

Terms and Conditions

In consideration of being allowed to participate in the Activities, and/or being permitted to enter the Premises and use the Facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, the undersigned, for myself, my spouse and/or for any accompanying minors as (or as the duly authorised agent of) their parent, legal guardian, custodian, hereby acknowledge, accept, agree and confirm the following terms and conditions:

Definition

1. In this Agreement, the meaning of the defined terms are as follows:

Activities	means indoor skiing/snowboarding/surfing activities, and any other sports, activities and events that take place at the Premises, including participating as a spectator of such sports, activities and/or events that take place at the Premises, or receive services such as lessons and instructions provided by FlowSki at the Premises.
Facilities	means the facilities, machines, property and equipment provided by FlowSki for use at the Premises.
FlowSki	Means, collectively, FlowSki International Limited and any and all of its affiliates and their respective directors, officers, employees, agents, representatives, owners, suppliers, invitees, volunteers, independent contractors, advisors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on their behalf.
Medical Conditions	means conditions, illnesses, diseases, chronic diseases, disabilities, allergies, recent operations, pre-existing injuries, heart diseases, pregnancy, respiratory diseases, high blood pressure and other illnesses, injuries, health problems and vulnerabilities of a customer that could increase the risk of participation of the Activities.
Premises	means the premises at 2/F Landmark South, 39 Yip Kan Street, Wong Chuk Hang, Hong Kong, or any other premises or locations where FlowSki operates its business.
We	means, collectively, the spouse of the undersigned and/or any accompanying minor as (or as the duly authorised agent of) their parent (or as the duly authorised agent of) their parent, legal guardian, custodian, and the terms “our”, “ourselves” shall be construed accordingly.

Fees

2. I/We agree that I/we am/are only entitled to take part in the Activities after payment of the fees in full.
3. I/We agree to the description of the membership details and fees, as well as the refund and cancellation policy of the Activities as set out in the website of FlowSki.

Assumption of Risk

4. I/We accept that the Activities are inherently dangerous and carry a high degree of risk both to the person and property. I/We fully realise and understand the dangers and risks of participating in these Activities and the impact of the types of potential injuries (including physical and psychological), the damage of which may be irreversible and long-term, that could result. Despite all known and unknown risks, I/We voluntarily choose to participate in the Activities and hereby expressly agree to assume all risks in connection with these Activities, for personal physical and psychological injury, including serious bodily injury, disability and paralysis death, or property damage.
5. I/We declare and certify that I/we are physically fit, healthy and have no Medical Conditions. I/We understand that pregnant women, infants below the age of 5, persons below the height of 120 cm, and persons with Medical Conditions are advised not to participate in the Activities in any way. Notwithstanding the aforesaid, I/we agree that FlowSki's representatives are not trained and qualified medical professionals and FlowSki has no obligation to detect any Medical Conditions or to prevent or desist any person with Medical Condition(s) from participating in the Activities if such person chooses to do so. I/We agree that it is my/our sole responsibility to determine whether I/we are physically fit, healthy and have the necessary skills and fitness level to participate in the Activities or to use the Facilities.
6. I/We authorise FlowSki to take all steps it considers reasonably necessary to protect my/our welfare in the event of injury, accident, emergency or illness during the course of participating in the Activities, during my/our presence at the Premises and/or during the or presence on the Facilities, including the administration of any medical treatment and ambulance transportation, and I/we also agree to indemnify FlowSki in respect of all costs associated with such medical treatment and related transportation.

Waiver and Release of Liability

7. To the fullest extent allowed by law, I/we hereby expressly and voluntarily waive and forever discharge and agree not to make any claims or bring any form of legal proceedings or arbitration against FlowSki and to release FlowSki from, any and all liability, for any direct or indirect loss, damage, tort, cost, expense, accident, emergency, illness, personal injury, including serious bodily injury, disability and paralysis, death or property damage, that I/we, my spouse and any accompanying minor may suffer, arising from or in connection with my/our or my spouse's any accompanying minor's participation in any of the Activities and/or my/our presence at the Premises and/or on the Facilities or due to any other cause whatsoever, whether or

not such direct or indirect loss, damage, tort, cost, expense, accident, emergency, illness, personal injury, including serious bodily injury, disability and paralysis, or death or property damage, is caused or contributed in whole or partly by the negligence or fault of FlowSki or any third party. I/We understand and intend that this assumption of risk and waiver of claims is binding upon my/our heirs, assigns, next of kin, executors, legal estate, administrators and assigns and representatives or those of my spouse and any accompanying minor.

Indemnity

8. I/We hereby expressly agree to indemnify, keep indemnified and hold harmless FlowSki against any and all direct or indirect loss, damage, tort, liabilities, costs and expenses (including legal fees) whatsoever that may be incurred and/or suffered by FlowSki, whether in contract, tort, negligence or otherwise, in respect of or in connection with any claims howsoever arising from, or in connection with, my/our breach of this Agreement and participation in any of the Activities and/or my/our presence at the Premises and/or use or presence on the Facilities.
9. I/We hereby expressly agree that FlowSki shall not be liable for any indirect or consequential loss including loss of profit, loss of business, business interruption or loss of business opportunity that I/we may suffer.

Recording of Activities & Data Collection

10. I/We agree my/our participation in the Activities may be recorded, stored, and used by FlowSki: (i) to assess and improve the training they provide; (ii) to evaluate and improve the Activities; (iii) for security reasons; and (iv) for marketing purpose. The use and distribution of the recordings with my/our images by FlowSki for the above purposes are hereby authorised.
11. I/We acknowledge and agree that FlowSki will collect and store my/our personal data including the information provided in the application/registration process, attendance and payments records, training records, and other relevant information provided by me/us during or outside of the Activities. I/We agree that the type of information FlowSki may collect includes without limitation my/our name, gender, home/work address, phone numbers, email address, physical and health conditions, and emergency contact information. I/We acknowledge, agree and authorise the use of such information for the purpose of managing registration and payments, newsletter subscription, future event invitation, promotional offers, other marketing initiatives of FlowSki, and the provision and evaluation of the Activities.
12. I/We understand that the persona data collected from me/us will be kept confidential and will only be shared by third parties involved in the provision of the Activities and the marketing initiatives of FlowSki (such as contractors who provide administrative, technology, marketing, payment and/or other support services). The recording of the Activities and collection of data will comply with applicable data protection laws and regulations.

Intellectual Property Rights

13. I/We acknowledge and agree that all intellectual property used for the provision of Activities belongs to FlowSki. This includes the intellectual property contained in training materials provided to you during or outside of the Activities.

General Rules

14. I/We agree that I/we will wear appropriate clothing and footwear while using the Facility. Appropriate clothing includes sportswear and workout outfit.
15. I/We shall not engage in any paid or unpaid training or instructions to other user(s) of the Facility without prior approval of FlowSki.
16. I/We confirm and agree that I/we have not consumed prior to, and will not consume during, my/our participation in any of the Activities, any alcohol, medications and all illicit drugs which would in any way impair my/our ability to safely participate in the Activities. If I/we use, consume or are under the influence of alcohol, medication or illicit drugs prior to or during my/our participation in any of the Activities or while at the Premises or on the Facilities, even in the event of negligence or fault by FlowSki and/or third parties, I/we hereby expressly agree to assume and accept to the full extent all such risks and actual personal injury, including serious bodily injury, disability and paralysis, or death, damage, tort, costs, liability, expense and loss resulting therefrom and agree to indemnify FlowSki in respect of any and all related damage caused to FlowSki or any third parties and any and all related costs, claims and liabilities.
17. I/We acknowledge that FlowSki operates under rules and regulations established by FlowSki from time to time for the safety and protection of its customers, and agrees to abide by such rules and regulations, as well as the rules and regulations subsequently approved and posted or otherwise published by FlowSki. I/We agree that such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice, in the sole and absolute discretion of FlowSki. I/We agree to abide by and follow all such rules and regulations and instructions given and requests and decisions made by FlowSki when participating in the Activities, while at the Premises and/or on the Facilities. I/We agree that under no circumstances shall I/we use the Premises and Facilities in any manner not authorized by FlowSki.
18. I/We agree that FlowSki has absolute discretion to disallow our participation in the Activities without refund if I/we breach any terms of this Agreement or the rules and regulations of the Activities, or if I/we engage in any behavior that FlowSki in its sole discretion considers adverse to the proceeding of the Activities.

Miscellaneous

19. This Agreement is personal to me/us. I/We agree that I/we may not transfer our rights and/or obligations under this Agreement to anyone else.
20. I/We agree that this Agreement shall continue to be legally enforceable unless expressly terminated by FlowSki and shall have full force and effect each and every time I/we visit FlowSki, the Venue, or any other locations where FlowSki operates. I/We expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the applicable laws and that if any portion hereof is held invalid, it is agreed that the remaining terms and provisions shall remain valid and in full force and effect.
21. I/We agree that this Agreement replaces and extinguishes all previous agreements between me/us and FlowSki, whether written or oral, relating to the Activities.
22. I/We agree to accept that these terms are governed by and construed in accordance with the laws of Hong Kong. I/We also accept the exclusive jurisdiction of the court in Hong Kong Special Administrative Region in relation to any dispute that may arise in connection with these terms.
23. By signing this Agreement, I/we confirm that I/we have been given reasonable opportunity to read and understand the entire Agreement and consult legal counsel (or have voluntarily waived our rights to do so). I/W knowingly and voluntarily agree to be bound by all terms and conditions set forth in this Agreement.

Signed and agreed by, for myself, my spouse and/or any accompanying minor as (or as the duly authorised agent of) their parent (or as the duly authorised agent of) their parent, legal guardian, custodian:

Name:

Date: