

TERMS AND CONDITIONS OF £5 ID CARD

This compulsory registration does not effect the price that you are charged upon taking part in any activities at Cardiff International White Water. The £5 that is payable to CIWW on commencement of this registration is an administration fee. This agreement requires you to complete one Non CIWW Coached Consent Form and one Safety & Risk Declaration which is valid for 12 months. You will be issued with an ID card upon commencement of this registration, this must be handed to reception each time you sign in for a Park and Play session, you will be issued with a bib and only once your bib is returned to us will you ID card be returned to you. If your bib is not returned to us after you session we will retain your card and a lost bib fee will be applied as per the CIWW Rules, Regulations and Etiquette, you will also have to purchase another £5 ID Card if you wish to participate in Park and Play sessions at CIWW in the future. All park & players must have a £5 membership card with them to paddle at CIWW. If you leave your card at home or misplace it, you will be charged for £5 for a new card and we will require you to complete a new application form, Non CIWW Coached Consent form and Safety & Risk declaration in order for you to participate in the session.

Important

Canoeing, Kayaking, Indoor Surfing, Stand Up PaddleBoarding, White Water Rafting, Climbing and other activities that take place at Cardiff International White Water are "Assumed Risk" sports that may carry inherent risks. You should be aware of and accept these risks and be responsible for your own actions and involvement prior to engaging in any activity.

This Agreement is made on the terms and conditions set out below which incorporates by reference the CIWW Rules, Regulations and Etiquette, £5 ID Card Application Form, Safety and Risk Declaration and Non-CIWW-Coached Consent Form (the "Agreement").

1. Principle Terms of registration

- 1.1 This Agreement commences once both parties have signed the £5 ID Application Form.
- 1.2 Your registration starts on the start date set out in the Application Form and will continue in effect for 12 months, or until terminated earlier in accordance with the terms of this Agreement.
- 1.3 This is granted in consideration of payment for the 12 month period to which this membership applies, at a cost determined by CIWW from time to time. CIWW retains the right to revoke this membership if full payment is not received by you for any reason.
- 1.4 Prior to utilising the CIWW facilities, you will need to sign and submit the Safety and Risk Declaration and Non-CIWW-Coached Consent Form which we will make available to you. **It is your responsibility to inform CIWW if your medical health changes during the term of this Agreement. In the event of this happening, a new Non-CIWW-Coached Consent Form and Safety & Risk Declaration should be completed.**
- 1.5 You may not transfer your membership to any other person.
- 1.6 If at any point you lose the ID card issued to you upon the commencement of your membership, a fee of £5 will be applied if you wish to continue your membership at CIWW,

2. Use of CIWW facilities

- 2.1 Subject to 2.2 and 2.3 below, your £5 ID Card registration entitles you to access CIWW facilities (on a Park & Play basis) at all times of public opening for the duration of your registration, subject to the appropriate fee
- 2.2 You accept that at any given time the CIWW facilities may be unavailable for use due to prior bookings, competitions or scheduled events or maintenance.
- 2.3 It is your responsibility to check with CIWW prior to attending to ensure that you do not attempt to utilise the facilities when water releases or public access to the facility are not scheduled. For your information, pump times and updates are provided on the CIWW website, and whilst CIWW will use reasonable endeavours to keep this updated, it is your responsibility to contact CIWW to check you will be able to utilise the facilities before attending.
- 2.4 Every attempt will be made to ensure that the white water course and CIWW run as scheduled. However, we reserve the right to switch off the white water course and to close CIWW at any time 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.

3. Our Liability

- 3.1 We will not limit our liability to you for any personal injury (including death) which you may suffer as a result of our negligence. Our liability to compensate you for any loss or property damage is limited to a reasonable amount having regard to such factors as to whether or not the damage was due to a negligent act or omission by us.
- 3.3 We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure 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.

4. 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.

5. Under 18s

All persons under the age of 18 years ('Under 18's') will require a completed Non CIWW Coached Consent Form and Safety and Risk Declaration signed by an appropriate parent or legal guardian before being allowed to use CIWW. The requisite consent form is available from us and a duly completed and signed consent form must be returned prior to participation.

6. Duration and Terminating your Membership

- 6.1 This registration will endure for 12 months unless terminated by you or CIWW prior to the expiry of the 12 month period.
- 6.2 Your registration will automatically expire following 12 months from the date of signing the £5 ID Card Application Form. On expiry of this Agreement, you can renew your registration by contacting CIWW.
- 6.3 You are entitled to terminate this Agreement at any time, by giving CIWW not less than one calendar month's notice in writing. However if you do so you will not be entitled to a refund of the membership fee you have paid.
- 6.4 A termination request must be received by the Company in writing from you (not email). CIWW will acknowledge your request and confirm, in writing your membership termination.
- 6.5 We may terminate this Agreement and expel you if, in the reasonable opinion of CIWW, you cause serious or repeated annoyance or nuisance to any other member or guest, bring the character of CIWW into disrepute or breach the terms of this Agreement or the CIWW Rules, Regulations or etiquette. If your membership is terminated in accordance with this clause 6.5, you shall not be entitled to a refund of the membership fee you have paid and we will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

7. Data Protection / Privacy

- 7.1 The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998.
- 7.2 We may occasionally take photographs of Participants for publicity purposes, including reproduction on our website, and in submitting your booking you are indicating your consent to the same, unless you mark the box on the Consent Form to indicate otherwise.
- 7.3 We will use your email address to contact you with information about our services and special offers.
- 7.4 We may use CCTV to monitor our premises for security purposes and to review any incidents which may occur on the premises.

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 6.5, 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.