

CBWAC: Parental/Guardian Consent Form

Please use this form for giving Young Persons (under 18 years old) consent to partake in activities.
Please use one form per person and use BLOCK CAPITALS

Name of Young Person:

Young Persons Information

Age: Date of Birth: Male: Female: School:

Booking Information

Please state the course title, group booking name and date of the activity

Course Title: Date(s):

Group Booking Name:

Emergency Contact

Name: Mr/Mrs/Miss/Ms:

Address:

Postcode:

Telephone: Home:

Work:

Mobile:

E-mail:

Essential Activity Information

Can the young person swim? YES/NO

How far can the young person swim? metres

Is the young person water confident? YES/NO

Medical Information

Does the young person suffer from any medical, physical, emotional or behavioural conditions which may affect their safety during activities?
(i.e. claustrophobia, vertigo, asthma, heart condition, diabetes, epilepsy etc.)

YES/NO *If yes, please give details:*

Is the young person currently undergoing any form of medical or psychological treatment, including any medication?

YES/NO *If yes, please give details:*

Is the young person allergic to any food or medication?

YES/NO *If yes, please give details:*

Has the young person had a Tetanus injection within the last 5 years? YES/NO

Consent

PERSON WITH PARENTAL RESPONSIBILITY FOR YOUNG PERSON (under 18 years) PLEASE COMPLETE THIS SECTION

I have read the Water Quality Information leaflet for Cardiff Bay (where necessary) and I have read and understood the Booking Terms and Conditions (2010) and agree that this booking is subject to the same.

I give consent for my child to take part in the activities specified above. I confirm that all of the information supplied herein is correct. I am over the age of 18 years. In the event of an incident or accident involving my child, I agree to my child receiving first aid from a suitably qualified person and/or any medical or dental treatment, including but not without limitation to anaesthetic and blood transfusion, which may be considered necessary by a registered medical practitioner.

We may occasionally film or take photographs of participants for publicity purposes, including reproduction on our website.
If you do not agree to us using photographs or footage that include yourself/your child, please tick the box.

SIGNATURE:

DATE:

PRINT NAME:

Parent/Guardian/Other _____ (please delete as appropriate)

OFFICE USE ONLY
Date form received:

Signed:

CBWAC: Terms and Conditions 2012

CARDIFF BAY WATER ACTIVITY CENTRE (run by Cardiff County Council, herein referred to as 'the Council')

1. Booking

1.1 All bookings are subject to these terms and conditions; and the completed and signed booking form together with these terms and conditions shall constitute the entire agreement between you ('the Customer' also referred to as a 'Participant') or the person making the booking on your behalf, and the Council.

1.2 Completed booking forms and full payment must be received prior to the start of the course.

1.3 Bookings can be provisionally made by telephone, provided we receive the completed booking form together with payment within 7 days of the telephone booking.

1.4 Confirmation of our acceptance of your booking will be posted to you within 7 days of our receipt of your booking form and payment. Your booking cannot be guaranteed until we have confirmed it.

2. Payment

2.1 Fees are payable in full upon booking for all courses, except for group bookings of 10 or more persons.

2.2 For group bookings of 10 or more persons, a non-refundable 25% deposit of the total fee is required with the booking; and the balance of the fee is to be paid at least 3 weeks before the course starts.

2.3 Payment can be made by telephone, by post or in person using Maestro, MasterCard, Visa, Cheque, or Cash (Cash payments may only be made in person at Channel View Centre).

2.4 For bookings made by organisations, an official order or other written document against which we can invoice may, subject to satisfactory credit references, be acceptable in lieu of full advance payment. Please enclose a purchase order with the booking form.

3. Cancellations/transfers by the Council

3.1 Every attempt will be made to ensure courses run as scheduled. However, the Council reserves the right to:

3.1.1 Cancel a course at any time should the numbers fail to reach a viable minimum;

3.1.2 Cancel or curtail any course at any time due to unsuitable conditions, forecast or prevailing weather conditions, or due to any other factors beyond our control; and or

3.1.3 Cancel a course for any other reason upon giving the Customer not less than 14 days notice, such notice to expire on or before the course start date.

3.1.4 Provided that we will endeavour to offer a suitable alternative course which may include other activities or alternative dates, but if unable to do so or the alternative course offered is unacceptable to the Customer a full refund will be made for all cancelled courses calculated pro rata where applicable.

3.2 The Council shall have no liability arising from cancellation other than as set out in clause 3.1 above.

4. Cancellations/transfers by the Customer

4.1 All cancellation/transfer requests must be made in writing, to our bookings office (Fax or e-mail is acceptable).

4.2 Upon receipt of notification of a cancellation or transfer request:

4.2.1 We will use all reasonable endeavours to accommodate your request;

4.2.2 If a mutually acceptable alternative date or activity can be offered at the same value then a transfer will be made with no further cost;

4.2.3 Subject to clause 4.5 below, if a mutually acceptable alternative cannot be found then a full refund will be given, provided the transfer request / cancellation is received by us at least 3 weeks prior to the course start date.

4.3 Any cancellations received less than 3 weeks prior to the course start date are non-refundable.

4.4 Refunds will only be payable by us after the course start date.

4.5 Cancellation of group bookings of 10 or more persons will incur loss of the 25% deposit, and if cancelled less than 3 weeks prior to the course start date, the whole booking fee is non-refundable.

5. Certificates

5.1 Course participation does not automatically mean a certificate will be awarded.

5.2 Certificates will only be awarded if the Centre instructor considers that the Customer displays the appropriate requirements to pass.

5.3 We reserve the right to decline to award a certificate provided that reasons for such decision will be given together with an action plan setting out future training/improvements needed before the Customer can be passed, and a certificate awarded.

6. Insurance and loss of property

6.1 It is the Customer's responsibility to arrange any necessary insurance, which may include but without limitation to insurance against cancellation, curtailment, personal accident, personal liability, theft and cover for specialist risk activities; and we strongly recommend you to secure the same.

6.2 The Council will only accept liability for loss, damage or injury resulting directly from the negligence of the Council, its servants or agents.

6.3 We must be notified of lost property within 2 weeks, as any items found are disposed of after this period.

7. Use of own boat/craft

7.1 Customers using their own craft must ensure they have appropriate insurance cover. A copy of the insurance policy together with evidence of premiums paid should be supplied on booking.

7.2 The Council does not accept liability for any losses, claims, damages or expenses howsoever incurred in connection with the use of the Centre facilities, save to the extent that the same results directly from the negligence of the Council, its servants or agents.

8. Physical Fitness/Swimming ability

8.1 Many of the courses offered are physically demanding and may involve bending, lifting, jumping, falling, climbing, stretching and a degree of co-ordination; and in submitting a booking you are representing that you, or the person on whose behalf you are submitting the booking, have an adequate level of fitness for the activities to be undertaken. If you have any concerns, please contact your doctor to seek advice on whether you should participate.

8.2 Everyone taking part in a water based course must be able to swim 50 metres in light clothing.

9. Safety

9.1 Safety is of paramount importance on all the Centre's courses and all Participants and their parents and guardians must acknowledge that water sports and adventure activities are hazardous by their nature and accept the risks of participating in the same.

9.2 In providing a safe system of work and to manage associated risks:

9.2.1 we only employ staff trained within national governing body guidelines;

9.2.2 we provide a range of quality personal protective and safety equipment for Participants comfort and safety;

9.2.3 we provide appropriate equipment for your course;

9.2.4 we teach to national governing body recommendations and guidelines;

9.2.5 we have robust management and safety systems which have been inspected by approved bodies such as the Adventurous Activities Licensing Service (AALS), Royal Yachting Association (RYA), British Canoe Union (BCU) and Canoe Wales (CW); and

9.2.6 we reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.

9.3 All Participants must comply at all times fully and promptly with all safety regulations and instructions issued by the Centre, its staff and or its instructors; and Participants must not do anything (or omit to do anything) which may cause damage or loss to the property or facilities of the Centre or other Participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons on the premises. The Council reserves the right to terminate the stay/use of Centre facilities of any person(s) whom it reasonably considers to be in breach of this condition 9.3, and such persons may be required to leave the Centre's property forthwith. No refunds will be made in this event, and the Council will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

9.4 Rings, chains, earrings and other items of jewellery must be removed or taped over before participating in any Centre activity or course.

10. Medical and dietary declarations

10.1 If you have a medical condition or illness, including but without limitation to pregnancy and heart conditions, you must disclose this on your booking form; and seek the advice of your doctor before submitting your booking.

10.2 You must also indicate on the booking form if you have any disability, special requirements or dietary needs of which we may reasonably need to be aware.

11. Under 18 Participants

11.1 All persons under the age of 18 years ('Under 18's') will require a completed parental/guardian consent form before being allowed to participate on a course. The requisite consent form is available in our brochure, and from our bookings office; and a duly completed and signed consent form must be returned to the Centre at least 3 weeks before the start date of the course.

11.2 We will not accept responsibility for Under 18's until the course start time; and they must be picked up promptly at the course finish time.

12. Errors and Omissions

12.1 Whilst every effort is made to ensure the accuracy of the Centre's publicity information, the Council does not accept liability for any errors, inaccuracies or omissions therein, and reserves the right to alter course prices, times or dates at any time. Please check all facilities and prices before making your booking.

12.2 You will be informed of any relevant changes when your booking is processed and will be given the opportunity to cancel your booking without penalty if you wish.

13. Data Protection/Privacy

13.1 The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998.

13.2 We may occasionally film or take photographs of Participants for publicity purposes, including reproduction on our website, and in submitting your booking you are indicating your consent to the same, unless you mark the box on the booking form to indicate otherwise.