Terms of service and safety, Vesiurheilukeskus Laguuni

# 1. Getting started with the services and reservations

Reservations for the services of Vesiurheilukeskus Laguuni Oy (hereinafter "Laguuni") can be made on the internet at <u>www.laguuniin.fi</u> or alternatively on site or by telephone, in which case a service fee of 1€ will be charged during the peak period from the beginning of June to the end of August. Group bookings are made through a seperate group sales customer service or directly from the website. Customer data is only used in Laguuni's operations.

The person making the booking or the company he or she represents (hereinafter referred to as the "customer") is responsible for the booking made and the customer is bound by these terms of service and security. The customer's reservation is always binding, and obligates full payment for the reserved service or product. See section 6 for exceptional circumstances.

The customer must always arrive on time, no later than 20 minutes before the start of the booking or in the accordance with other instructions

# 2. Insurance

Laguuni's services do not include insurance. The customer must take care of the necessary accident insurance, which also covers water sports. Laguuni recommends that the customer and each user check their insurance before participating in Laguuni's services.

## 3. Swimming skills and age limits

All activities at Laguuni require swimming skills according to the Nordic definition of swimming skills. The Nordic definition of swimming skills: a person is able to swim 200 meters continuously, of which at least 50 meters on their back.

In all activities, a user under the age of 12 must be accompanied by an adult guardian who is responsible for the child throughout the activity. A user under the age of 18 must provide the contact details of the guardians when booking.

The user must also take note of the activity-specific age limits and safety instructions specified in the product description for each activity. The user must wear safety equipment appropriate to the activity, such as life jackets.

# 4. Laguuni's duties, responsibilities and their limitations

Laguuni offers its users versatile, high-quality and well-being-promoting water sports and sports services. Laguuni ensures that the water sports facilities and equipment are in proper condition and safe for users. We check the condition of the equipment and environment on a daily basis. Laguuni is bound by all the obligations mentioned in these terms of service. Laguuni is not liable for any personal injury or property damage to the customer, users or their property caused by the use of Laguuni's services, unless the damage was caused by

Laguuni's severe negligence.

Laguuni is not liable for any personal injury or property damage resulting from improper use of equipment and facilities or violation of instructions, written rules, and / or standards issued by personnel.

## 5. Customer responsibilities

A customer agrees to these terms of service and security when making a reservation for any of Laguuni's services. The terms and conditions are available from customer service points, the Laguuni website and the online store. When using the services, the customer must register their visit through customer service. When using the services, you must act attentively towards other users and follow the instructions given by Laguuni and pay special attention to safety issues.

Laguuni's season passes are personal and access to the services included in them may not be transferred to another person. In case of misuse, the season ticket will be invalidated. The customer regains access to the services by paying for a new season card.

All series and gift cards sold are valid for one year from the date of order. Customer has the option to extend the validity period to 6 month for an additional fee of €10. The customer must contact customer service at info@laguuniin.fi before the gift card expires.

## 6. Cancellation of services by Laguuni

Laguuni's selection of activities and opening hours will be expanded and reduced as customer amounts change and weather conditions change. If weather conditions affect the safety of activities, Laguuni has the right to stop and close operations in general or for individual activities.

In the event of partial or complete closure of the water sports center due to dangerous weather conditions, power outages, extensive pipeline breakage, fire or other similar Force Majeure reasons, customers and users will not be entitled to compensation for unused or interrupted services. According to its best efforts, Laguuni always strives to provide an opportunity to reschedule activities cancelled by Laguuni due to weather conditions. In exceptional cases, wakeboard cables may need to be shut down during periods of operation (eg repair or maintenance work).

Laguuni reserves the right to postpone the timing of activities, courses and excursions based on the instructor's safety assessment. Laguuni will aim to notify customers of cancellations no later than two days before the start of the course.

Laguuni reserves the right to cancel non-group bookings (hereinafter "private bookings") due to overlapping events no later than 7 days before the start of the booking.

## 7. Services for communities and groups

Diverse experiences are tailored for companies, groups and other communities. These services are also subject to the terms and conditions set out in this section 7. Further information can be requested at info@laguuniin.fi.

The contract is created when the customer accepts Laguuni's offer or otherwise orders the event. Invoicing is based on the offer accepted by the customer. The prepayment for group bookings is at least 20% of the total amount and is paid via a separate payment link in accordance with Laguuni's instructions. The final payment will be made before the start of the event with a separate payment link, unless otherwise agreed.

An alternative payment method for business groups in an invoice that is due on the day of the event. The billing surcharge is  $10 \notin /$  invoice. Billing information must be provided to Laguuni upon the confirmation of the booking.

The event can be cancelled by the customer free of charge no later than 30 days before the start of the event. If the cancellation occurs later than 30 days, but no later than 14 days before the event, we will try to find a new time for the event. If no new time is found, the cancellation fee is an advance payment for the event. If cancelled later than 14 days but no later than 72 hours before the start of the event, 50% of the event price will be charged as a cancellation fee. If the event is cancelled later than 72 hours before the event, the full contract price will be charged for the event. No refunds will be made for unused services.

Laguuni reserves the right to cancel the event due to Force Majeure reasons if the event cannot be carried out safely. In the event of partial or complete closure of the water sports center due to dangerous weather conditions, power outages, extensive pipe breakage, fire or other similar Force Majeure reasons, the group is not eligible for compensation for services. Laguuni seeks to provide an opportunity to reschedule the events it has cancelled.

The customer must announce the final number of participants in the guided activities no later than 14 days before the event. The services have no right of return.

The service and safety conditions of Laguuni are valid until further notice.

## 8. Laguuni's safety conditions

To ensure the safety of the activities at Laguuni, we require that you go through the following terms and conditions carefully.

• The customer is responsible for reading and complying with Laguuni's terms of service and safety. The Laguuni staff will provide additional information upon request. • The customer and user are aware of the risks of the water park, wakeboarding, water trampoline, SUP-boarding, kayaking, flyboarding and e-surfing, as well as other activities that may result in serious injury. The customer and user understand and are aware that weather conditions such as waves, sea and wind may change unexpectedly and unforseenly.

• The user must be able to swim. The participant in the activity must be able to swim at least 200 meters continuously, of which 50 meters on their back, ie meets the definition

of Nordic swimming skills. The user is aware of their own level of fitness and skill, and does not try to do tricks / activities that are too challenging for themselves.

- The customer declares that the user is in good physical condition and is not aware of any health related constraint that may affect participation or safety during a rental or course. The client must inform the instructor, for example, for the following operating restrictions: athma, previous injuries, diabetes, severe allergies, contact lenses / hearing aids.
- The user is not under the influence of alcohol or drugs and does not enjoy them during the rental or course.
- The customer participates in the course or rents the equipment of their own free will. The customer is responsible for ensuring that the equipment is in the same condition as when it was given to them.
- The customer and user confirm that they have read the service and safety conditions of Vesiurheilukeskus Laguuni Oy and undertake to comply with them and the instructions given separately by the staff.

• The customer understands that it is recommended to warm up before the activity • If the customer or user has any questions after receiving the instructions, it is their responsibility to ask the instructor for more information.

Welcome to Laguuni!