



## GENERAL TERMS AND CONDITIONS

### 1) Course participants and renters

- a) A participant is any person who has booked a course (bicycle, kayak, SUP, windsurfing, wing foil).
- b) The renter is the person who rents equipment (bicycle, kayak, SUP, windsurfing, wing foil).
- c) The lessor is the person who rents the equipment (bicycle, kayak, SUP, windsurfing, wing foil).

Anyone who is neither physically nor physically impaired and who can practice the sport (bicycle, kayak, SUP, windsurfing, wing foil) without endangering themselves or others is entitled to participate and rent. The prerequisite for participation in all courses (bicycle, kayak, SUP, windsurfing, wing foil) is the ability to swim in open water without aids for at least 15 minutes. For minors, the consent of the legal guardian is required.

### 2) Registration / withdrawal from the contract

Registration for the courses (bicycle, kayak, SUP, windsurfing, wing foil) must be in writing. The same applies to the conclusion of the rental contract. In the case of minors, the written consent of the legal representative must be provided for the legal declaration to be effective.

- a) When concluding the contract, a deposit of 25% of the course price/rental price must be paid.
- b) Withdrawal from the contract must be declared in writing.
- c) If the participant/renter withdraws up to 4 weeks before the start of the course/rental, the deposit will be refunded.
- d) If the participant/renter withdraws less than 4 weeks before the start of the course/rental, 25% of the respective course price/rental price will be retained if no replacement participant/renter is provided.
- e) If the participant/renter withdraws from the contract less than 7 days before the start of the course/rental, he or she must pay 100% of the course costs/rental fees unless a replacement participant is provided.

Mainpeak Watersports LDA reserves the right to withdraw from the contract without notice if force majeure occurs. Force majeure includes, among other things, strong winds, strong waves, strong currents, heavy rainfall or destruction of equipment (bicycle, kayak, SUP, windsurfing, wing foil) due to collisions or vandalism. Payments made by the participant/renter will be refunded in these cases. There are no further claims.

Participants who persistently disrupt a course, behave in breach of contract or intentionally endanger themselves and others can be excluded from further participation in the course - without entitlement to reimbursement of costs.

Mainpeak Watersports LDA acts only as an agent for accommodation. Cancellation of an accommodation booking is only possible under the conditions of the respective accommodation provider and must be processed through them.

### 3) Duty to cooperate

If any disruptions in performance occur, the participant is obliged to do everything reasonable to help resolve the disruption quickly and to keep any damage caused as low as possible.

### 4) Safety/Implementation conditions

The instructions of the instructor/renter must be followed without fail. There is a general obligation to wear life jackets during water sports activities and bicycle helmets during bicycle activities.

### 5) Duty of care

The safety and operational readiness of the equipment (bicycle, kayak, SUP, windsurfing, wing foil) is ensured by regular inspections. Nevertheless, the participant/renter is obliged to visually inspect the equipment before using

Mainpeak Watersports LDA  
Rua Rouxico, lote 334  
Moledo e Cristelo  
4910-258 Caminha  
Registo n°: 388/2024

[www.mainpeak-wing.com](http://www.mainpeak-wing.com)  
+351 933723039  
[office@mainpeak-wing.com](mailto:office@mainpeak-wing.com)

IBAN: PT50 0018 0003 6181 8597 0207 2  
BIC: TOTAPTPL  
NIF: 518025470

it. In the interests of everyone involved, every participant/renter is obliged to immediately report any damage discovered during the inspection or that occurs during the course/rental to the instructor/renter.

If the operational readiness of the equipment (bicycle, kayak, SUP, windsurf, wing foil) is no longer guaranteed due to non-compliance with the instructor's instructions or due to grossly negligent or even intentional behavior on the part of the participant/renter, the participant/renter is not entitled to compensation for the time lost in recording the facts and rectifying the fault.

#### **6) Liability**

Mainpeak Watersports LDA is liable for the conscientious preparation of courses and events, the careful selection and monitoring of service providers, the accuracy of the course description, the proper provision of the contractually agreed service and the conscientious implementation of inspections to ensure that the sports equipment is ready for use.

The equipment (bicycle, kayak, SUP, windsurfing, wing foil) is insured against liability. Personal injuries are limited to a coverage of 25,000 euros within the scope of liability insurance; property damage up to a coverage of 50,000 euros. If the damage caused verifiably exceeds these coverage amounts, the participant/renter is personally liable to the landlord for the amounts exceeding this in the event of his or her fault.

The participant/renter is obliged to report damage caused by himself or by third parties. The participant/renter undertakes to treat and use the equipment (bicycle, kayak, SUP, windsurfing, wing foil) as his own property and in accordance with the rules of good seamanship. The participant/renter is liable for damage (including loss and consequential damage) to the equipment (bicycle, kayak, SUP, windsurfing, wing foil) and equipment parts caused by the participant/renter's fault.

The instructor/renter accepts no liability for the loss of valuables, glasses, money and other items.

#### **7) Additional rental conditions**

Mainpeak Watersports LDA as the renter is entitled to refuse to hand over the equipment (bicycle, kayak, SUP, windsurfing, wing foil) if the renter does not have the necessary qualifications (e.g. VDWS license). The legal provisions applicable to the area of travel must be observed.

#### **8) Severability clause**

The invalidity of individual provisions does not result in the invalidity of the entire contract. The contracting parties undertake to replace any invalid provision, if possible, with a clause that corresponds to the presumed intention.

Caminha, 11.12.2024