

ELORA RAFT RIDES – RIVERBUG GAMES

TERMS AND CONDITIONS

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Please be sure that you have read these Terms & Conditions before making your booking or purchase. Booking online means you agree to the following:

General Information

Availability: All bookings and e-tickets are subject to availability.

Product & Service Withdrawal: We reserve the right to withdraw products or services at any time without prior notice.

Refunds: All refunds are at the discretion of Elora Raft Rides Management.

Bookings Information

Booking Methods: We accept bookings in person, online, by telephone, email and post.

Booking Notice: There is a 30 minute cut-off for online bookings to allow some flexibility for walk-ups at the pool.

Altering Bookings: Any alterations must be made by phone at least 24 hours before the bookings. Please call us should you wish to make a change and we will do our best to assist you.

Game Cancellations: Any cancellations must be made at least 24 hours in advance to ensure a refund of any monies paid, minus a \$5 administration fee.

Late Arrival: We can only guarantee a one-man inflatable cata-raft or RiverBug for your use if and when you arrive at the pool and check in with us as agreed 15 minutes before game time. If you are going to be delayed, please notify us as soon as possible, so that we can hold your RiverBug until game-time or so that we may reschedule your booking. Non-Appearance : Any person or group failing to show up without giving prior notice will lose their booking and will not be eligible for a refund.

Conditions of Hire

Notice of Risk: All craft and equipment are let to hirers at their own risk. Elora Raft Rides (hereinafter 'The Company') will not be responsible in any way for any accident, injury, damage or loss, whether direct or indirect, arising from the hire or use thereof (save for the Company's liability for death or personal injury caused by the negligence of the Company, its employees or agents).

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Conditions of Hire *(continued...)*

Notice of Responsibility: The hirer shall be responsible for any accident, injury, damage or loss and for all damage to the craft and equipment arising from the hire or use thereof or from any breach by the hirer of these conditions and shall indemnify the Company from and against all claims, demands, liabilities, expenses and costs which may be brought against or incurred by the Company as a result of any accident, injury or loss arising from such hire use or breach (other than death or personal injury resulting from the negligence of the Company, its employees or agents).

Reasonable Use: The hirer shall use the craft and equipment in a reasonable, proper and careful manner.

Use of Drugs or Alcohol

Note that neither drugs nor alcohol are permitted before or during a RiverBug Game. By making a booking with us, you agree that the use of these substances before or during your Game will result in one or more of the following actions being taken by Elora Raft Rides management with respect to the offending player:

- 1) the offending player will be refused permission to participate in the registered RiverBug Game
- 2) the offending player will be removed from the registered RiverBug Game
- 3) the offending player may be suspended from any number of future RiverBug Games. In any case, the offending player will forfeit their payment for the registered Game at which the offense took place without refund.

Elora Raft Rides craft and equipment are hired subject to the above conditions and are not hired subject to any other condition or warranty, express, implied or statutory and any conditions or warranties other than the above conditions are hereby expressly excluded insofar as permitted by the statute.

Prior to participating in any Elora Raft Rides – RiverBug Games activity, you will be required and agree to sign our **Waiver** which absolves Elora Raft Rides of legal liability in case of accident or injury. A copy of our Waiver can be found on our website, RiverBugGames.ca, and we encourage you to print, read and sign it before arrival at the pool to avoid any delay in participation in your Game. Printed hard copies of our waiver will also be available for signature at each of our pool locations, should you need them. **No Elora Raft Rides – RiverBug Games activity shall be offered to any customer without the provision of a signed Waiver by them.**

These Terms and Conditions are subject to change without notice and will be posted online on the website, RiverBugGames.ca.