

## **Venice Water bike regulations for Customers/Participants** **Recreational experiences in pedal boats:** **amateur and non-competitive activity, with navigation assistance.**

The Participant accepts these Rules and undertakes to comply with the following

### **General Terms and Conditions**

#### [The service offered by Venice Water Bike](#)

Venice Water Bike (hereinafter also referred to as "VWB") offers an amateur and non-competitive recreational experience, which does not have any educational and/or informative purpose.

The experience is preceded by a brief technical introduction to the use of the pedal boat, to which the presence of the Participants is mandatory, and during which information will be given on safety and logistics (program of the outing and the route along which the experience will take place).

The pedal boats and the equipment necessary to safely face the experience are provided by VWB staff on loan for use to the Participants for the time necessary to carry out the experience.

VWB does not offer rental services. The activity provided in favor of the Participants does not constitute a professional tour guide service, nor a guided excursion or tourist package.

The staff's task is exclusively to accompany the Participants along the way, providing technical assistance in case of need and providing information that allows the Participants to live the experience safely.

The information provided by the VWB staff during the experience is a general concept and is in no way intended to explain the historical, artistic, monumental, landscape and anthropological heritage of what can be encountered along the way.

Any "tourist guide" services that the participants wish to use must be agreed by them independently with qualified third parties, companies and/or freelancers in the tourism sector; this eventuality must in any case be notified to VWB at least 3 days before the date set for the experience. It is understood that VWB will not have any contractual relationship with guides or equivalent subjects, nor will it be liable in the event of their non-compliance.

#### [Reservations, acceptance of conditions and mandatory documents](#)

Reservations must be made online on the website [www.venicewaterbike.com](http://www.venicewaterbike.com) by selecting the date and time slot, among those available, in which you want to carry out the water bike experience in the online calendar and it is considered completed only with the full payment of the amount due for all the Participants indicated in the booking.

In addition to these Regulations, additional documents are available on the website (Privacy Policy and Disclaimer of Liability and Assumption of Risks) that the Participant must read, fill in and deliver duly signed to the VWB Staff before the start of the experience, under penalty of exclusion from the event.

The confirmation of the reservation requires the affixing of a digital tick to confirm the reading of the documentation on the site and to accept its content. Without such acceptance, the booking cannot be completed and will not be binding on VWB.

Before departure, each Participant is required to deliver a copy of the paper release duly completed and signed. If the participant does not have the paper release already completed and signed, VWB may provide a blank form to be filled in and signed on site before the start of the experience. It is understood that failure to fill in and sign the waiver before departure will result in the exclusion of the participant from the event.

#### Activities and role of the Assistance Staff

The VWB Staff provides technical support to the pedal boats, practical information on navigation and indications for the safe conduct of the experience both before and during the entire duration of the experience. The VWB Staff carries out activities to support the group, however each Participant remains responsible for their own behavior, the correct use of the pedal boat and compliance with the navigation rules.

#### Safety requirements and rules for participation

It is mandatory for all Participants:

- wear the life jacket correctly for the entire duration of the experience; it is an essential requirement to be able to participate to be able to swim independently for at least 20 meters;
- scrupulously follow the instructions of the Assistance Staff regarding the route and behavior to be followed in the water;
- scrupulously comply with the rules of the Navigation Code.

It is strictly forbidden:

- take part in the activity under the influence of alcohol or drugs, or take them during the journey. Smoking (including so-called electronic cigarettes) is also prohibited;
- use headphones or earphones or any other device that does not obstruct the understanding of the staff's directives or may distract the driver;
- (for women) take part in the activity while pregnant (regardless of the month of gestation);
- take part in the activity if you do not meet the physical fitness requirements (height, age, weight) set out in the Release;
- behave in a manner contrary to prudence and diligence, which disturbs or in any case is dangerous for themselves and for other Participants or boats encountered along the route. It is also forbidden to voluntarily throw yourself into the water and dive into the canals

Failure to comply with the above rules and eligibility requirements entitles VWB to exclude the applicant from participating in the experience, without the right to reimbursement for the sums already paid up to the time of exclusion.

#### Medical conditions and right to exclusion from experience

Any special medical conditions, illnesses, injuries, taking life-saving drugs and/or disabilities must be communicated at the time of booking in order to allow VWB staff to verify their compatibility with the course of the experience.

If the verification is negative or the above conditions are manifested only on the day scheduled for the experience, VWB may, at its sole discretion, refuse or suspend the participation of the applicant for security reasons.

#### Pricing

All prices are expressed in Euros (€) on the website [www.venicewaterbike.com](http://www.venicewaterbike.com) and indicated as inclusive of VAT where applicable.

#### Payments

At the time of booking, full payment of the amount due for all Participants indicated in the booking is required, to be made through the electronic payment systems made available on the VWB website.

Upon successful payment, Venice Water Bike will send the Client a booking confirmation to the e-mail address indicated during the purchase, together with the relevant payment documentation in electronic format.

In the absence of full payment, the booking will not be considered accepted or binding for Venice Water Bike

The service offered by VWB consists of a leisure activity with a specific date and time of performance; Therefore, pursuant to art. 59 of the Consumer Code, the right of withdrawal provided for by art. 52 et seq. of the same Code.

#### Delay or no-show of the Customer

The Participant must arrive at the Meeting Point at least 20 minutes before the time indicated for the start of the experience, in order to be able to take part in the technical briefing with the VWB staff and receive protective equipment. In case of delay and non-attendance at the briefing, the experience may begin without the Customer: this situation will be considered by VWB in the same way as no-show.

In case of no-show, the price paid for the water bike experience will be retained by the VWB, without any right of refund in favor of the Customer.

#### Cancellation by Venice Water bike.

Venice Water Bike reserves the right to cancel the event for safety reasons, adverse weather conditions, force majeure or other events not attributable to either the company or the Client. In this case, the Customer will be entitled to a full refund of the amount paid, unless the Customer prefers to keep the deposit for the booking of a new experience by agreeing on a new date with VWB, based on the availability of the booking calendar.

VWB reserves the right to change the logistical organization and the type of route with or without notice, before and during the tour, depending on weather conditions, the ability and preparation of the participants, or other problems.

#### Cancellations and refunds

In the cases governed by the previous article, the Customer will be entitled to a full refund of the price actually paid for the booking, without any penalty and without the right to further compensation, compensation or reimbursement of ancillary expenses that may have been incurred by the Customer, such as, by way of example, travel costs, food, lodging or other services purchased separately.

The refund will be made without undue delay by crediting back to the same means of payment used by the Customer for the original transaction; if this is not technically possible, VWB will proceed by bank transfer unless a different method of reimbursement is agreed with the Customer, at no cost to the latter.

If the payment has been made via the Stripe platform or another payment service provider enabled on the site, the refund will be arranged through the same platform, credited to the payment method originally used by the Customer, within the technical time required by the banking circuit or payment service provider.

#### Equipment, Damage & Liability

The Company pays particular attention to the maintenance of the equipment (pedal boats and safety devices).

The Participant is required to immediately report any anomaly that he/she may encounter during the experience.

In the event of damage attributable to non-compliant or negligent use, the costs of repair or replacement will be charged to the Participant who caused the damage or to his parent/guardian in the event that the responsible person is a minor.

#### Clothing and equipment

The Company provides Participants with life jackets and dry bags for small personal belongings (telephone, documents).

No changing rooms, showers or bathrooms are available.

We have no offices or warehouses.

It is not possible to store or leave luggage, nor are safety deposit boxes available.

VWB does not provide food or drink. Customers are therefore advised to bring a small bottle of water with them.

Venice Water Bike does not provide clothing. The Customer is required to present himself with clothing suitable for the season and the activity to be carried out; comfortable and sporty clothing is particularly recommended in every season of the year; With specific reference to the winter months, it is advisable to wear warm, windproof clothing suitable for the harshest weather conditions.

Inappropriate clothing, which may compromise safety or decorum, may preclude participation in the experience, at the sole discretion of VWB, without the right to reimbursement of the sums paid up to the time of exclusion.

It is strongly recommended to limit personal belongings to those strictly necessary (e.g. ID, mobile phone, keys) to minimise the risk of loss, theft and/or accidental damage.

The Company declines all responsibility for items left unattended by participants near the check point.

#### Participation of Minors

Participation is also allowed to minors who have already turned 16 as long as they are accompanied by a parent or guardian who assumes responsibility. The adult undertakes to instruct the minor on the obligation to respect and follow the instructions of the Assistance Staff at all times, and during the experience assumes the responsibility that the minor follows the instructions given. The Assistance Staff may order the immediate exclusion from the experience of Participants who do not comply with these rules, without the right to refund.

#### Behavior on board the pedal boat during navigation and responsibilities of the participants

The Participant is informed by VWB that the activity takes place in an environment characterized by the presence of boats of all kinds (public, private or service) and fixed or mobile structures that may constitute an obstacle to navigation, therefore, without prejudice to the obligations and prohibitions referred to in point 4 above, he is also required to comply with the following requirements:

- it is mandatory to keep the single line behind the pedal boat of the Assistance Staff and follow the indicated route, unless otherwise instructed during navigation by the VWB Staff;
- it is forbidden to overtake, flank other participants or leave the group. Each participant is required to observe prudent conduct, respecting the safety distances and precedence provided for by the Navigation Code and local ordinances
- it is forbidden to disperse waste in the environment during the experience, damage or remove local plants and wildlife;
- The use of smartphones or other mobile devices suitable for audiovisual filming is allowed, but with the utmost caution, as long as they are small and do not obstruct navigation. The Service Staff may order the prohibition or immediate interruption of the use of such devices if the Customer's behavior is risky or in contrast with safety rules. The Company assumes no responsibility for damage, loss, or fall into water of such devices.

The Venice Water Bike Staff may order the immediate exclusion from the experience of those who do not observe these rules, without the right to refund.

#### Lost and found

The Company is not responsible for items lost or left unattended by participants; Objects that may be found will be returned to their rightful owner where possible.

#### Privacy and data processing

The personal data collected for the booking and the execution of the service will be processed in accordance with EU Regulation 2016/679 (GDPR). The complete information on data processing is available on the website and must be accepted at the time of booking.

#### Liability and related disclaimer

The Participant is made aware by VWB that the experience involves risks such as - by way of example but not limited to - the possibility of falls, shocks, accidental injuries as well as the possibility of contracting infections related to contact with water and even drowning.

Before departure, each Participant must sign the appropriate paper release attached hereto, declaring that they are aware of the risks associated with the activity, that they are in suitable psycho-physical conditions and that they assume personal responsibility for their behavior during the experience.

A copy of the release form is available and can be consulted on our [www.venicewaterbike.com](http://www.venicewaterbike.com) website: by clicking on the Footer Link DISCLAIMER, the document can also be downloaded in PDF format.

The Participant will receive in the booking confirmation email the link to consult and download the required documentation.

Participants are advised to show up at the check point on the day set for the experience with the waiver already completed in its entirety, with the exception of the date and signature, which must be affixed in front of the assistance staff at the time of delivery of the form.

Participation in the experience is subject to the prior signing of the waiver. Refusal to deliver the signed release form will be considered as a failure to show up by the customer, with the consequent application of Article 8 above.

Each Participant remains personally and fully responsible for damage caused to third parties, persons or property, including other participants in the experience, as well as for damage caused to Venice Water Bike equipment, resulting from negligent conduct or failure to comply with the Staff's instructions.

without prejudice to the operation of the Company's insurance policies within the limits provided for by the same.

#### Language clause

In the event of discrepancies or differences in interpretation between the Italian and English versions of the Terms and Conditions referred to in these Regulations, the Italian version shall prevail. The English translation is provided for informational purposes only.

#### Identity document

Prior to the start of the Activity, VWB may require each Participant to present a valid identity document in order to verify the identity of the person participating in the Activity, the correspondence between the Participant and the data provided at the time of booking, as well as the traceability of the booking to the person who made the purchase or to the names indicated by the same.

VWB may also request, where necessary, the sending or delivery of a copy of each Participant's identity document exclusively for administrative, security, identification and/or for the activation, management or possible investigation relating to the insurance coverage related to the experience.

The Participant undertakes to provide true, complete personal data corresponding to the document presented; in the event of discrepancies between the booking data and the identity of the Participant, or in the event of failure to produce the requested document or failure to transmit the copy when necessary for the purposes referred to in the previous paragraph, VWB may suspend or refuse participation in the experience until the outcome of the checks deemed necessary.

The processing of personal data contained in the identity document will take place in compliance with the applicable legislation on the protection of personal data and according to the principles of lawfulness, minimization, relevance and storage limitation, for the time strictly necessary to pursue the purposes for which the data are collected.

#### Applicable law and jurisdiction

These Terms and Conditions are governed by Italian law. For any dispute relating to the interpretation, validity, effectiveness and execution of these regulations, the Court of the place of residence or domicile of the consumer will have jurisdiction, pursuant to the Consumer Code (Legislative Decree 206/2005). If the participant does not qualify as a consumer, the Court of Venice will have exclusive jurisdiction.