

North Devon Wake Park Ltd

Please read carefully before signing and agreeing to our terms and conditions.

Definitions

This agreement is between North Devon Wake Park Ltd and you, the customer. The person doing any activities at North Devon Wake Park shall be referred to as “participant(s)”. Anyone under 18 needs a legal guardian to sign this document and will be referred to as “underage participant(s)”. The activity means using any of the activities offered by North Devon Wake Park and its facilities.

1. Rules of participation and assumption of risk

1.1 By signing this document and completing any bookings/entering the site/participating in any activities, you agree that you and all participants have read and understood the information in this document. All participants will inform our staff of any medical conditions you or any of your party may have and follow the rules set out by staff and in this document. You are aware that the activities are strenuous, physical outdoor activities with a risk of bodily injury and/or death. By signing, you agree that all participants can swim competently in open water and have a reasonable fitness level.

1.2 By signing, you agree that you do **NOT** have any medical conditions that may preclude you from undertaking the activities (Heart problems, Existing injuries, Reoccurring injuries, Pregnancy, or anything condition that will affect your ability to partake). If any medical information changes, you agree to make North Devon Wake Park aware of the condition. You will inform the office staff before entering the water and disclose to the staff taking the session of your medical condition(s). By not doing this, you understand that any injury may occur is the participant's fault. Any abuse towards any members of our team will not be tolerated, and you will be asked to leave and banned from returning.

1.3 By Signing, you understand that the activities offered are physical and have some risk involved, which may be of a type not encountered during everyday life. Whilst small, the risks involved can only be eliminated by making the activities somewhat pointless. You agree that North Devon Wake Park has done its utmost to reduce these risks, and you must remove all jewellery, glasses, and watches before part-taking in an activity. We also recommend that you do not have long or fake nails, as these can break during activities.

1.4 By signing, you agree that you will not do anything that may jeopardise your or others' safety and will comply with the instructions given by the North Devon Wake Park staff along with any signage around the North Devon Wake Park site. During the activities, you agree to keep all safety equipment on and only modify something with a staff member's approval. Without a buoyancy aid, you will not enter the water (unless open-water swimming). As in all sports, there is/are risk(s) that you may injure yourself or damage equipment or clothing.

2. Restrictions

2.1 We have a minimum age of 6 on the Aquapark/Paddleboarding/Ringo rides and a minimum height of 105cm. All children under the age of 8 need to be accompanied by an adult with a ratio of 1:2. All participants who enter the water must be confident in the water and swim 20 metres with a buoyancy aid. For wakeboarding, 6 is the minimum age for the straight-line cable and 10 for slow speed for the full-size cable unless an instructor on the straight-line cable has approved. Along with a minimum height of 105cm for all activities. At normal speed (30kmph), the minimum age is 12 unless an instructor approves. Any participant(s) who don't meet the requirements will be removed from the activity.

2.2 Everyone partaking in the full-size cable (5 towers) is required to have a wristband. This is the only activity it is needed for. We will take your photo for this, and you **MUST** scan the band before each start on the dock. This allows us to see where people are on the water and track who is wakeboarding and when your ticket is valid. You will only be allowed to ride if you have a band. You can bring a Wakesys band from another park and use it with us, but you must check in to reception first.

3. Data Privacy

3.1 We have an optional box on our sign-up to our newsletter. By checking this, you agree that North Devon Wake Park can send promotional material or updates about the park to you. This information will not be given/sold to anybody else; you can unsubscribe anytime.

3.2 Personal data is kept on the system for ease of returning customers and rebooking. You must complete this form which requires personal data to partake in our activities.

3.3 Your signature gives the instructor concerned and the North Devon Wake Park staff the right to take emergency action and make related decisions in case such action is considered necessary. For example, we may take photos of sessions for promotional material. If you wish for this not to happen, you must inform us when you arrive on site. Signing this statement does not affect your legal rights or our obligation towards you. This is valid until your information changes; we will assume your information is the same unless you tell us otherwise. You will need to resign online or in reception if anything changes or if our terms and conditions are updated.

3.4 False information provided will be treated as your correct information as we need more resources to check up on the information. Failing/lying whilst completing a medical declaration could result in injury or death; due to our staff being misinformed. This will be entirely your fault, and we will take no responsibility for this.

3.5 CCTV operates at North Devon Wake Park and is monitored for health and safety, park usage and security purposes.

4 Safety instructions for wakeboarding

4.1 Entering the water and participating in our wakeboard activities, you accept the risk and responsibility that comes with it. Guardians and supervisors are responsible for those in their care. Everyone entering the water must be comfortable in the water and be able to swim 20 meters with a lifejacket on. At the start of your session, a safety brief will be given on what to do when on the water and when you fall. These must be followed, and any other instructions provided by staff must be adhered to. Please ask a staff member for help before continuing if you are unsure.

4.2 When riding the kneeboard/wakeboard, if at any point you feel you are out of control and may collide with a feature in the water, you must let go straight away. This is also the case if you feel you cannot avoid someone. Once you have fallen, you must check to see your surroundings and swim to the side straight away, do not try and catch a handle; if you feel that someone/something isn't going to avoid you, you must duck underwater and cover your head. When you get to the side, climb out using one of the exit docks to avoid underwater stones and the risk of cutting your feet.

4.3 Validity of tickets. Season tickets are valid throughout the year on days we are open. However, 1- or 2-hour tickets are only valid on the day booked and when they are booked. If you wish to change your session, we will do our best to accommodate you, but this may not be possible to change. The season we are open is determined by North Devon Wake Park Ltd and will be weather dependent. You must scan your wristband on the WakeSys system before leaving the dock; this will tell you how long you have left of your session. All vouchers have a 1-year validity from the date of purchase with no exceptions unless we must close for reasons out of our control. In this case, we will extend the vouchers. Vouchers cannot be exchanged for money. They must be spent on activities at the park.

4.4 Equipment. Helmets and lifejackets must be worn while in the water; these are free to hire. Beginner wakeboards and kneeboards are also included in the price, these are not for obstacles, and if using them on obstacles, you will be removed from the water. Obstacle boards are available to hire in the main reception. North Devon Wake Park accepts no liability for damage to your equipment from using the obstacles on the lake. By signing, you agree that any intentional damage caused to North Devon Wake Parks equipment or stealing of them, you will be charged and banned from re-entry. Wetsuits can be hired for your activity, and we recommend that everybody wears a wetsuit in the water to protect them from the elements.

5. Refund and cancellation policy

5.1 We offer a full refund if you cancel the booking more than 72 hours before your session, and any less time given will result in no refund. For any cancellations, there will be a £5 cancellation fee.

5.2 We reserve the right to postpone/cancel sessions due to adverse weather conditions (i.e., High wind, Fog, Lightning). We will always try to give as much notice as possible before we cancel a session; however, this can be short notice due to fast-changing weather conditions. For any cancelled session, the booking fee is non-refundable. If this happens, call us; we can rearrange the session free of charge.

5.3 If you are late to a session, we will do what we can to try and accommodate you, but we cannot guarantee entry and will not be able to refund you.

6. Aquapark and water safety of operating

6.1 By entering the water, you agree to abide by the rules given at the safety briefing, and by breaking any of the rules, we reserve the right to remove you from the water/park and be given no refund. By signing, you agree you are NOT under the influence of drugs or alcohol; if you are found under the influence, you will be removed from the water and given no refund. I agree to participate in activities provided by North Devon Wake Park

7. Park Rules

7.1 North Devon Wake Park does not accept responsibility for the loss, damage, or theft of anyone's belongings whilst on North Devon Wake Park property. However, you can hire lockers for £1 to keep items safe.

7.2 By entering the site, you agree to abide by our rules and respect everyone and everything at the park. Any damage you cause to the property or equipment due to destructive behaviour will be charged to you.

7.3 All dogs who come to the park must be well-behaved and kept on leads the whole time. Any mess caused must be cleaned up immediately to keep the place nice and tidy.

7.4 Smoking is not permitted on the wooded decking area for apparent fire safety; however, we allow it in the car park and on grass areas if butts are placed in bins provided.

7.5 Littering is not accepted; we love how the lake looks and don't want it spoilt, so please put it in the bins provided.

7.6 Foul language is not tolerated as we are a family-friendly park and want everyone to have the best time possible.

7.7 All of our activities are subject to availability, and we recommend that you book in advance to secure the activity you want to do.

7.8 Children under 16 must not be left alone at the park and unsupervised. The activities are not a means of childcare.

7.9 Anyone wanting to hire a “pro wakeboard” for obstacles must leave a credit card at reception to ensure their safe return.

7.10 Anyone found stealing rental equipment will be prosecuted. CCTV is used at the park, and we will not tolerate this; anyone caught trying to take anything will be banned from the site indefinitely.

7.11 Everyone is responsible for bringing and wearing appropriate clothing, footwear, and protection against the weather, i.e., sun cream, warm clothing etc. We operate in an outdoor environment where we cannot control all the elements. This means appropriate footwear for the weather must be worn to protect against the wet ground. In addition, the appropriate clothing needs to be worn for either wet and cold weather or lots of sun. We do not provide sunscreen for free, but we offer it for purchase.

7.12 North Devon Wake Park is a family-friendly centre where we hope to provide everyone with the best experience possible. Any abuse towards our team will not be tolerated, and you will be asked to leave the site immediately and receive no refund. Anyone doing this can be banned indefinitely.

BY SIGNING THE ABOVE DOCUMENT, I AGREE TO THE TERMS AND CONDITIONS ALONG WITH OUR RULES. PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE A GUARDIAN SIGN AND TAKE RESPONSIBILITY FOR THEM.