

GENERAL TERMS AND CONDITIONS (G.T.C.).

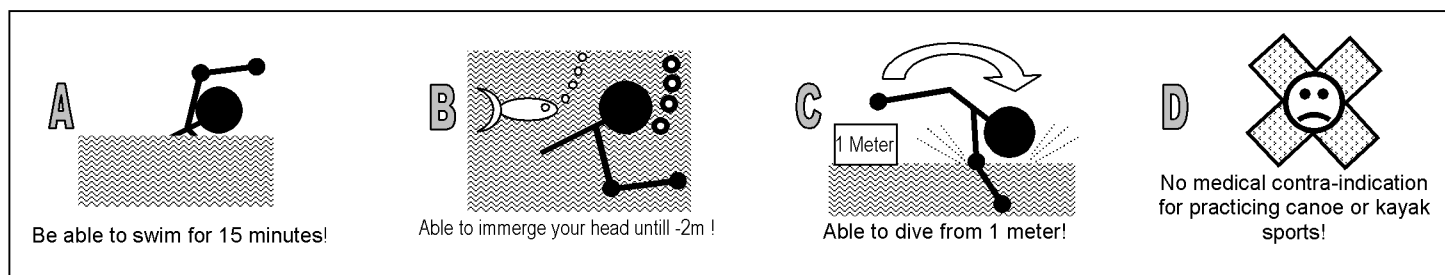
Version from 15th July 2018.

Concerning the **unsupervised boat renting**.

Attention: This a free translated text! In case of doubt or lack of understanding, only the French text is applicable.

It is pointed out that this service in its form is not suitable for the physically or mentally permanently or temporarily (including injuries) affected disabled persons. In the given case, for reasons of the safety of the participants, additional measures must be seized, which draw also an adjustment of the price with itself. This must be already communicated in the reservation request.

PRECONDITIONS



Subsequently, a PARTICIPANT is considered as a person who has rented for a determined period of time under one's own name or the name of another person or group and autonomously uses a canoe or kayak inclusive all accessories without any supervision.

- Children under the age of 6 years are not allowed on board of the boats.
- Minors between the age of 6 and 15 years are not allowed to rent a boat without being accompanied by an adult person.
- From the age of 16 on, persons can rent a boat on their own, without an adult accompaniment.
- The minimum age to navigate the white-water channel is 12 years.

Wearing the buoyancy aid, closed and buckled up, is mandatory for the whole duration of the activities. Also the helmet for the activities mentioned under §5.

§ 1) PAYMENT AND RESERVATION PROCEDURES:

No reservation will be considered binding until receipt of a written booking and full payment.

As long as no binding reservation exists, KanuRaft s.à r.l. reserves the right to dispose freely over both the date and over the period and to convey it to another customer.

The complete rate of participants set by the booking are payable, even in case of individual withdrawal.

§ 2) CANCELLATION BY THE PARTICIPANT(S) (CLIENT / GUESTS):

Less than 14 calendar days before the first day of rental: 50% of the total price to be paid.

On the day before (00h00) or the day of rental: 100% of the total price to be paid.

Late arrival in relation to the agreed time schedule leads to the corresponding temporal shortening. No waiting times, even for single persons within a group.

§ 3) CANCELLATION by KanuRaft s.à r. l. :

Payback 100% of the entire deposit or the amount paid in advance.

This clause is not applicable if the renting, due to non-compliance with a safety statement or condition of participation mentioned in the present General Terms and Conditions, by one or more participants, must be aborted and/or cancelled.

§ 4) RESPONSIBILITY during renting:

§ 4.1) KanuRaft s.à r.l. ensures the safety and standard compliance for the rented equipment: boat, paddle, buoyancy aid ISO EN 12402-5, helmet EN 1385.

In case of failure to follow safety instructions by one or more participants, KanuRaft s.à r.l. reserves the right to suspend or cancel the renting immediately, without compensation and without affecting the other agreements of this contract. The same applies in the event of conduct by which the safety of participants and/or the supervisor is no longer guaranteed. The participants must immediately follow the instructions to get off the boat.

In the case of force majeure (e.g. storms, strong winds, floods, low water, lack of instructor, technical failure, ...) in the interest of the participants and their safety, KanuRaft s.à r.l. may abort or cancel the renting at any time and without affecting the other agreements of this contract.

KanuRaft s.à r.l. can immediately abort the renting without compensation and request the participant to get off the boat if their behaviour shows unsuitable physical and coordinative abilities to navigate the boat without putting himself or other people in danger. The participants must immediately follow the instructions to get off the boat. This is also applicable for individual persons within one same group.

4.2) The participant (client/guest) shall certify with his signature that he himself and all participants in his group or family boarding the canoes and kayaks, do fulfil all de preconditions illustrated by the images A, B, C, D in the beginning of this text and are not under influence of alcohol and/or other drugs.

The participant or group leader also certifies that he has informed every participant from his group or family about the contents of the present general terms and conditions.

In case of a group of participants, the latter ones must determine by name and in written form a main responsible person on site, who bears the responsibility of the whole group as a group leader.

Every participant has to strictly follow the instructions and informations given by the instructor and/or trainer from KanuRaft s.à r.l. on land as well as on water.

§ 4.3) The participants must accept all risks which arise from the exercise of outdoor activities, particularly canoeing and kayaking, namely by the effects of exposure to sun, wind and rain, cold weather, freak weather, moisture and contact with the very slippery and unstable river bed and banks.

The nature of the canoeing activity points out that the prolonged contact with more or less cold waters and tipping over (capsize) due to loss of balance cannot be excluded.

Participants accept that the canoeing activity can be operated on a water body, whose waters do not meet the hygienic standards set by the European bathing water directive 2006/7/EC.

Respect and protection of the natural environment must be observed during the entire service duration.

§ 5) Centre National d'Eau Vive in Diekirch (C.N.E.V. « al Schwämm ») / National white-water centre, white-water canal.

The minimum age to navigate the white-water canal is 12 years.

Wearing the buoyancy aid and the helmet, closed and buclued up, is mandatory for the hole duration of the activities. As well on board of the kayaks as on the banks of the white-water canal.

Every participant making use of the white-water canal from the C.N.E.V. « al Schwämm », is compelled to strictly and promptly obey every instruction from the trainer or any other person being responsible for the C.N.E.V!

The participants accept that the white-water canal is NOT to be considered as a recreational park, but a training course for canoe and kayak including every risk and danger posed by a white-water river.

The risk of collision and capsize of the boat, including its subsequent consequences such as swimming in a strong current and the collision with solid obstacles is omnipresent and involves risk of injury and drowning.

The participant uses the unsupervised white-water canal in full autonomy and at one's own risk and responsibility.

The participant is solely responsible for his/her own security, the security of the group's participants and his/her family and bears the full risk and potential damage events which can result from the unsupervised utilization of the white-water canal.

If one or more participant(s) are not following the requirements concerning the security, KanuRaft s.à r.l. reserves the right to immediately interrupt or terminate the boat renting without affecting the present terms and conditions. The participants must immediately follow the instructions to get off the boat.

In case of malicious damage, destruction or loss of the rented material, the participant must compensate it with the reinstatement value.

The existing terms and conditions can be renewed and/or changed at any given time. The respectively valid version can be found on www.kanuraft.eu or be viewed at the embarkment.