

WAKEMK TERMS AND CONDITIONS

- Please help us keep the lake and surrounds tidy and use the litter bins provided.
- The playing of loud music is not allowed.
- It is prohibited to consume alcohol prior to any WakeMK activity.
- Please be considerate of other visitors – those causing a nuisance and impacting others' enjoyment of the facilities, on or off the water, will be required to leave
- The park forfeiting any payments made.
- Dogs are allowed in the park and must be kept under strict control and not allowed to foul the park, lakeside, car park or any part of the facility. All dog fouling must be removed by the owner.
- No sports instruction or sales of any kind may be carried out except as approved specifically beforehand by WakeMK management.

All users and visitors must:

- Report to WakeMK reception prior to using any of the facilities;
- Wear approved safety devices at all times whilst on or about to go onto the water;
- Observe all directions, instructions and request of WakeMK staff;
- Report any contravention of this Code of Conduct to a member of staff;
- In the interests of safety report any equipment failure or defects to a member of WakeMK staff immediately.

Terms & Conditions of Booking and General Use

- To secure places and instructors full payment is required at time of booking.
- Credit and debit card bookings may be made by telephone for all courses. Cheques should be made payable to RNB Leisure Limited.
- Receipts should be kept safely as your proof of booking.
- Cancellation by Customer - We pre-book our instructors and pro riders to provide your course for you. We need at least 48hrs notice of any cancellations and we regret missed courses cannot be refunded. In the case of cancellations a credit note will be offered for redemption within 14 days for the original booking date.
- Cancellation by WakeMK – WakeMK reserves the right to cancel, suspend, or reschedule any course or tuition. In the event of cancellation the customer will be given the option to rebook on an alternative course or receive a credit note. Courses are not transferable.
- Swimming Ability - All participants must be able to swim at least 50m unaided and without any flotation device prior to booking - it is the customer's (or parent's, or guardian's) responsibility to ensure this standard. If in any doubt you should notify WakeMK immediately.
- Physical Fitness – All participants should be confident in and around water, and any medical condition or physical disability must be listed at the time of booking and immediately prior to participation. An existing medical condition will not necessarily prevent the customer from participating in the activity, but WakeMK may recommend additional conditions for safety or convenience. WakeMK can accept no responsibility for accidents or losses arising either directly or indirectly as a result of any medical condition or physical disability.
- Personal Insurance – WakeMK carries public liability insurance but does not provide personal insurance cover (e.g. loss, damage, injury, accident) of any kind for participants. If personal insurance cover is desired it is the responsibility of the participant (or parent, or guardian) to ensure adequate cover.

Safety & Supervision

- All lake users must wear a buoyancy aid or impact vest at all times on the lake.
- All lake users must satisfy themselves that their equipment, skill and experience are adequate to meet the prevailing conditions.
- All lake users on the water throughout the winter months must wear a dry-suit or wetsuit.
- All children under 16 years must have responsible on-site supervision at all times. Those undertaking club organised activities may be supervised by an appropriate coach, leader or instructor supplied by WakeMK.
- All 'fallers' on the cable must make their way as quickly as it is safe to do so toward the nearest bank or exit point (e.g. pontoon) outside of the course, whilst remaining aware of other approaching users.
- All cable riders following a fallen skier must return to normal riding (i.e. no slalom or tricks) and move toward the inside of the course, at all times giving way to the fallen rider. It is the riders' responsibility to avoid those in the water.
- WakeMK recommends that any skier using their own equipment on the cable be insured with an approved company against damage and theft and against third party liability of minimum £1,000,000.

Limitation of Liability

- All users of WakeMK facilities and their guests and visitors use the club premises, hire kit, pontoons and other facilities provided by WakeMK
- Entirely at their own risk.
- RNB Leisure Limited nor its directors, staff or officers will not be responsible for any damage to or loss of property belonging to members, their guests or visitors, nor will RNB Leisure Limited accept any liability for personal injury sustained by users, their guests or visitors arising from the
- Use of RNB Leisure Limited premises or facilities.
- Except in the case of boats authorised in writing by WakeMK or Whitecap Leisure, no mechanically powered craft are to be used on Willen Lake.
- Strictly no bathing is permitted at Willen Lake. No craft, inflatable toys or any other objects are to be put in or on the water at any time, without the express written
- Permission of Wake MK or Whitecap Leisure.
- The use of the pontoons and walkways to the cable start area are solely for the passage of registered and signed-in cable users and are not to be used for
- Viewing or sunbathing at any time without given permission by a member of WakeMK.

Annual Membership Scheme and Payment Plans

- All members' rights and benefits are exclusively for the benefit of the individual member and are not transferable.
- All members are to follow all instructions given by any member of WakeMK staff when requested.
- All members must sign-in on the sign-in sheet in reception and hand their membership card in to reception before using the cable. Failure to hand in your membership card will result in usage being refused. WakeMK reserves the right to refuse entry to any member where payments are not up to date.

Discipline

- By implication, every member on joining the club undertakes to adhere to the provisions of any rules, regulations, terms, conditions, and codes of conduct indicated by any member of WakeMK staff. Such rules, regulations, terms, conditions, and codes of conduct may be modified at any time in the interests of safety, convenience and user comfort, or for any other reason.
- No member or other user shall be entitled to exercise any rights or privileges conferred by their membership to WakeMK until their membership fees, any other fees for the current year, together with any arrears, have been fully paid.
- Any conduct deemed unworthy of a member or otherwise injurious to the interest of RNB Leisure Ltd shall render the offending member liable to expulsion.

Membership and Subscriptions

- Any pass holder who has not paid the subscriptions by the prescribed time in any year shall be requested by WakeMK to pay the same within 21 days. Failure to do so will result in the member's name being removed from the membership register and their membership becoming invalid. A member's status may subsequently be restored at the sole discretion of WakeMK after all arrears have been paid in full.
- Any member or past member not rejoining during the month of expiry of their current membership will be subject to this fee upon re-joining.
- Any arrangements to pay monthly for example and payment plan offered by WakeMK, is offered solely at the discretion of WakeMK and does not imply a monthly membership or any reduction of the seasonal annual membership term. In the event of an annual membership cancellation within the 12 month payment plan or in the event of a removal by the member of the payment facility (e.g. direct debit instruction) WakeMK will be entitled to collect the remaining annual membership fee from the member. A pre-authorised alternative payment method, for example credit or debit card, may be used. Session Cards are available for people not wishing to, or unable to, commit to a full 12 month membership.
- WakeMK reserve the right to alter direct debit charges in accordance with any price increases – all members will be notified at least 1 month prior to any such change.
- Guests can be introduced at any time by members and they will be treated as pay and play users of the cable facility. No membership rights, specific or implied, will be conferred on members' guests.
- The cable will be open to members at times that the management shall specify. The facility may be closed from time to time for essential maintenance, training and other events, plus any other reason outside of WakeMK's control. The management reserves the right to vary the opening and closing times at any time upon reasonable notice.
- The cable opening times vary throughout the year and from year to year. WakeMK reserves the right to vary opening times as appropriate for the season of the year. Past opening times do not imply future opening times. The season runs from 1st April to 31st October.

Retail Sales and Vouchers

- Products purchased in WakeMK pro shop can be refunded if returned within 7 days of purchase or credited for a further 28 days, if returned in a resalable condition
- All technical products are subject to individual manufacturers warranty procedures. This does not affect you statutory rights.
- All vouchers are non-refundable and are valid for 1 year from purchase. WakeMK reserve the right to extend or cancel each voucher without prior notice.
- Sale and discounted items are non-returnable.
- Vouchers for tuition packages are redeemable against those lessons only, lessons are typically run throughout the season from 1st March to 30th November. WakeMK reserves the right to reschedule or cancel lessons at any time without prior notice.

User's Declaration and Agreement

I have read in full, understand, and agree to abide by all the terms and conditions of use issued by WakeMK and listed above.

User's Signature Print Name.....

Date(by Parent or Guardian if under 16)