

KAYAK AND RAFT RENTAL - TERMS AND CONDITIONS

§1 Participation Terms

- 1. In order to rent a kayak/raft, the Participant must sign a written
- Declaration stating that he/she has acquainted him or herself with the Terms and Conditions (registration form). The Participant must also declare that his health allows for taking part in river floating activities, and that he is financially liable for the rented equipment (kayaks, rafts, paddles, life jackets etc.). Minors and those legally incapacitated must have their forms signed by a legal guardian or another authorized person in accordance with the Polish law. The form must be filled out and signed in the presence of the Organizer or an authorized representative.
- 2. The Participant agrees to the processing of personal data contained in the Declaration.
- 3. Persons over the age of 16, who have not reached the age of maturity, may participate in river floating, on the condition that they provide a written parental consent for such participation at their own risk, or otherwise they may remain under the care of their parent/legal guardian during river floating (signature of parent/legal guardian is required).
- 4. Persons below the age of 16 may participate only under the care of a parent/legal guardian or another authorized caregiver who will take responsibility for the minor (signature of parent/legal guardian is required).
- 5. Participants are required to:
- A. Follow the Terms and Conditions and abide by all rules and instructions given by the Organizer,
- B. Obey the water law, environmental protection law, and all regulations pertaining to fire prevention,
- C. Follow all regulations pertaining to kayak/raft usage (such as properly wearing a life jacket) during the entire participation in river floating,

- D. The same regulations apply to the time of getting in and out of the equipment. E. Abide by the rules of behaviour during river floating, especially:
- a) Not leaving the equipment unattended.
- b) Taking the appropriate (safe and designated) seating in the kayak/on the raft, appropriate body positioning during kayaking/rafting, particularly:
- 1) BOARDSIDE SITTING OR SITTING ON TOP OF THE KAYAK IS NOT PERMITTED.
- 2) STANDING ON THE EQUIPMENT IS STRICTLY PROHIBITED.
- 3) STANDING ON THE KAYAK IS ABSOLUTELY NOT PERMITTED WITHOUT A LOGICALLY NECESSARY REASON.
- F. Return the floating equipment (kayaks, life jackets, paddles, etc.) clean and undamaged.
- G. Provide first aid to other participants if required during the floating activity.
- H. To refrain from contaminating the floating route.
- I. To refrain from alcohol consumption before and during participation in river floating. Participants under the influence of alcohol will not be allowed on the water.

ALCOHOL CONSUMPTION IS STRICTLY PROHIBITED DURING THE ENTIRE DURATION OF RIVER FLOATING.

J. To refrain from usage of narcotics or other drugs which affect consciousness before and during river floating. Participants who exhibit behaviour suggestive of intoxication will not be allowed on the water.

ILLEGAL DRUG CONSUMPTION OR THE CONSUMPTION OF ANY SUBSTANCES WHICH AFFECT CONSCIOUSNESS (EVEN TEMPORARILY) IS STRICTLY PROHIBITED DURING THE ENTIRE DURATION OF RIVER FLOATING.

- 6. The Participant is financially liable for any material damages caused by him or minors under his care.
- 7. The Participant is responsible for injuries caused to others (or their property) by him or minors under his care.

§2 Responsibilities of the Organizer

1. The Organizer provides appropriate floating equipment (kayaks/rafts) as well as life jackets for each Participant

- 2. The Organizer delivers all floating and safety equipment to the route starting point.
- 3. The Organizer, if present during an accident on the river, provides the necessary first aid to the participants.
- 4. If the Organizer is absent during an accident which happened on the floating route, and he is informed of such, he is responsible for undertaking all the necessary activities to provide prompt medical care to the participants involved.

§3 Final Resolutions

- 1. The Organizer is not responsible for any material or moral losses suffered by the participants and caused by them to a third party;
- 2. The Organizer is free of any responsibility for a participant who does not abide by the Terms and Conditions presented here.
- 3. Individuals who will not respect and follow the Terms and Conditions or social norms will be dismissed from the participation in river floating. Such decisions will be made by the Organizer or persons authorized by him. Persons dismissed from participation are not eligible to receive a refund.
- 4. The right to the interpretation of the Terms and Conditions belongs to the Organizer.