



# Booking & Cancellation Policy

## ACTIVITY OR RENTAL PRICE

- Stated prices include use of all necessary equipment and applicable personal safety gear.
- Activities also include guide(s), use fees, permits, and food (*if stated in activity description*).
- *Gratuity (tip) for Woods & Waters guide(s) are not part of the activity price.*
- Quoted costs represent a complete package price; itemized individual costs are not available.

## RESERVATIONS AND PAYMENTS

- **Rentals:** Full payment is due for all rentals at time of booking.
- **Activities** booked more than 1 day out require a 50% deposit with balances either auto-collected the day of the activity or, for Perfect Days / Perfect Overnights / WOW! Trips / and/or custom group trips, collected 7 days prior (unless otherwise stated by management). For trips requiring remaining balances be paid 7 days prior, if booked within 7 days of the activity, full payment is required at time of booking .
- Payments may be made by cash or credit card; payment by check is welcomed on advanced bookings that are at least 30 days in the future.

## CANCELLATIONS AND REFUNDS

### ***If it's not safe to play, you don't pay.\****

*If Woods & Waters completely cancels a standard one day or shorter duration rental or activity due to unsafe weather conditions, or otherwise, the booking will either be rescheduled (if possible) or refunded (minus 5%). If it is a custom / private booking, and part of the day is workable, we will adjust pricing accordingly. **Impacted bookings will receive a promo code of \$10 off either per rental item or number of participants in their current reservation to be used toward a future reservation (no expiration date, or you can pass along to someone else you know who is heading our way).** Participants of multi-day rentals or activities may encounter a period of adverse conditions; and we will not refund your trip or rental. For multi-day activities however, we will try to shift the planned itinerary around. For those involved in skill building courses, challenging conditions may allow for putting new skills to the test.*

- Participant or rental cancellations must be made by phone, email, or in person.
- For reservations more than 7 days away, there is a cancellation fee equal to 5% of booking (excluding any sales tax).\*
- For reservations between 7 and 3 days away, there is a cancellation fee equal to 10% of booking (excluding any sales tax).\*
- For reservations less than 2 days away, the booking is non-refundable.
- We do not make exceptions to the cancellation policy for any reason, including personal emergencies or inclement (but safe) weather (trips run rain or shine). (*see Transfers*)
- There is no refund for arriving late and missing your scheduled time slot (including a trip having already departed or equipment subsequently being rented out after failing to show), participants choosing to be done early, or ending early due to changing weather conditions. If participants can be accommodated at a later time, we will make a good faith effort to do so.
- "Booking" refers to monies paid to Woods & Waters.

## TRANSFERS

- For all reservations, if spots or resources are available for a different activity or rental within the same season, you may transfer between them.
- If others have already reserved equipment, sold out activities, or staff are unavailable for your alternate date or time, you may need to seek out additional alternative dates or times.
- If moving a reservation to a different season from the one originally scheduled, you may be required to pay additional costs. (*At the discretion of Woods & Waters*)

\* **Perfect Day or 1-day custom group trips** canceled more than 14 days out, the cancellation fee equals 10% of booking; between 14 and 7 days prior, the cancellation fee equals 25% of booking; if canceled less than 7 days prior, the booking is non-refundable. **Perfect Overnight or multi-day custom group trips** canceled more than 60 days out, the cancellation fee equals 10% of booking; between 60 and 30 days prior, the cancellation fee equals 25% of booking, if between 29 and 7 days prior, the cancellation fee equals 50% of booking; if canceled less than 7 days out, the booking is non-refundable. **For WOW! Trips** more than 60 days out, the cancellation fee equals 10% of booking; between 60 and 30 days prior, the cancellation fee equals 25% of booking, if between 29 and 7 days prior, the cancellation fee equals 50% of booking, if canceled less than 7 days out, the trip is non-refundable; if canceling less than 60 days out and we can fill your spot, the cancellation fee will only be 15% (cancellations made less than 60 days out may have to wait until 7 days before scheduled WOW! for refund to be issued). WOW! accommodations (if booked through us) will count as part of cancellation fee.

## **PARTICIPANT RESPONSIBILITIES**

You are ultimately responsible for determining your fitness ability for any activity or use of rental equipment. By paying for an activity or rental and signing the waiver and acknowledgment of risk form, the participant certifies that they do not have any physical or other condition that would create a hazard for themselves or other participants. It is essential that any participant with a medical condition requiring regular treatment or which may be affected by vigorous exertion, heat, cold, other natural phenomenon, or particular foods, notifies Woods & Waters and/or the trip guide(s), in advance of their scheduled event. Wood & Waters assumes no liability for medical care or for special dietary requirements. The judgment of Woods & Waters, or its guides, shall make the ultimate determination of an individual participant's fitness to embark upon, or to continue, an activity or rental.

- Under most circumstances, if you are of an adventurous spirit and in reasonably good health, you should have no problem enjoying a Woods & Waters activity.
- People with medical conditions, including pregnancy, or physiological restrictions should attain a physician's approval before undertaking new physical activity.
- If you have health or fitness concerns, please discuss with us before booking.
- Woods & Waters reserves the right to deny or exclude participation, at any time, to any person or group for any reason we feel is related to the risk management of our activities or use of our rental equipment, or if any person or group is deemed unsuitable for the rigors of their chosen activity or use of our rental equipment
- There is inherent risk in any activity. Kayaks do capsize and bikes can hit things. During guided activities, guide(s) will evaluate the situation and assist — barring any risks of endangerment — within their skill set. Either during a guided activity or when renting equipment, If you are not strong and agile enough to “self-help” without further endangering yourself or others, realize you are assuming additional personal risk. *For kayaking activities, we reserve the right not to accept or rent to passengers weighing more than 275 pounds or with a waist/chest size exceeding 56 inches.*
- Upon booking an activity, each participant is required to fill out a questionnaire that is used to identify possible risks and challenges (such as swimming ability, fitness level, limitations, and food allergies) that may inhibit your ability to enjoy your activity. We are not medical professionals, but we are aware of what we can expect to manage in a remote setting.
- Once a participant's activity questionnaire has been answered, reviewed, and followed up on if needed, medical conditions or physiological restrictions will not be considered as exceptions to our cancellation policy.
- If upon arrival — or at any time during the activity or rental period — a participant is found to have misled Woods & Waters regarding their physical abilities, medical conditions, or is found in any way otherwise unfit for the rigors of their chosen activity or use of our rental equipment, there will be no refund.

## **ACKNOWLEDGMENT OF RISK AND WAIVER**

Risk management is always our utmost concern, therefore participants will be made aware that there are risks associated with recreational activities or use of rental equipment. Due to the nature of the activities or activities done with rented equipment, everyone is required to sign an acknowledgment of risk/waiver before undertaking the activity or use of rental equipment. Anyone who refuses to sign the form will not be allowed to participate or rent, and consistent with Woods & Waters cancellation policy, there will be no refund of fees at that time.

## **STORAGE OF PERSONAL AND FINANCIAL INFORMATION**

Due to the nature of our product, it is necessary to collect and store a certain amount of personal information in order to complete your reservation. By using our reservation system, you consent to the storage of this information for a period of time deemed appropriate by Woods & Waters. Personal information may include, but is not limited to, your first and last name, phone number, email address, and billing address. Woods & Waters is not collecting any financial data beyond basic transaction data of date, time, payment method, and payment amount.

## **PRIVACY POLICY**

Woods & Waters occasionally sends out an e-newsletter, but we will never sell or share your email address with any third party company and you can unsubscribe at any time. Additionally, all address, personal and financial information is strictly protected.

## **VENDOR RESPONSIBILITY**

Woods & Waters acts only in the capacity of agent for the participants in all matters, including those related to transportation and/or all other related travel services, and assume no responsibility however caused for injury, loss or damage to person or property in connection with any service or activity, including but not limited to that resulting directly or indirectly from acts of God, detention, annoyance, delays and expenses arising from quarantine, illness, injury, pandemics, evacuations, strikes, theft, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, government restrictions or regulations, and discrepancies or changes over which it has no control. Reasonable changes may be made where deemed advisable for the comfort and well being of the participants, including cancellation due to weather, insufficient bookings, unavailable resources, and other factors.

***On paying for a booking/reservation, the payer agrees to be bound by the above recited terms and conditions for themselves and all members of their party.***