

LAKE USER REGULATIONS

These regulations concern the relationship between Horseshoe Lake Activity Centre clients and the management company Freetime Leisure (Watersports) Ltd. operating the centre on behalf of Bracknell Forest Council.

All Lake Users must comply with the following:

- Launching is not permitted from anywhere other than the official launching area as directed by centre staff.
- Abuse of centre staff, other clients and lake users, and the general public will not be tolerated, offenders will be asked to leave site and legal action maybe taken.
- Unauthorised interference with any safety equipment provided by the centre for the benefit of lake users is prohibited. Legal action will be taken against anyone found causing wilful damage to lifebelts/life-saving equipment and/or equipment owned by the centre.
- Access to the lake or centre premises outside of the official centre opening hours is prohibited.
- Fishing of any kind is not permitted on the lake.
- Interference with, or harassment of wildlife on the lake and its surroundings may be a criminal offence under the Wildlife and Countryside Act 1981.
- Dinghies with stepped masts are only to be transported within the launching area and the boat park. Stepped masts are not permitted in the carpark due to the proximity of overhead power cables.
- Smoking is only permitted in designated smoking areas.
- Observe lake evacuation signals as directed by centre staff.
- Observe and comply with any reasonable instruction from centre staff.
- Clients and guests use the lake, facilities, storage areas and car park entirely at their own risk, the centre accepts no responsibility for loss or damages whatsoever or howsoever caused.

- No consumption of alcohol is permitted before or during the use of equipment

BOOKING TERMS AND CONDITIONS

HORSESHOE LAKE ACTIVITY CENTRE – COURSE, GROUP AND PRIVATE TUITION BOOKING CONDITIONS

- By agreeing to the terms and conditions during the booking process you are agreeing to everything included in this document.
- Client requested cancellation of the booking, within one week of the scheduled activity, will incur an administration fee of 10% of the booking total cost.
- Client requested cancellations or refunds will not be processed by the centre within 24 hours prior of the scheduled activity start date.
- No contract exists between the centre (Horseshoe Lake Activity Centre/Freetime Leisure (Watersports) Ltd.) and the client until the centre has received the appropriate full payment for the booking. No variation of these conditions shall form part of any contract between the centre and the client unless it is confirmed in writing by the centre and the client.
- Bookings must be made by and adult over 18 years of age, all other bookings will be void and no refund offered.
- All persons taking part in an activity at the centre must be in good health and confident in deep water.
- Buoyancy aids must always be worn whilst in/on the water or on the pontoon (Open Water Swimming not included). Shoes suitable for wet use are recommended for water-based activities. Wetsuits are highly recommended to be worn when the air temperature is less than 12°C.
- If weather conditions or any other non-controllable circumstance make the safe running of any activity difficult

on the scheduled date, clients will be re-booked onto a mutually convenient date. Postponement or rebooking is at the discretion of the centre only.

- All activities are subject to change according to weather, programming requirements and a satisfactory number of participants.
- If after acceptance of the booking the centre agrees with the client to alter any aspect of the booking, the centre shall make best endeavours to affect such alteration. If, for any reason the centre is unable to do so, the client shall be bound by the original booking.
- The centre reserves the right to exclude or refuse any individual/group at any time prior to or during the activity if, in the centre's opinion, that individual/ group's condition or behaviour is not compatible with the general enjoyment and well-being of other client's or the satisfactory administration of the activity. In this instance the centre will give no refund of the cost of the activity.
- No compensation will be paid or refund given if cancellation or change by the centre is brought about by war, strikes, disaster, terrorist activities, fire, flood, industrial action, quarantine, weather or any other event outside the control of the Company.
- The centre shall not be liable for any loss or damage to any property of any individual undertaking an activity or any loss, delay, inconvenience, fatal or other injuries or illness suffered by that individual unless caused by proven negligence of the centre or its employees.
- All participants must also comply with Lake User Conditions and any reasonable verbal instructions given by centre staff.
- On occasion, photographs are taken of people participating in the centre's activities for promotional purposes. If you do not wish photographs of you, your child or anyone in your party to be used, please email info@horseshoelake.co.uk or inform a member of staff on arrival.

HORSESHOE LAKE ACTIVITY CENTRE – OPEN WATER SWIMMING, CRAFT HIRE AND DAY LAUNCH BOOKING CONDITIONS

- By agreeing to the terms and conditions during the booking process you are agreeing to everything included in this document.
- Client requested cancellations or refunds will not be processed by the centre within 24 hours prior of the scheduled activity start date.
- Clients can change their booking dates and times through the “My Account” section of the website at any time prior to the activity start time.
- No contract exists between the centre (Horseshoe Lake Activity Centre/Freetime Leisure (Watersports) Ltd.) and the client until the centre has received the appropriate full payment for the booking. No variation of these conditions shall form part of any contract between the centre and the client unless it is confirmed in writing by the centre and the client.
- Bookings must be made by and adult over 18 years of age, all other bookings will be void and no refund offered.
- All persons taking part in an activity at the centre must be in good health and confident in deep water.
- Buoyancy aids must always be worn whilst in/on the water or on the pontoon (Open Water Swimming not included). Shoes suitable for wet use are recommended for water-based activities. Wetsuits are highly recommended to be worn when the air temperature is less than 12°C.
- If weather conditions or any other non-controllable circumstance make the safe running of any activity difficult on the scheduled date, clients will be re-booked onto a mutually convenient date. Postponement or rebooking is at the discretion of the centre only.
- All activities are subject to change according to weather, programming requirements and a satisfactory number of participants.

- If after acceptance of the booking the centre agrees with the client to alter any aspect of the booking, the centre shall make best endeavours to affect such alteration. If, for any reason the centre is unable to do so, the client shall be bound by the original booking.
- The centre reserves the right to exclude or refuse any individual/group at any time prior to or during the activity if, in the centre's opinion, that individual/group's condition or behaviour is not compatible with the general enjoyment and well-being of other client's or the satisfactory administration of the activity. In this instance the centre will give no refund of the cost of the activity.
- No compensation will be paid or refund given if cancellation or change by the centre is brought about by war, strikes, disaster, terrorist activities, fire, flood, industrial action, quarantine, weather or any other event outside the control of the Company.
- The centre shall not be liable for any loss or damage to any property of any individual undertaking an activity or any loss, delay, inconvenience, fatal or other injuries or illness suffered by that individual unless caused by proven negligence of the centre or its employees.
- All participants must also comply with Lake User Conditions and any reasonable verbal instructions given by centre staff.
- On occasion, photographs are taken of people participating in the centre's activities for promotional purposes. If you do not wish photographs of you, your child or anyone in your party to be used, please email info@horseshoelake.co.uk or inform a member of staff on arrival.

ACTIVITY SESSION

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF CRAFT HIRE

The activities offered at Horseshoe Lake Activity Centre involve the danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions. By agreeing to the terms and conditions during the booking process you are agreeing to everything included in this document.

- CRAFT HIRE is offered as a pre-bookable session only and can be booked in advance through the website (www.horseshoelake.co.uk)
- All bookings are subject to our booking conditions which can be found on our website as HORSESHOE LAKE ACTIVITY CENTRE – OPEN WATER SWIMMING, CRAFT HIRE AND DAY LAUNCH BOOKING CONDITIONS, we recommend that customers read this before booking.
- All bookings are offered per person not per craft with the exception of Double Kayaks.
- Children under 8 do not need a separate booking and must go on the same craft as a guardian over 18. Maximun of 3 children to one adult.
- Buoyancy Aids MUST be worn, we recommend that close-toed shoes be worn.
- Centre wetsuits will not be offered for use.
- CRAFT HIRE of equipment does not include instruction of its use.
- Hire of equipment is at set times throughout the day in 45-minute slots at £15 to be booked online. No payment can be made at the centre.
- There is no official safety cover for CRAFT HIRE craft.
- I agree that it is my own responsibility to have the skills, knowledge and competence to use this hire equipment.
- I agree to return all equipment at the stated time in the condition of which I received it. Any items not returned or damaged when returned will incur a charge equal to the cost of replacement or repair.

- I agree to comply with the requests of Horseshoe Lake Instructors and Staff.
- I agree to stay with the craft for the duration of the hire period, and will not remove it from the designated area of use.
- If/When accompanying children or vulnerable persons afloat, I agree that I am responsible for their well-being and will remain in close proximity for the duration of the hire period.
- By agreeing to terms and conditions whilst booking you agree with the storage and handling of your data by this company as laid out in our Privacy Policy available on our website (www.horseshoelake.co.uk) or in the office.

TERMS AND CONDITIONS OF FAMILY TICKET

The activities offered at Horseshoe Lake Activity Centre involve the danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions. By agreeing to the terms and conditions during the booking process you are agreeing to everything included in this document.

- Family Ticket CRAFT HIRE is offered as a pre-bookable session only and can be booked in advance through the website (www.horseshoelake.co.uk).
- All bookings are subject to our booking conditions which can be found on our website as HORSESHOE LAKE ACTIVITY CENTRE – OPEN WATER SWIMMING, CRAFT HIRE AND DAY LAUNCH BOOKING CONDITIONS, we recommend that customers read this before booking.
- All bookings are offered as a set ticket not per person or per craft.
- Children under 8 must go on the same craft as a guardian over 18.
- Buoyancy Aids MUST be worn, we recommend that close-toed shoes be worn.
- Centre wetsuits will not be offered for use.

- Family Ticket CRAFT HIRE of equipment does not include instruction of its use.
- Family Ticket CRAFT HIRE of equipment is at set times throughout the day in 2 hour slots at £75 to be booked online.
- The Family Ticket includes only what is described on the product description before booking.
- There is no official safety cover for Family Ticket CRAFT HIRE craft.
- I agree that it is my own responsibility to have the skills, knowledge and competence to use this hire equipment.
- I agree to return all equipment at the stated time in the condition of which I received it. Any items not returned or damaged when returned will incur a charge equal to the cost of replacement or repair.
- I agree to comply with the requests of Horseshoe Lake Instructors and Staff.
- I agree to stay with the craft for the duration of the hire period, and will not remove it from the designated area of use.
- If/When accompanying children or vulnerable persons afloat, I agree that I am responsible for their well-being and will remain in close proximity for the duration of the hire period.
- By agreeing to terms and conditions whilst booking you agree with the storage and handling of your data by this company as laid out in our Privacy Policy available on our website (www.horseshoelake.co.uk) or in the office.

TERMS AND CONDITIONS OF INSTRUCTOR LEAD SESSIONS (Private Tuition, Courses, Group Bookings)

The activities offered at Horseshoe Lake Activity Centre involve the danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions. By agreeing to the terms and conditions during the booking process you are agreeing to everything included in this document.

- Instructor Lead Sessions are offered as varied pre-bookable sessions only and can be booked in advance through the website (www.horseshoelake.co.uk) by contacting the centre directly.
- All bookings are subject to our booking conditions which can be found on our website as HORSESHOE LAKE ACTIVITY CENTRE – COURSE, GROUP AND PRIVATE TUITION BOOKING CONDITIONS we recommend that customers read this before booking.
- All bookings are offered as described in each product description.
- Children under 8 are not permitted on any instructor lead session unless accompanied by an adult over 18 on the same craft who would be responsible for the child under 8.
- Buoyancy Aids MUST be worn, close-toed shoes that can get wet must be worn.
- Centre wetsuits will be offered for use dependant on the availability of sizes and deemed to be cleaned/disinfected to a satisfactory level.
- Changing rooms, showers and toilets are available for limited capacity use and cleaned regularly. It is still recommended to change outside.
- Instructor Lead Sessions are available on the website and each session layout is presented in the product description.
- I agree to return all equipment at the stated time in the condition of which I received it. Any items not returned or damaged when returned will incur a charge equal to the cost of replacement or repair.
- I agree to comply with the requests of Horseshoe Lake Instructors and Staff.
- If/When accompanying children under 8 or vulnerable persons afloat, I agree that I am responsible for their well-being for the duration of the session.
- By agreeing to terms and conditions whilst booking you agree with the storage and handling of your data by this company as laid out in our Privacy Policy available on our

website (www.horseshoelake.co.uk) or in the office.

TERMS AND CONDITIONS OF DAY LAUNCH

The activities offered at Horseshoe Lake Activity Centre involve the danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions. By agreeing to the terms and conditions during the booking process you are agreeing to everything included in this document.

- DAY LAUNCH is offered as a pre-bookable session only and can be booked in advance through the website (www.horseshoelake.co.uk)
- All bookings are subject to our booking conditions which can be found on our website as HORSESHOE LAKE ACTIVITY CENTRE – OPEN WATER SWIMMING, CRAFT HIRE AND DAY LAUNCH BOOKING CONDITIONS, we recommend that customers read this before booking.
- All bookings are offered per person not per craft.
- Children under 8 do not need a separate booking and must go on the same craft as a guardian over 18.
- Buoyancy Aids MUST be worn, we recommend that close-toed shoes be worn.
- Centre wetsuits will not be offered for use.
- Craft booked onto DAY LAUNCH excludes motorised craft, inflatable dinghies, or pool toys/ floats.
- HLAC staff reserve the right to refuse the access of any craft.
- DAY LAUNCH does not include instruction or hire of additional equipment.
- DAY LAUNCH is at set times throughout the day £10 per craft for 1 participant. Any additional participants for the same craft will be required to hire additional buoyancy aids if they do not have their own.
- There is no official safety cover for DAY LAUNCH.
- I agree that it is my own responsibility to have the skills, knowledge and competence to use the equipment

launched.

- I agree to return all borrowed equipment at the stated time in the condition of which I received it. Any items not returned or damaged when returned will incur a charge equal to the cost of replacement or repair.
- I agree to comply with the requests of Horseshoe Lake Instructors and Staff.
- I agree to stay with the craft for the duration of the session period, and remove it from the launch area when not in use.
- If/When accompanying children or vulnerable persons afloat, I agree that I am responsible for their well-being and will remain in close proximity for the duration of the hire period. This also applies on the Activity Centre site and facilities.
- By agreeing to terms and conditions whilst booking you agree with the storage and handling of your data by this company as laid out in our Privacy Policy available on our website (www.horseshoelake.co.uk) or in the office.

TERMS AND CONDITIONS OF OPEN WATER SWIMMING

The activities offered at Horseshoe Lake Activity Centre involve the danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions. By agreeing to the terms and conditions during the booking process you are agreeing to everything included in this document.

- Open Water Swimming is offered as a pre-bookable session and can be booked in advance through the website (www.horseshoelake.co.uk)
- All bookings are subject to our booking conditions which can be found on our website as **HORSESHOE LAKE ACTIVITY CENTRE – OPEN WATER SWIMMING, CRAFT HIRE AND DAY LAUNCH BOOKING CONDITIONS**, we recommend that customers read this before booking.
- All bookings are offered per person.

- Children under 8 are not permitted to participate.
- Children 8 – 16 will need to be accompanied by an adult at a ratio of 1:1 and will swim together for the whole session unless previously assessed by our open water swimming coach/manager.
- Wetsuits and tow floats will be offered for hire if the correct size is available and deemed to be cleaned/disinfected to a satisfactory level, wetsuits are hired at £10 per session.
- Changing rooms, showers and toilets are available for limited capacity use and cleaned regularly. It is still recommended to change outside.
- Open Water Swimming sessions do not include instruction.
- Open Water Swimming sessions are at set times to be booked online.
- There is safety cover for Open Water Swimming provided by the centre staff with appropriate training.
- I agree that it is my own responsibility to have the skills, knowledge and competence to swim open water.
- I agree to return all equipment at the stated time in the condition of which I received it. Any items not returned or damaged when returned will incur a charge equal to the cost of replacement or repair.
- I agree to comply with the requests of Horseshoe Lake Instructors and Staff.
- If/When accompanying children or vulnerable persons in the water, I agree that I am responsible for their well-being and will remain in close proximity for the duration of the swim session.
- By agreeing to terms and conditions whilst booking you agree with the storage and handling of your data by this company as laid out in our Privacy Policy available on our website (www.horseshoelake.co.uk) or in the office.

Before you can swim at Horseshoe Lake you must read and agree to abide by these rules.

- I will not enter the water until I have signed in & all safety

staff are in place on the water & reception staff say it's safe to do so

- I shall enter and exit the water from the beach & stay within the designated swim routes unless otherwise instructed by HLAC staff
- Wetsuits are optional below 24 degrees although we operate a wetsuit ban from 24 degrees plus. Please advise our staff on the day of your session if you wish to swim without a wetsuit.
- I will wear a bright coloured swim hat (not black, silver or dark colours) & goggles. I am aware that neoprene gloves, hats & socks are permitted if I choose to wear them
- I will sign in and out of the water with reception staff at every session
- I will exit the water when instructed to do so by HLAC staff
- I agree to supply emergency contact details & any relevant medical issues upon booking & understand this information is kept for my safety
- I will swim within my ability and respond immediately to any directions given by HLAC staff/safety cover including any instruction to exit the water
- In the event I get into any difficulty I will ROLL ON MY BACK & SIGNAL TO SAFETY COVER WITH AN ARM IN THE AIR.
- I will not deliberately obstruct or interfere with any other swimmers or their property
- I will not dive or jump into the water from the jetty, platform or boat
- I will not swim if I am feeling unwell or under the influence of alcohol or drugs and if I become unwell during a session I will inform the HLAC staff immediately
- I agree to take the full responsibility of my personal belongings whilst at HLAC
- I will provide the correct contact details upon booking and agree to notify HLAC immediately if any changes or updates are required
- I agree to listen to all HLAC staff about safety instructions

and will seek coaching advice if I have not swum in open water before

- Children aged 8-16 are permitted to swim with an adult and a Chill Swim float, which will be provided max 1 child per adult. You must stay with the child at all times regardless of their ability and they may only use the 400m Loop. Any queries will need to be discussed with an HLAC coach before entering the water
- All children on the HLAC site must be supervised at all times by a parent or guardian.
- Club swimmers under the age of 16 may swim without an adult if assessed prior to their swim session.
- All swimmers under 16, regardless of ability must wear a swim secure float. Available to purchase in our shop.

Non-Wetsuit Waiver

HLAC strongly recommend the use of wetsuits by all swimmers.

Wetsuits provide additional buoyancy and protection against cold water temperatures.

Non-use of wetsuits will be agreed on a case by case basis, provided you are able to satisfy HLAC staff that you are safe and competent to swim without a wetsuit, based on an acceptable level of experience swimming in cold, open water conditions previously.

As a Non-Wetsuit swimmer you must understand the risks associated with swimming in open water and choosing to swim at HLAC without a wetsuit may mean that some of these risks are increased. Particularly with regards to reduced protection from cold water conditions and the potential onset of hypothermia. You hereby waive any and all rights of action against HLAC for any injuries and other actionable events, arising from your decision to swim in HLAC without a wetsuit.

Horseshoe Lake Open Water Swimming Disclaimer

You must understand the dangers associated with swimming in

open water, including the potential for serious personal injury, death and loss of property and thereby agree to assume all associated risks.

You hereby waiver any and all rights of action against HLAC for injuries or other actionable events, arising out of your use of facilities at Horseshoe Lake Activity Centre.

You agree to release, discharge, indemnify & hold harmless HLAC from any liability arising there from, to defend any action of proceeding against HLAC as a result thereof, and to indemnify HLAC against any liability or expense incurred by it as a result thereof.

FAILURE TO COMPLY WITH ALL TERMS AND CONDITIONS ONCE AGREED; MAY LEAD TO YOU AND YOUR PARTY BEING ASKED TO LEAVE THE PREMISES WITH NO REFUND.