

# TERMS AND CONDITIONS FOR ACTIVITY CONTRACTS WITH AVENTURA GIRONA



1. It is prohibited to dispose of any kinds of objects during the outing, and the client agrees to follow the guides' instructions and to respect and protect the environment.

2. The Company agrees to provide the following, to carry out the activity: Full Equipment and the Company reserves the right to refuse the use of any material not provided by **AADVENTURE GIRONA**.

3. The client expressly declares, indicating the same by signing this contract, to be fully informed of the minimum requirements for carrying out the activity and to have been fully informed of the conduct to be followed in case of danger, aware that he/she is contracting an activity with risks and, with it, incidents which may occur during the same. All these are listed in the Annex to this contract.

Outdoor activities in nature involve the acceptance of a potential risk which **ADVENTURE GIRONA** works to prevent, but we cannot eliminate.

4. The Company, **ADVENTURE GIRONA**, offers clients a Canyoning Guide, and commits the client to following its instructions, with the capacity to cease the activity for those not complying with this provision.

5. The company **ADVENTURE GIRONA** has the following policy:

1-Liability with Lloyd's Insurance Company S.A. Policy No. LLO2021000436

2- Health cover with the company PREVISIÓN BALEAR, M.P.S....., Policy No. 4020006198. Full details of coverage and terms of insurance are available to clients in our offices. The company also has complaint forms available to clients.

6. The cancellation of the activity by the customer less than 24 hours in advance will forfeit the 100% of the amount of the deposit. The failure to participate in the activity by the client, at the time of its commencement, does not exonerate them from the duty to pay the total amount.

7. The decision to cancel due to weather or force majeure is the sole responsibility of the provider of the activity. In case of cancellation due to weather reasons or force majeure, a new date will be arranged, leaving open the booking date or refunding the booking deposit.

8. The company is not responsible of the loss, damage and subtraction of the customers' personal belongings so that any claim regarding these will be not assisted.

9. This contract does not include transportation to or from the location of the contracted activity.

10. **ADVENTURE GIRONA** will not assist any complaints about the number and characteristics of the pictures taken during the activities,

neither on force majeure where they can not be recovered. Our guides are not professional photographers, and take the pictures the better they can. Their primary objective is the guidance and safety of participants and not the photographic activity, courtesy of the company included in the price.

## SPECIFIC CLAUSES

The Customer declares under sole responsibility that they:

- Are able to swim and are voluntarily attending the contracted activity.
- Do not have any cardiovascular disease or are pregnant, do not suffer from any other injury that prevents them from performing the activity without risk to their health and that they have consulted a doctor for any perceived risks.
- Do not have asthma, epilepsy, diabetes, schizophrenia or similar disorders.
- They personally assume the risk of injury, if they wear dentures or implants (including silicone), that the activity to be carried out may cause.
- Are over 18 years old and / or have permission from their legal representative to do the activity.
- Have had the activity and the risks explained to them and the appropriate behaviour expected of them.
- Agree to follow the instructions of the guide that is directing the activity.
- Take responsibility for such acts that are inconsistent with the explanations and orders received from the guide.
- Are not under the influence of alcohol, drugs and/or other medication that might compromise their stability, reflexes or otherwise affect their ability.
- Know of the existence of the accident and medical assistance insurance.
- Have been provided with all the technical and/or safety material required for the activity.
- Allow the photographs of the activity to be used by **ADVENTURE GIRONA** for promotional purposes.

All data provided on the form or email, will be treated in strict confidence in accordance with Law 15/1999 of 13 December on Data Protection. **ADVENTURE GIRONA** reaffirms its commitment to responsible use and ensuring confidentiality of data use in accordance with legal requirements and data will only be used by **ADVENTURE GIRONA** to perform basic administrative tasks and for communication.

We inform you that your email is used only for sending information about our courses and activities and is never sold or communicated to any entity or organization, ensuring, in accordance with current legislation, absolute privacy thereof. You can exercise your rights of access, rectification, cancellation and opposition at any time. If you wish to unsubscribe you may do so by responding to this mail, stating "unsubscribe"

I have read and understood the above and I accept and agree to all that I have been notified of.