



GO APE! BOOKING TERMS AND CONDITIONS

1. General Issues

- a. These Booking Terms and Conditions apply to the booking of the Go Ape Treetop Adventure course (the "Activities") and any ancillary products at the location set out in Go Ape's booking confirmation.
- 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 party 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 Go Ape.
- d. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by Go Ape (including any electronic documentation) shall be subject to correction without any liability on the part of Go Ape.
- e. Go Ape reserves the right to make changes to the Activities whether to conform with any applicable safety or other statutory requirements or otherwise.

2. Booking Confirmation

- a. No booking shall be deemed to have been accepted unless accepted in writing by Go Ape (which shall include Go Ape's email confirmation of booking).
- b. These Booking Terms and Conditions incorporate Go Ape's Privacy Policy, and Assumption of Risk and Release of Claims and Rules of Participation. You and each member of your party will be required to sign the Assumption of Risk and Release of Claims and Rules of Participation before being allowed to undertake the Activities.
- c. You must advise Go Ape as soon as possible of any mistake in Go Ape's booking confirmation. Go Ape shall use its commercially reasonable efforts to ensure that you and your party's participation commences at the time booked and it shall be the responsibility of each participant to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in such circumstances.

3. Safety

- a. The Activities comprise a challenging Treetop Adventure course and participation is not without risk as a fall could be fatal. All participants will receive detailed safety training from an instructor.



- b. Go Ape 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. After the safety briefing participants will not be directly supervised by an instructor. A participating adult must accompany all persons under 18 years of age.
- d. The Activities are physically demanding and require a degree of agility, strength and stamina. If participants are in any doubt as to whether they should attempt the Activities they are advised to walk the course before booking. If participants have medical concerns they are advised to consult with 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. Due to the physical nature of the Activities Go Ape recommends that pregnant women should not take part. Pregnant women who still wish to undertake the activities will be required to sign a disclaimer confirming that they are aware that there are risks to them and to their unborn child and that participation in the Activities is at their own risk.
- e. Participants need to be able to see similar distances to those required to drive a car in order to be able to complete the course and to supervise any persons under 18 years of age. Consequently, short or long sighted participants must ensure that they wear contact lenses or prescribed glasses.
- f. All participants are required to act responsibly and courteously at all times and to respect other participants. Go Ape shall be entitled to prohibit any person from undertaking or completing the Activities in the event it deems the behavior of any participant unsuitable.
- g. Participants must be dressed appropriately and Go Ape reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed.
- h. The Activities will remain open in most weather conditions (but not in circumstances of heavy winds, lightning, heavy ice or snow).
- i. No refunds or compensation will be payable by Go Ape 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.

4. Cancellations

- a. You shall be entitled to cancel or move your booking subject to Go Ape receiving your request for cancellation at least 72 hours before the booked start time. Any requests for cancellation must be made by telephoning the booking line at 1-888-520-7322. You shall be entitled to a full refund in the event of cancellation under this clause.



- b. Go Ape shall be entitled to cancel your booking at any time. In the event that Go Ape decides to cancel your booking it shall use its commercially reasonable efforts 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 Go Ape and in circumstances where your party has commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole), but shall receive a credit.

5. Group Bookings via Group Booking Contract

- a. In the event your booking is made via Go Ape's Group Booking Contract these Booking Terms and Conditions shall be subject to any special terms set out in the Group Booking Contract. In the event of any conflict between the terms herein and the terms set out in the Group Booking Contract the latter shall prevail.

6. Price and Payment

- a. Subject to any terms agreed in writing between Go Ape and you, our charges shall be calculated at our current rates and payment in full shall be due at the time of booking. All discounts and promotional codes must be given at the time of the booking. Payment may be made by debit or credit card either on line at www.goape.com or by contacting the booking line on 1-888-520-7322.

7. Refunds and Amendments

- a. Payments made by debit or credit card will be refunded to the same card or, if the card has subsequently expired, by check. Payments made by Gift Certificate will be refunded by the issuing of a replacement Gift Certificate for the same value.
- b. Where multiple forms of payment are used, Go Ape reserves the right to refund any monies due on a refund or amendment by credit, check or Gift Certificate.

8. Liabilities

- a. Except as otherwise provided in these Booking Terms and Conditions Go Ape 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. Except as otherwise provided in these Booking Terms and Conditions any liability of Go Ape shall be limited to the refund of any charges paid to Go Ape.



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.
- c. These Booking Terms and Conditions shall be governed by and interpreted in accordance with the laws of Maryland and Go Ape and you submit to the exclusive jurisdiction of the courts of Montgomery County, Maryland.