1, 7.2, 8.1 and/or 8.2, and such persons may be required to leave CIWW immediately. No refunds will be made in this event, and we will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

9. General

- 9.1 Eating and drinking are only permitted in the designated cafeteria and vending areas.
- 9.2 Smoking and non-prescription drugs are not permitted anywhere within CIWW or the car park. Anyone in possession of or under the influence of any such items will be refused admission.
- 9.3 Any persons who are thought to be under the influence of drink / and or drugs (at the sole discretion of CIWW staff) will not be permitted to use CIWW facilities and partake in any activities. No refund will be given.
- 9.4 If you wish to send us any notice or letters then you should send it to the address and for the attention of the relevant person you wish to contact. If you are unsure as to whom to send any notice or letter, then please send it to us at Cardiff International White Water, Watkiss Way, Cardiff, CF11 0SY.
- 9.5 For the purposes of the Contracts (Right of third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 9.6 This agreement is governed and construed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 9.7 We must be notified of lost property within 6 weeks, as any items found are disposed of after this period.

CIWW RULES, REGULATIONS AND ETIQUETTE

General

1. Anyone under the influence of alcohol/drugs will not be permitted to participate in any activities.
2. We cannot give advice on whether or not you should participate in an activity and you should exercise caution in particular if you have had recent surgery or illness, a heart condition, neck, back or bone ailments, high blood pressure or aneurysms or any other similar condition. If you have any doubts or concerns about your ability to participate, you should consult your doctor or other medical practitioner.
3. We do not advise that you participate in activities at CIWW if you are pregnant, if you do so, it is at your own risk. See specific activity information for further limitations.
4. **Individual activities may carry their own restrictions**, please see below.
5. You must follow all notices, instructions and warnings published onsite or communicated to you by CIWW representatives.
6. Keep hands and feet away from moving parts and remain stationary on the conveyor belt that takes you to the start of the white water course.
7. All craft may be subject to approval by CIWW before use.
8. Non CIWW Coaches/Organisations must complete a "facility hire form" and "facility hire checklist" before using the facility.
9. CIWW Staff reserve the right to ask any participant to leave the premises, without a refund.
10. All participants must complete the relevant forms before participating in any activity at CIWW.

Park & Play

1. All Park & Play users must visually inspect the course and be happy in their personal ability to paddle in these conditions.
2. All Park & Play users must be able to self-rescue in the case of capsiz.
3. All Park & Play users must wear a white water buoyancy aid (to meet ISO 12402-5 or EN 393 standards) and an appropriate helmet (to comply with EN standard 1385) when on the moving water.
4. All Park & Play participants must be able to swim in moving water, with the assistance of a buoyancy aid.
5. No deliberate swimming is allowed in the white water channels (unless part of a recognised training course booked beforehand).
6. Throwbags are not permitted on the white water course (unless part of a recognised training course booked beforehand).
7. Upstream boaters always have the right-of-way. Make sure you look before you leave the eddy.
8. If you see another boater struggling, please help or notify someone who can help.
9. Craft designed for moving water only are allowed in the channel.
10. Bibs must be worn at all times, and be clearly visible when paddling at CIWW.
11. If you do not return your bib, the unreturned bib fee is £50.

Non CIWW Coached Activities

1. All Non-CIWW-Coached participants must be able to swim in moving water (where relevant) with the assistance of a buoyancy aid.
2. Buoyancy Aids must be worn near or on the water.
3. If you choose to use your own craft at the Facility it is your responsibility to ensure that all such craft are of satisfactory quality and fit for purpose. You must ensure that you have the required safety equipment i.e. appropriate personal protective equipment, buoyancy aid, harnesses, appropriate helmet.

Indoor Wave

1. CAUTION! The ride surface is very slippery. DO NOT attempt to walk on the ride surface. You may only stand to walk and exit after coming to a complete stop on the dark blue drain grating.
2. All OpenSurf users must visually inspect the Indoor Wave area and be happy in their personal and physical ability to surf in these conditions..
3. Do not participate if you have any of the following conditions:
 - **Recent Surgery or illness**
 - **Heart Condition**
 - **Neck, back or bone ailment.**
 - **High bloody pressure or aneurysms**
 - **Pregnant**
4. Appropriate clothing for the activity should be worn at all times. Jewellery, hats, foot wear of any kind, long nails, glasses, goggles or loose articles of any type are not recommended on the ride due to risk of injury.
5. Avoid jumping into or entering the ride at high speed; avoid weight on front foot – you will wipe out! (OpenSurf only).
6. All OpenSurf users must be able to self rescue in the case of wipe-out. If you wipe-out, do not hold your board. Release board immediately, cover your head and keep limbs close to your body. Brace for impact with feet first.
7. Single stand up riding only is permitted (OpenSurf only). Tandem riding is allowed for body boarding only.
8. This is a very strenuous ride. All participants must take responsibility for their own safety in fast moving turbulent water.
9. You must be at least 107cm tall to body board and you must be at least 132cm tall to stand up ride (OpenSurf only)

SAFETY AND RISK DECLARATION

By agreeing to these Terms, I agree with the below statements;

I understand that the activities I may participate in will expose me to many hazards and involve the risk of property damage and loss and even personal injury, illness or death. Whilst CIWW will take all reasonable steps to ensure my safety, I understand that they cannot be held liable for my own actions, for which I must take responsibility, or for those of a third party.

I do not have any medical conditions or illnesses other than those disclosed on the Question Pack. Despite these conditions I am sufficiently fit, able and competent to participate in all the activities that I am at Cardiff International White Water to undertake.

Where applicable, I am confident swimming in moving water and acknowledge that the activities may involve swimming in fast moving, turbulent water.

My equipment /personal craft are appropriate for use at CIWW and they fit correctly. I acknowledge that CIWW reserve the right to carry out checks on my equipment at any time and if they are not suitable can prevent me from using such equipment.

I understand that whilst CIWW Staff will provide me with help and advice whenever they can, I will only receive instruction in the use of equipment or techniques when I have booked and paid for such instruction from CIWW Staff. I will not participate in any activity or use equipment unsupervised if I am not capable and confident in my ability to do so.

If I am undertaking an activity on the White Water Course at CIWW, I confirm that I am sufficiently experienced to paddle/swim in this environment.

If I am undertaking a session on the Indoor Wave, I confirm that I am over 107cm to bodyboard and over 132cm to stand up ride. I have viewed the Indoor Surfing area and I understand the level of the flow and the difficulty. I confirm that I am sufficiently experienced to surf this environment.

By agreeing to these terms, you are agreeing to the points laid out in CIWW's Privacy Policy. This can be found on our website at https://www.ciww.com/uploads/TCs/Privacy_Policy.pdf

By agreeing to these terms, you are agreeing to the points laid out in The River Ely Water Quality Information which can be found on our website at https://www.ciww.com/uploads/TCs/RIVER_ELY_WATER_QUALITY_INFO.pdf