

TERMS & CONDITIONS

1. GENERAL ISSUES

- a. These Booking Terms and Conditions apply to the booking of Onboard Skatepark Sheffield Ltd (the 'Activities') and any ancillary products.
- b. These Booking Terms and Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your group are aware of and accept these Booking Terms and Conditions.
- c. No variation to these Booking Terms and Conditions shall be binding unless agreed in writing by Onboard skatepark sheffield ltd.

2. SAFETY

- a. The Activities comprise a selection of challenging sporting activities and participation is not without risk as a fall could be fatal.
- b. Onboard skatepark reserves the right to refuse admittance to the Activities or to remove a participant from the Activities should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice and the safety system or who is deemed to be under the influence of alcohol or drugs.
- c. Participants will not be directly supervised by an instructor.
- d. All participants must be reasonably fit and healthy.

If you have any concerns we advise that you visit a site at a time prior to your booking and speak to a member of the Onboard skatepark sheffield ltd staff. Anyone who does not meet these requirements will not be allowed to undertake the Activities. It is your responsibility to ensure that all members of your party meet these requirements.

All participants aged 5- 12 years must be accompanied by an adult/ parent/ guardian. Prices are on a per person basis and are not depending on age.

- f. The Activities are physically demanding and require a degree of agility, strength and stamina. Participants are advised to 'ride' within their ability – only the individual knows or understands their own limits and competencies. If you are unsure of whether you can complete a manoeuvre, you should not attempt it. If participants have medical concerns they are advised to consult their doctor in advance. Participants will be required to certify that they do not suffer from any medical condition which would make it more likely that they would be involved in any incident which could result in injury to themselves or others.
- g. Participants need to be able to see similar distances to those required to drive a car in order to be able to complete the activity and to supervise any under 18's in

their care. Consequently, short or long sighted participants must ensure that they wear contact lenses or prescribed glasses.

h. All participants are required to act responsibly and courteously at all times and to respect other participants. Onboard skatepark sheffield ltd shall be entitled to prevent any person from undertaking or completing the Activities in the event it deems the behaviour of any participant unsuitable.

i. Participants must be dressed appropriately and we reserve the right to refuse admittance to the Activities to any participant who is not appropriately dressed.

j. No refunds or compensation will be payable by Onboard skatepark sheffield ltd in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities for the reasons set out in this clause.

k. All participants age 12 and under must be accompanied in our parks by an adult for the duration of their visit. The adult does not have to take part in activities but must be present in the building.

5. CANCELLATIONS

a. You shall be entitled to cancel your booking subject to Onboard skatepark sheffield ltd, receiving your request for cancellation at least 48 hours before the booked start time. Any requests for cancellation must be made by telephoning the booking line: 0114 2587511. You shall be entitled to a refund (although your deposit will be non refundable).

b. Onboard skatepark sheffield ltd shall be entitled to cancel your booking at any time. In the event that Onboard skatepark sheffield ltd decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause but no other compensation shall be payable.

c. In the event that it proves necessary to close the Activities for reasons beyond the control of Onboard skatepark sheffield ltd and in circumstances where your session has commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole). In such circumstances Onboard skatepark sheffield ltd may, but shall not be obliged to, offer alternative dates or times at reduced rates.

8. LIABILITIES

a. Except as otherwise provided in these onboard shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities.

b. Parking facilities are available at the site, and any vehicles are left at the owners' risk and subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location.

c. Except as otherwise provided in these Booking Terms and Conditions any liability of Onboard skatepark sheffield ltd shall be limited to the refund of any charges paid to Onbaord.

d. Nothing contained in these Booking Terms and Conditions is intended to nor shall limit the liability of onboard skatepark sheffield ltd in respect of death or personal injury caused by the negligence of Onboard skatepark sheffield ltd or of its employees, agents or contractors.

9. MISCELLANEOUS

a. If any of these terms are determined to be illegal invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.

b. Nothing above shall confer on any third party any benefit or the right to enforce any of these Booking Terms and Conditions.

10. FOREWARNING – IMPORTANT INFORMATION DISCLAIMER

FUTURES LEISURE LTD T/A JUMP INC

NOTICE TO USER: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS CONDITIONS. IF YOU ARE MAKING A PURCHASE ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE MAKING THE PURCHASE AS THEIR AGENT.

YOU MUST BE 16 OR OVER TO AGREE TO THESE TERMS AND CONDITIONS

The activities provided can be great fun but they can also be dangerous.

There is a risk of serious injury if care is not taken when using the activity equipment. Use of the activity equipment is physically demanding and involves riding, physical strength and other strenuous actions involving height, speed and unpredictable surfaces. Use of the activity equipment is a high-impact, full body activity which requires intense focus, awareness of your body's strengths and limitations, awareness of the environment around you and extreme caution at all times

The activities provided are dangerous and there is an inherent risk of personal injury when undertaking these activities and participation can result in serious injury

Use the activities at your own risk

The activities require a moderate level of fitness and can be physically demanding and require physical effort. You should only attempt the

activities if you are physically able to. If you are unsure of your own levels of fitness you should seek expert medical advice prior to participating

All participants must have at minimum, basic athletic ability in order to participate

We do not provide training or tuition on use of the activities. Safety rules for the use of each activity are displayed for your review

All participants, parents and guardians must be aware that we do not provide direct supervision of participants and do not assess participant's skill levels, abilities, competency or the suitability of the activities for use by participants. You should make your own assessment whether the activities are suitable for your use and your ability to use the equipment, or those in your care, prior to use

Do not attempt to use any activity equipment that requires more advanced athletic and balance ability unless you are confident in your own abilities, competent in your own skill set, capable or have previous experience and or training

Know your limits. Participants must not attempt any activity or manoeuvre beyond their own skill level. Assess your own skill level and only attempt manoeuvres of which you are confident, competent and capable. Never attempt flips, advanced manoeuvres or other extreme moves unless you know you are competent, capable and have previous experience and the appropriate training and skillset. We are not responsible for any reckless behaviour or attempt to do any manoeuvre beyond your skill level or limits

The activities provided are not segregated for use solely by children. The activities are used by multiple age groups including adults at the same time as children and are not restricted to any one age group. Closed segregated sessions are available for younger children only. Ask a staff member for details

If you allow children in your care to participate unaccompanied on the activities please ensure you assess the suitability of the activities for those children in your care. Please also be aware that certain activities are age, height, weight and or ability restricted and you should ensure children in your care are advised accordingly

Please note we do not provide supervision of children. Staff/ volunteers are provided for the purposes of monitoring the activities only

Children participating without parental or guardian supervision are not supervised by our staff

Children participating unaccompanied do so at your own risk

Parents & guardians are reminded that we do not provide direct supervision of participants and do not assess participants skill levels, abilities, competency or the suitability of the activities for use by participants
Children under the age of 12 must be accompanied by a parent or guardian staying on site at all times

At your own discretion, children over the age 12 and over can participate without an accompanying adult however we remind you that we do not provide supervision of children and do not assess any participant's skill levels, abilities, competency or the suitability of the activities for use by participants

Children under the age of 5 years are not permitted to ride at Onboard skatepark sheffield ltd. Do not attempt to use any of the activity equipment unless you have registered to participate & undertaken the safety briefing

Only participate if you are in good physical condition

Do not participate if you have any pre-existing medical conditions including breathing, heart, back, neck, bone or muscle conditions

Do not participate if you are or may be pregnant

Before participating loosen up with warm up exercises and stretches

If you get tired please leave the activity equipment and take a break

Remove all items from your pockets prior to participating

All jewellery, watches, keys, keychains, coins or the alike to be removed prior to participating

Clothing should not have any hard or sharp points (such as buckles, studs, toggles)

No food, drink, sweets or chewing gum whilst participating

Do not leave clothing on the activity equipment

We recommend that participants wear long sleeves and trousers

No participating under the influence of alcohol or illicit drugs or prescribed medication that may affect your ability to function safely

Dangerous behaviour will not be tolerated and you could be asked to leave
CCTV images of all park entrants will be monitored and recorded throughout the premises for the purposes of public safety and crime prevention

I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a Court of Law to have waived my or the minor participant's right to maintain a lawsuit against Futures Leisure Limited or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity read this entire document. I have read and understood it, and I agree to be bound by its terms.

PRIVACY AND PROTECTION OF PERSONAL DATA

The details you give us are essential for the processing and delivery of your orders, for billing and for the establishment of warranty contracts, therefore failure to provide these details will result in the cancellation of your order. By registering on the Site, you agree to provide us with sincere and true information as it concerns you. Communicating false information is contrary to the present general Terms and Conditions.

You have the permanent right to access and rectify all the information that concerns you, in accordance with European texts and national laws in place (article 34 of the law of 6 January 1978). You can at any time make a request to Onboard skatepark sheffield ltd to find out what personal information we hold concerning you. You may at any time, and by request, modify this information.

Cookies record certain information stored on your hard drive. This information enables us to generate statistics based on data from visitors to our site and suggest products that might interest you according to the items that you selected when you previously visited the site. Cookies do not contain any confidential information about you.

WAIVER AND SEVERABILITY

Any failure of Onboard skatepark sheffield ltd to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and onboard skatepark sheffield ltd, and governs your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service). If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.