**Foxlake Terms & Conditions**

**Group/Booking Name**

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<th>Date/Time of Session:</th>
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**Definitions**

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

- We/Our/Us: Foxlake Adventures Community Interest Company (registered no. S4212071), whose registered office is at Dundas House, Westfield House, Eskbank EH22 3FB.
- Foxlake 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 front of this page, for whom you are responsible.

**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 on 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 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.
- Participants must wear approved safety harness, fall arrest, helmet and appropriate clothing at all times whilst on or about to go on any ZipTrail zones.
- Participants must wear approved safety devices and equipment at all times whilst on or about to go on Segways.
- Participants must wear helmet and appropriate clothing at all times whilst on or about to go on Segways.
- We may refuse to allow any participant to take part in any Foxlake Activity or to remove a participant from any Foxlake 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.
- 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 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.

**Declaration**

I have read in full, understand and agree to abide by all the terms and conditions of use, issued by Foxlake Adventures CIC 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 if 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 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)

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<th>User/Parent/Guardian of Group’s signature</th>
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