

## **TERMS & CONDITIONS:**

These are the Booking Conditions applicable to activities with PT Jempol Bali trading as 'ThumbsUp Surf' and should therefore be read carefully. Should any part of these conditions become invalid or unenforceable this will not affect the validity of the remainder of these conditions.

### **ACTIVITIES CONTRACT:**

Your contract is with ThumbsUp Surf. The person booking lessons must read and accept these Booking Conditions. In the case of a group booking the group leader must have the authority to book on behalf of everyone in the group. The lead name will be responsible for the full cost of the activities including insurance premiums, cancellations and amendment charges. No booking contract exists between ThumbsUp Surf and the client until the booking has been confirmed in writing. Once a booking is made, there is a contract and payment obligation, full payment (see prices) and cancellation policy will apply as of immediate effect. We reserve the right to refuse to accept bookings in our absolute discretion without stating the reason for doing so. Please inform us immediately if there are any discrepancies in the costs or details of your booking.

### **PRICES:**

All prices are in Indonesian Rupiah, and are per person per activity, or per person for the number of activities stated in a package purchase. Once a booking has been made discounts cannot be applied retrospectively. Full payment must be made at the time of booking. Once the confirmation has been dispatched, payment is non refundable.

### **RE-SALES:**

ThumbsUp Surf will not accept bookings that are meant for re-selling with lower, equal or larger profits than what we offer on our website. If any of these bookings occur without giving us notice or our written approval, we are able to cancel the booking at anytime and claim full compensation of the booking with the value of what has been booked with us according to our website prices. Similar bookings forthcoming out of one of our agency's are subject to this policy. Re-sales are restricted to our own appointed agencies that we have selected.

### **CANCELLATION OF ACTIVITIES:**

If you are obliged to cancel your booking you should write to ThumbsUp Surf immediately. Booked activities are non-refundable but may be exchanged for a different time and date if notice is given earlier than 24 hours before lesson start time. Cancellation of lessons with less than 24 hours notice will not be refunded and cannot be exchanged for a different time and date.

### **CANCELLATION OF LESSON BY THUMBSUP SURF:**

ThumbsUp Surf scheduled departure except for reasons of 'force majeure' which include war, political unrest, strikes, acts of God, epidemics, natural and technical disaster, closure of ports and aircraft or unless the clients default in the payment of the balance of activities. In

circumstances where we are unable to provide the activities you have booked, we will return to you all monies paid, or offer you alternative activities of similar standard. Alterations to activities by ThumbsUp Surf: It is unlikely that we will have to make any changes to your activities, but occasionally small changes may be made, which we reserve the right to do at any time. Most of these changes are minor and we will advise you at the earliest possible date.

#### **INSTRUCTORS:**

All of our Instructors are qualified in CPR, Surf Lifesaving, and certified by ASI. Unqualified instructors & freelance instructors are employed by ThumbsUp Surf, but only in an assisting role and always under the supervision of a qualified instructor.

#### **EQUIPMENT:**

Thumbsup Surf provides quality surf equipment for their customers during lesson times. Surf equipment is included in the price of the lesson and includes the following: surf board, fins, leash, & lycra rash shirt. Thumbsup Surf customers are responsible for damage to their equipment whether by transport, impact, accident, or negligence. Customers agree to bear the expense to repair or replace damaged, broken or lost equipment. Customers may request a receipt for equipment repair/replacement. Customers may bring their own surf equipment to lessons provided that all of their equipment is in good working condition, and that their equipment will not be an unnecessary hazard to themselves or others.

#### **ACTIVITY TERMINATION AND INDEMNITY:**

While participating in ThumbsUp Surf, clients are expected to behave in an orderly and acceptable manner and are expected to accept responsibility for their own conduct. Should their behaviour threaten the condition of the accommodation or vehicles or seriously impair the enjoyment of other customers, ThumbsUp Surf reserves the right to refuse to further accommodate the guilty party and contractual obligations will be terminated. The guilty party will be liable for the cost of any damage caused.

#### **MEDICAL CONDITIONS:**

It is the responsibility of the parent or guardian agreeing to these terms and conditions, to notify PT Jempol staff (in writing) of the following:

Pre-existing medical conditions such as (but not limited to) a heart condition, high blood pressure, low blood pressure, or any other condition that may be aggravated by strong physical exercise. Any allergies to food or medication.

Due to the nature of these activities, PT Jempol Bali trading as 'ThumbsUp Surf', cannot be held responsible for injuries incurred during or after the activity or activities. Although Management and Staff strive to prevent injuries in every way possible, the human factor in participation cannot be controlled with such activities. I understand and acknowledge that my participation in ThumbsUp Surf activities poses known risks and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to my child, to property, or to third

parties. I understand that such risks cannot be eliminated without jeopardising the essential qualities of the activity.

**ACCEPTANCE OF TERMS & CONDITIONS:**

1.) In consideration of the services of ThumbsUp Surf, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf. I hereby agree to release, indemnify and discharge PT Jempol Bali on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate from any and all claims for damages or death, personal injury or property damage which I may have, or which may subsequently accrue to me, as a result of participating in this activity or activities.

2.) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity or activities is purely voluntary, and I elect to participate in spite of the risks. I further acknowledge that I accept full responsibility for any minor children for whom I am parent, Legal guardian, group leader or otherwise responsible and will ensure their safety, and my own.

3.) I certify that I (or my child participating in this activity) have adequate insurance to cover any injury or damage I (or my child) may cause or suffer while participating, or else I agree to bear the costs of any such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I (or my child) may have. By booking with ThumbsUp Surf, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ThumbsUp Surf on the basis of any claim from which I have released them herein. I have had ample opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.