

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

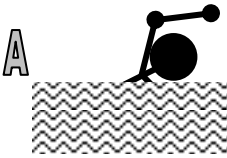
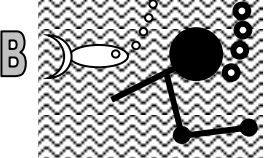
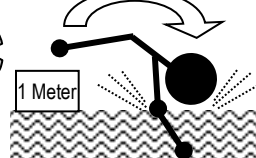
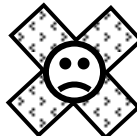
Version from 1 January 2022.

Attention: This is 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 also draw an adjustment of the price with itself. This must be already communicated in the reservation request.

PERSONAL REQUIREMENTS:

 <p>A</p> <p>Be able to swim for 15 minutes!</p>	 <p>B</p> <p>Able to immerse your head until -1m !</p>	 <p>C</p> <p>1 Meter</p> <p>Able to dive from 1 Meter!</p>	 <p>D</p> <p>No medical contra-indication for practicing canoe or kayak sports!</p>
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Definitions

Participant: Subsequently is considered as a participant a person who, for a determined period of time, under one's own name or the name of another person or group, uses a canoe or kayak including all accessories.

- Children under the age of 6 years are not allowed on board of the boats.
- Minors from the age of 6 until 15 years included, must be accompanied by an adult person in a boat. They are not allowed to rent a boat at their own.
- The minimum age to navigate the wild-water canal is 11 years.

Activity: subsequently is considered as an activity, the description of the contracted service.

Duration: is to be considered as the duration of the service, the space of time between the arrival and departure of the group on the site. Included in the activity time is the time spent in the changing room, preparation of equipment, explanations, embarking, time on the water, disembarkation, storage of equipment, changing room. Time spent on the water therefore depends largely on cooperation and discipline within the group.

§ 1) PAYMENT AND RESERVATION PROCEDURES:

No reservation will be considered binding until return of this countersigned contract by e-mail or postal service, and full advanced payment.

As long as no binding reservation exists, F.L.C.K. reserves the right to freely dispose of both the date and over the period and to assign it to another applicant.

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 activity: 50% of the total sum to be paid.

On the day before (00h01) or the day of activity: 90% of the total sum to be paid.

Late arrival in relation to the agreed time schedule will result in a corresponding reduction in the total duration. The end of activity time cannot be postponed.

§ 3) CANCELLATION by F.L.C.K. :

Possible at any time with Payback 100% of the entire deposit or the amount paid in advance.

This clause is not applicable if the activity, 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:

↳ Wearing the buoyancy aid, closed and buckled up, is mandatory for the entire duration of the activities. Also, the helmet for the wildwater activities running in the canal. ↳

§ 4.1) The F.L.C.K. 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, the F.L.C.K. reserves the right to suspend or cancel the activity 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, the F.L.C.K. may abort or cancel the renting at any time and without affecting the other agreements of this contract.

The F.L.C.K. 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 obey the obligation to get off the boat. This is also applicable for individual participants within one same group.

4.2) The participant shall certify with his signature that he himself and all participants in his group 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 single participant from his group 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 must strictly follow the instructions and information's given by the instructor and/or trainer from F.L.C.K. 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 riverbed 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.

§ 4.4) In case of malicious damage, destruction or loss of the canoe equipment or any other equipment, including installations of the "Centre National d'Eau Vive", the participant must compensate it with the reinstatement value.

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 Schwemm ») / National wild-water centre, wild-water canal.

The minimum age to navigate the wild-water canal is 11 years.

It is strictly forbidden to enter the whitewater canal with the boats without having received an express order from the responsible F.L.C.K. instructor.

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

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

The participants accept that the wild-water canal has NOT to be considered as a recreational park, but as a training course for canoe and kayak including all risks and dangers existing on a wild-water river. The risk of collision and capsizing of the boat, including its subsequent consequences such as swimming in a strong current or the collision with solid obstacles is omnipresent and involves risk of injury and drowning.

The participant uses the wild-water canal in full autonomy and at his/her own risk and responsibility.

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

If one or more participant(s) are not following the requirements concerning the safety, the F.L.C.K. reserves the right to immediately interrupt or terminate the activity for the whole group, without these terms and conditions being affected. The participants must immediately obey the obligation to stop and get off the boat.

The existing terms and conditions can be renewed and/or changed at any given time.

§ 6) additional conditions.

Will be added if needed