

## **Oceah Oceah SUP X YOGA TERMS & CONDITIONS**

***By booking or participating in any rental, lesson, tour or any related products or services with Oceah Oceah SUP X YOGA (Oceah Oceah), you and any participant agree to these Terms and Conditions.***

### **General Mandatory Acceptance of Waiver and Agreement**

Stand Up Paddleboarding has inherent risks including, but not limited to, serious injury or death. All Oceah Oceah participants must understand, to the best of their ability, their own limits and decide whether or not they are capable of undertaking in the activity. The waiver and agreement for participants can be found attached to all booking confirmation emails and can be viewed at the website [www.oceahoceah.com](http://www.oceahoceah.com) as a PDF version and an online version. All participants 18 years or older must read, accept, sign, submit the Waiver to Oceah Oceah prior to commencing any Oceah Oceah experience.

### **Participants under the age of 18**

Participants under the age of 18 must be accompanied and supervised by an adult participant authorized to do so by a legal parent or guardian.

### **Swimming Ability**

Basic swimming ability is a prerequisite for all Oceah Oceah experiences that take place on the water. If the participant in question cannot tread water, keep their head above water and swim short distances, they cannot participate. It is the responsibility of the group organizer to ensure that all participants in the group they are booking for meet the requirement. Even with a PFD or lifejacket on it is possible to drown. We hope to keep all participants safe at all times and expect truthful answers with respect to swimming ability and comfort level on the water.

### **Refund & Cancellation Policy**

Oceah Oceah understands that there are a wide variety of circumstances which may lead you to need to reschedule or cancel a booking. Our refund and Cancellation Policy, set below is designed to find a balance between flexibility and fairness, while at the same time protecting Oceah Oceah from undue abuse and/or financial losses.

### **General More than 24 Hours Notice**

If you give more than 24 hours notice for cancellation, we are happy to offer the option to reschedule, we do not offer refunds. For your convenience, where available, you can use the self-service portal by clicking Manage your booking in your confirmation email to modify the date or to cancel your booking or ask for cancellations be made in writing by emailing [jenifer@oceahoceah.com](mailto:jenifer@oceahoceah.com).

### **Less than 24 hour's notice**

If you provide us with less than 24 hour's notice we do not offer refunds or the option to reschedule.

### **Inclement Weather & Environmental Conditions**

All Oceah Oceah experiences are subject to change or cancellation at the sole discretion of Oceah Oceah due to inclement weather and/or environmental conditions. Oceah Oceah will communicate with you about changes and/or cancellations based on the contact information that you have provided to us during registration. If you have booked on behalf of other participants, it is your responsibility to inform them of any changes which we have communicated with you.

If inclement weather or unsafe environmental conditions happen to occur during an Oceah Oceah experience, all participants must get off the water and seek safe shelter immediately. Some examples include, but are not limited to, lightning (within 30 minutes of experience), strong winds (generally over 13knots), heavy fog, heavy rain and/or rough water. In the event of a cancellation or interruption of an Oceah Oceah experience due to inclement weather or unsafe environmental conditions the experience may be rescheduled or refunded at the sole discretion of Oceah Oceah.

### **Safety equipment & Approved Personal Flotation Devices**

Oceah Oceah provides all the necessary equipment for navigation required by Transport Canada including approved personal flotation device (PFD). Transport Canada approved PFD's must be worn at all times and participants must comply with all applicable laws and regulations while engaged in any Oceah Oceah experience.

### **Arriving on Time**

Participants agree to arrive on time, changed and ready to begin their Oceah Oceah experience. Participants must plan their travel accordingly. Oceah Oceah participants must be prepared to forfeit their experience without refund if they arrive late.

### **Rentals Allotted Time**

Rentals are charged by each full hour. If participants arrive past the allotted time that they have signed up for, they may at Oceah Oceah's discretion be charged for the full hour.

### **Route & Time of Return**

For all rentals, a verbal agreement must be made between the Oceah Oceah staff member on duty and the participant(s) including information on the route they will be taking, estimated time of return and any other information deemed important to ensure the safety of the participant and equipment. Paddling at night or after Oceah Oceah closing time is absolutely not allowed. If an Oceah Oceah staff member requests the equipment returned by a certain time, the participant must comply

### **Level of Experience**

Any participant who wishes to rent equipment from Oceah Oceah must have some prior paddle experience and must be able to swim and tread water safely without a PFD. A rental screening is also carried out by Oceah oceah staff members on duty which includes but not limited to, questions regarding paddle history and water safety knowledge, paddling technique, knowledge surrounding area and anything else requested by Oceah Oceah. More information on the screening can be found by asking

an Oceah Oceah staff member on duty. The participant agrees to answer truthfully and carry out the screening before departing for the experience. If the Oceah Oceah staff member decides that the participant is not fit to undertake in a rental they may be asked to get off the water to which participants must comply. A refund may or may not be given at the sole discretion of Oceah Oceah. Oceah Oceah recommends that participants undertake proper instruction with our staff or another accredited instructor before rentals are undertaken.

### **Damages**

The participants agree to pay for any damages or losses to Oceah Oceah equipment incurred by them. If any participant in a group or single booking steals, loses or damages equipment. Oceah Oceah has the right to charge the credit card on file for the associated booking for the amount to repair or replace the equipment and time lost. For walk in experiences, a valid credit card with matching identification will be held as collateral by Oceah Oceah while participants are renting equipment.

### **Images**

Participants agree that, while participating in any Oceah Oceah experience, images, photos or videos may be taken by others, Oceah Oceah or its agents or representatives that may contain or feature you. You consent to any such pictures and/or video being taken and grant perpetual, royalty free, irrevocable license to Oceah Oceah staff, contractors, subcontractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions, and the creation of promotional materials), in any medium whatsoever, whether currently known or hereinafter devised, without further obligation or compensation payable to you.

### **No Responsibility for Theft, Loss or Damage to Personal Belongings**

Oceah Oceah and Oceah Oceah staff are not responsible for theft, loss or damage to any personal belongings. Oceah Oceah may provide on land facilities to store personal belongings, however Oceah Oceah does not assume any risk or liability for theft, loss or damage. In addition, Oceah Oceah provides dry bags for rent. There is always risk of water entering bags and potentially damaging the contents. It is at the sole discretion of any participants to use dry bags and participants assume all risks of doing so. Participants must plan accordingly when deciding which personal belongings to bring to an Oceah Oceah experience.

### **Booking on Behalf of Others**

By booking on behalf of other participants, you are deemed the designated contact person for every participant included in that booking. This means that you are responsible for making all payments due in connection with the booking, notifying Oceah Oceah of any changes or cancellations requests and keeping your party informed. By booking on behalf of another person or persons you represent and warrant that you have obtained all required consent, acknowledgements and agreement to Oceah Oceah's Terms and Conditions. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and

that Oceah Oceah will under no circumstance be liable for errors or omissions in the information provided by you to complete a booking. By booking on behalf of another person or persons, you agree to assume all responsibility for equipment lost or damaged by those persons.

### **Right to Refuse Participations**

Oceah Oceah reserves the right to refuse participation of any group or individual, for any reason, at any time. In addition, at the sole discretion of Oceah Oceah staff, participation may be refused to any group or individual, with or without refund, who are deemed by Oceah Oceah staff to be intoxicated, at risk to themselves or others, a risk to the oceah Oceah equipment and/or behave in a fashion which jeopardizes the experience and enjoyment of other participants.

### **Errors & Omissions**

Oceah Oceah takes reasonable efforts to provide accurate and up to date information to potential customers and to participants. However, Oceah Oceah does not assume any liability for errors and/or omissions in any information provided.

### **Discounts & Promotions**

To be eligible for a group discount the transaction must be done before the experience on one credit card for the entire group and must be under one name for the sign-up process. Groups must make it clear, before the experience, which individuals are part of the group and wish to obtain the discount.

### **Gift Certificates Value**

Gift certificates retain their value for 2 years after the initial purchase date. After this time, they lose all value and can no longer be redeemed. Gift certificates purchased when HST (13%) was not paid, it must be paid by the person redeeming the certificate at the time of use. The receipt of payment should be kept and presented upon use of certificate.

### **Membership & Storage**

Customers purchasing storage space from Oceah Oceah are considered members of Oceah Oceah SUP club. All members must review and accept the terms and conditions during the registration process through the Oceah Oceah website. These documents can be found at the checkout in the booking process and at the footer of [www.oceahoceah.com](http://www.oceahoceah.com). Violations to the rules and policies will be met with relevant consequences depending on severity. Generally, the first offense will be responded to with a verbal or written warning. The second offense will be met with an official written warning. The third offense may be met with cancellation of membership and storage with no refund. In this case, the personal equipment of the offender must be removed from the premises within two weeks of the official notice. They must not enter the premises unless accompanied by a staff member. Oceah Oceah staff hold the right to cancel memberships immediately and without warning depending on the severity of the offence. Membership and storage in the future will be determined by Oceah Oceah staff and the severity and frequency of the offenses. Policies and membership rules may be

updated from time to time and it is expected that members review them on an annual basis upon registration. All sales are final.

### **Commitments**

Each accepted member must commit to the general policies, rules and operating procedures as set out by Oceah Oceah. Each member must partake in an initiation and briefing prior to storing equipment. The initiation will outline the general rules and etiquette. At this time, the members will be shown the rack and storage area allotted to them for the season. Members must always act in a safe and respectable manner whether on the water or on land. Members are expected to adhere to local laws, rules and regulations. Members must treat each other with dignity, inclusivity and respect and contribute to a safe, violence and harassment free environment. The Storage must be kept neat and orderly at all times.

### **Guest Policy**

Guests are only allowed if accompanied by the member and must sign a waiver and agreement on the Oceah Oceah website or in person. The waiver can be found in the footer section and can be completed online. Guests are not allowed to store their own equipment or take up any storage or rack space. Storing bags and personal equipment is allowed while on the water but must be kept neat and not interfere with the use of space by other members. Members are responsible for their guests and must ensure they follow all club policies, rules and safety procedures. Members must not share their booking code with others, as they are non-transferable. Oceah Oceah staff hold the right to refuse access to guest if they feel that it is not in Oceah Oceah's interest.

### **OUR ADDRESS**

Please send any questions or comments regarding [oceahoceah.com](http://oceahoceah.com) to:

#### **Oceah Oceah SUP X YOGA**

2912 Dundas St West  
Toronto, ON, M6P 1Y8  
Canada

Or email [jenifer@oceahoceah.com](mailto:jenifer@oceahoceah.com) or call 647-7051975.