



## Terms and Conditions

1. I certify that I am physically fit and have no pre-existing medical conditions that would affect me swimming in open water with HOWL Multisport Ltd from now on known as HOWL.
2. I will follow all rules and orders from the HOWL coaches, as well as those of the lifeguards and lake Staff where the course or event is being undertaken. As such, I commit to only entering and exiting the water at designated points and at the times stipulated by the organisers.
3. I understand the dangers associated with swimming, in particular in open water, including the potential for illness, serious injury, death and loss of property, and thereby agree to assume responsibility for all associated risks
4. I agree to release, discharge, indemnify and hold harmless HOWL and its coaches from any liability arising from any illness, injury, death or loss of property as detailed in item 3.
5. I hereby waive any and all rights of action against HOWL Multisports and its coaches for all illness or injuries arising out of my participation in any event, open water swimming or coaching session held by HOWL
6. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
7. **Subscriptions are not transferrable** and are valid for the named user. Subscription sessions do not roll over and expire at the end of the subscription period.
8. **Session credits** – in the event of HOWL issuing a session credit (see below), these must be used within 1 month of issue and are only valid for an equivalent session.
9. **Payment** – Active subscriptions must be in place before any swim is permitted. You are entitled to the attend number of swim sessions that are your subscription defines. Additional sessions used with the subscription period will be billed at the equivalent swim rate.
10. **Cancellation by Customer –Lake Sessions:** I understand subscriptions are non-refundable once payments are collected as you are reserving space in the lake. You will receive a reminder email with details on how to cancel your subscription and the minimum notice period required for cancellation – this period is normally 7 days to avoid the payment being taken. HOWL may consider individual cases at their discretion.
11. **Cancellation by HOWL** – short term. I understand that HOWL may need to cancel or reschedule sessions or courses owing to external factors. This includes, but is not limited to; external commitments out of our control, weather, lake operators instructions. Where sessions need to be

cancelled by HOWL, session credits will be issued, at HOWL discretion, where it is not possible for you to use your remaining credits.

12. **Cancellation by HOWL** - long term. In the event that HOWL is no longer able to provide sessions for a prolonged period (such as lake closures) – all subscriptions will be suspended and no further payments will be taken. We will try and give as much notice as possible of any cancelled sessions. HOWL will not be accountable for any loss or personal expenses as part of a cancellation.
13. **Equipment** – I understand that it is my responsibility as a swimmer to provide necessary equipment to take part in a HOWL Session. Items required include a **swimming wetsuit, bright coloured swimming cap and Goggles**, neoprene swim gloves and Swim booties are optional but highly recommended in early or late season. I understand that if the duty lifeguard deems that I do not have suitable equipment at the session lake entry may be refused and no refund can be offered in these circumstances.
14. **Wetsuit use** – Wetsuits must be used in most sessions held by HOWL. However we understand some of our athletes like to train without a wetsuit and this can be accommodated at the discretion of HOWL head coach and coaching staff. Should an athlete take part in a session without a wetsuit this is at their own risk and by completing a subscription and non wetsuit procedure and waiver you have agreed to this. .
15. **Lake / Pool Operators** – I understand that HOWL may use various venues for its swim sessions and events. These venues have their own rules and regulations and I agree to be bound by these. I also understand that if I am refused entry to the lake or pool facility this is not the responsibility of HOWL and in most cases a session credit will not be issued. Please treat the lake / Pool facility and the staff with respect and follow direction from the staff as required.
16. **Risk Assessments, Health and safety** – HOWL carry out a site risk assessment every month at our lake coaching sites and amend any details where applicable. The safety of you (our swimmers and athletes) is paramount to us.