

## TERMS AND CONDITIONS OF USE – Wolfson College Punt & River Club

### **GENERAL –**

These Terms and Conditions of Use apply to the use of the WCP&RC river sports equipment and any ancillary products in the College (Linton Road) Boathouse.

They contain important information concerning participation by you and other members and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these terms and conditions. No variation to these terms and conditions shall be binding unless agreed in writing by WCP&RC. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by WCP&RC (including any electronic documentation) shall be subject to correction without any liability on the part of WCP&RC. WCP&RC reserves the right to make changes to the water sports activities whether to conform with any applicable health and safety or other statutory requirements or otherwise.

### **1. USER AGREEMENT.**

Participants must apply for, and have approved, a Punt and River Club permit for the current season. As part of this application process members are confirming that they are responsible for ensuring that each member of the party is fully aware of the risk assessment and health and safety issues involved. A parent must be specifically responsible for any members of the party under 18.

By applying for the Punt and River Club permit members confirm that:

- they accept these Terms and Conditions of Use and their Obligations (Section 2, below);
- they wish to participate in punting and canoeing activities, which may include physical activity. If they have a pre-existing medical condition, and they have not recently done so, they are advised to speak to their GP to seek advice as to their suitability for the physical activity before participating. Due to the physical nature of the Activity, Wolfson College P&R Club recommends that pregnant women should take advice before participation.
- the hazards and safety rules have been explained to them during the application process, and that they are clearly understood;
- The permit holder must be a College member in their own right and be 18 years of age, or over (anyone under 18 must be accompanied by a parent / guardian or assigned adult responsible for them at all times). Associate members of College are not permitted to apply.

### **2. YOUR OBLIGATIONS.**

You shall:

- Keep the River Sport equipment in your possession and under your control at all times and use the River Sports equipment only within the area of, and for the purposes of, your trip previously agreed with us.
- Permit our representative access to the River Sports equipment which you are using on request.

- Be responsible for losses of, or damage to, the River Sports equipment caused by your own fault and indemnify us appropriately.
- To not sell, underlet, or dispose of the River Sports equipment, and will indemnify us against all losses, costs, claims, damage and expenses howsoever occasioned by your breach of these conditions.
- Swimming ability: All participants taking part in any water sports activities are equipped with buoyancy aids (which must be worn at all times); but we do ask that you have a suitable level of water confidence and be accompanied by those that can swim more than 25 meters and are confident in the water.
- Canoes are heavy and the correct manual handling techniques must be used, as per the accompanying safety documents and risk assessment. Do not attempt to carry more than one canoe at a time.
- WCP&RC reserves the right to refuse admittance to the Activities or to remove a participant from the Activities for any reason should it deem it necessary to do so. This includes a participant who does not comply with Health and Safety rules and advice, poor behavior to other participants or members of the public and being unsuitably dressed for their planned activity.
- Any person under the age of 18 years old must be accompanied by an adult in the same canoe/punt. Accompanied Children of 12 and over may help paddle in a kayak. Under no circumstances are participants allowed to enter the No Go Zone as detailed below.
- Participants must only enter and exit at the designated points on the river and should not moor at any boat moorings along the river.

### **3. MAINTENANCE.**

It is our full obligation and forms part of these Terms and Conditions to maintain all water sports equipment. So that they are in a full working condition, provided that you have abided by all your Obligations (section 2, above).

### **4. CONSEQUENTIAL DAMAGE ETC.**

We accept no responsibility for any loss or damage of personal possessions howsoever arising during your use of the punts or canoes.

### **5. BREACH.**

Should you commit any breach of this agreement we may terminate your membership.

### **6. CANCELLATION BY US.**

We have the right to cancel your activity for any reason at our discretion including adverse weather or water conditions. No refunds on the Punt and River club permit will be provided.

### **7. DISCLAIMER.**

Wolfson College and the WCP&RC will not be liable for any death, personal injury, or loss of or damage to goods arising out of any canoeing activity and the use of any associated items

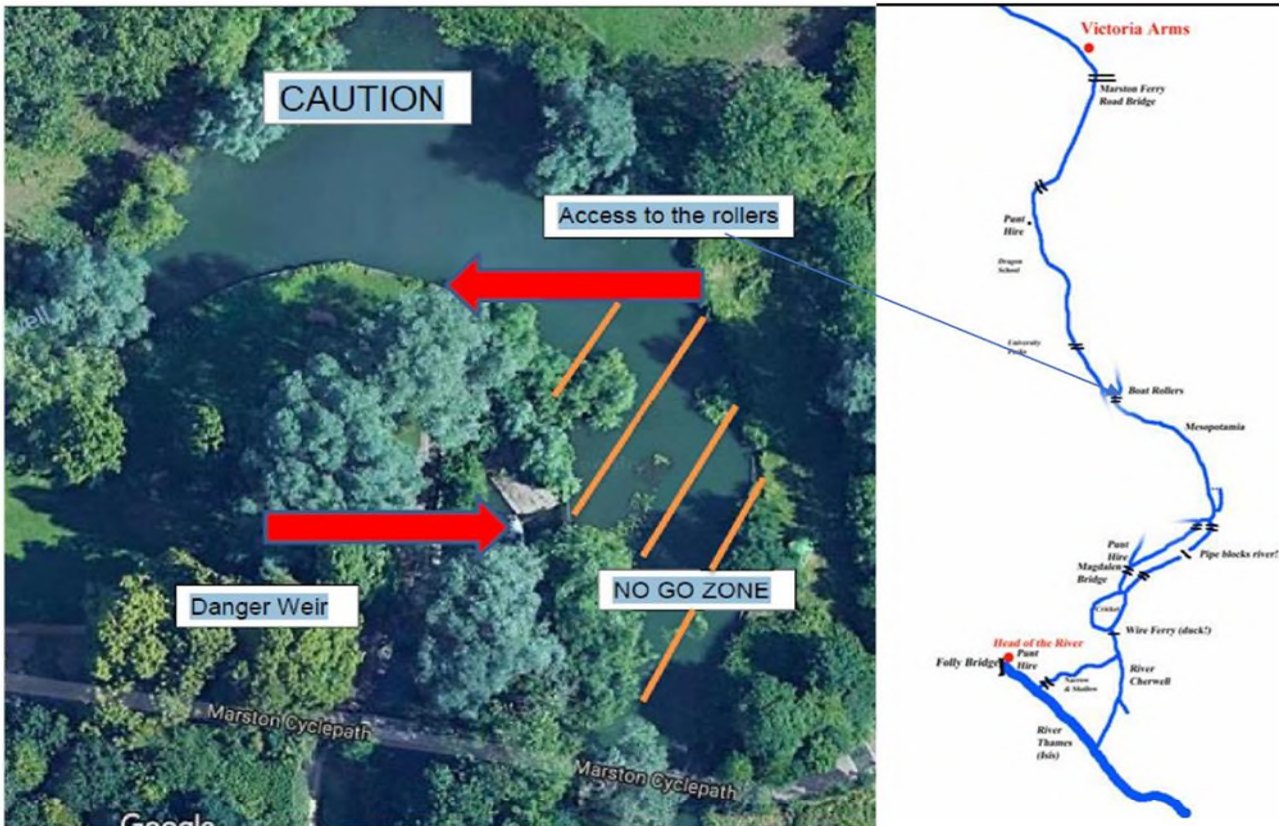
## User Agreement and Declaration

There are certain dangers involved in the use of a Canoe and Punt that are beyond the control of WCP&RC, which may result in accident, injury, death or property damage either to myself or other persons. Such dangers include, but are not limited to, the possibility of capsizing which could result in drowning, the possibility of striking rocks or other objects which may damage or rupture the boat and the possibility of being exposed to the hazards of water level or weather changes (including rain, lightening, fog, high winds and rough water) which may cause hypothermia.

- I understand that I use Wolfson College Punt and River Club equipment, and participate in the water sports activities, entirely at my own risk.
- I understand that I am responsible for the safekeeping of my personal property and that WCP&RC will not accept liability for any damage or loss of personal property.
- I will wear a buoyancy aid and suitable footwear at all times and ensure other members of my group wear buoyancy aids and suitable footwear at all times.
- I will always travel with at least one other person. Single voyages on any craft are not permitted
- I have read the information on Leptospirosis (Weil's disease) below and accept the risks.
- I do not suffer from any medical condition which would make it more likely that I will be involved in any incident which could result in injury to myself or others.
- [If applicable] I am pregnant and sign this disclaimer confirming that I am aware that there are risks to me and to my unborn child and that participating in the activities is at my own risk.
- I will not travel if OURC website shows unsuitable conditions or if the weather conditions are too poor: <http://www.ourcs.org.uk/safety/rcond>
- I will take a phone in the water proof case (cases are available in the punt house)
- In the event of a canoe capsize swim the boat to the bank and empty by turning on its side and pouring out the water before attempting to paddle back to the Boathouse.
- I will report any incidents or near misses at the Porters Lodge.
- In the event of an emergency call (999). A first aid box and emergency clothing is located in the punt house.
- I have read and understand the Risk Assessment and Terms and Conditions of Use, watched the online canoe instructional video and completed the online Boathouse tour as part of the permit application process.

## Restrictions on where you can go

- You must travel upstream (left) from the boat house
- Before you depart you must be aware of the NO GO ZONE which is downstream (right) from the boat house.
- The footbridge out of University Parks is your first marker that you are approaching the Weir.
- The second marker is the sharp left bend.
- The third and final marker is the access point to the rollers.
- Do not proceed past this point.



**WEIL'S DISEASE (Leptospirosis icterohaemorrhagiae)**

Weil's Disease is a bacterial infection carried in rat's urine which contaminates water and wet river banks, the risk of infection is greater in stagnant or slow moving water. Weil's Disease is rare, but it can be a serious illness requiring hospital treatment. If within 3 – 19 days after punting or canoeing you feel ill with a temperature, influenza-like illness and/or joint and muscle pain and possibly jaundice, you should see your doctor immediately and advise them that you have been taking part in water sports.

**PRECAUTIONS:**

All participants must:

- Use footwear to avoid cutting feet.
- Cover all scratches/cuts with waterproof plasters.
- Avoid immersion in stagnant or slow-moving water.
- Wash or shower after immersion or paddling generally.

**PARTICIPATION STATEMENT:**

I understand that the activity in which I will participate is an assumed risk sport, with risk of accident or injury. All members of my group have understood the conditions of use. I understand that any booking is accepted on the understanding that WCP&RC safety regulations are observed. By making the booking, I agree to the WCP&RC Terms and Conditions of Use.

**AS THE PARTICIPATING ADULT:**

I will accompany participants under 18 years of age.

As the Participating adult I will accept responsibility for the safety of myself and for supervision of children in my care.