

# LAS PALMERAS TERMS & CONDITIONS

Doing our best to ensure you have a wonderful, safe trip!

All tickets, vouchers and other documents relating to transport, accommodations or other services and facilities (hereinafter referred to as the "Travel Services") are issued by Mulcoy Travel on behalf of Las Palmeras Surf Camp. and are issued subject to these terms and conditions and those of the principals. You expressly acknowledge and accept that Mulcoy Travel is an independent entity, not controlled by or the agent of Las Palmeras Surf Camp.

Mulcoy Travel & Las Palmeras Surf Camp desires to coordinate your holiday arrangements in a satisfactory manner and we expressly limit our liability for any liability for, but only to the extent if, any loss or damage, whether economic, personal injury or death, sustained by you is entirely the result of our gross negligence.

However, Mulcoy Travel & Las Palmeras Surf Camp does not accept any liability of whatever nature for the acts, omissions or defaults, whether negligent or otherwise, of Las Palmeras Surf Camp, airlines or others providing services in connection with your holiday pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a reservation, ticket, voucher, coupon or the like) and over whom Mulcoy Travel & Las Palmeras Surf Camp have no direct or exclusive control.

Mulcoy Travel & Las Palmeras Surf Camp does not accept any liability in contract or in tort for any personal injury, death, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, including, but not limited to, war, civil disturbance, fire, criminal activity, floods, unusually severe weather, acts of Government or any authorities, accidents to or failure of machinery or equipment, or your failure to obtain a passport, visa or proper vaccinations or to comply with applicable laws and regulations.

Except where otherwise stated in writing, a deposit is due within 7 days of booking confirmation. The balance of the total cost is due no later than 30 days prior to departure. All prices are quoted as "Cash Prices." Payment by Visa, MasterCard, American Express or Discover will be subject to a 2.5% processing fee per transaction.

Mulcoy Travel & Las Palmeras Surf Camp shall not be liable in the event, due to climatic conditions, that satisfactory surf is unavailable or that surf is of too great a magnitude for a client to participate in such activities. Clients are required to comply with the instructions of Las Palmeras Surf Camp at all times. No clients shall remain on a tour while their status or mental or physical condition is, in the opinion of Las Palmeras Surf Camp, such as to render them incapable of caring for themselves and nor shall any client make themselves objectionable to other clients or become a hazard to themselves or other clients and Mulcoy Travel & Las Palmeras Surf Camp will not be responsible for expenses by such persons precluded from completing the tour for these reasons.

Travel insurance is strongly advised to cover loss of deposit, cancellation fees, baggage and medical expenses. Travel insurance may also cover monetary loss due to unexpected trip interruption beyond your control. Travel insurance is MANDATORY for travel to Indonesia and the Maldives. Proof of insurance is required for Indonesia and the Maldives. Mulcoy Travel is not an insurance broker and has no control over the terms, conditions and issuance of the travel insurance and disclaims any representations regarding the availability of and coverage afforded under any such insurance policy. Client is solely responsible for obtaining travel insurance and comprehending the terms and conditions of the travel insurance. Las Palmeras Surf Camp shall have the right to cancel or alter any itinerary without notice as may be found necessary and to decide the suitability or otherwise of climatic conditions, sea or other conditions for the normal performance of the tour. Any additional personal expenses incurred as a result of delay including delay from mechanical breakdown will be the responsibility of the client.

Costs included in the price for the tour shall be limited to those stated on the invoice. Client shall be responsible for all other costs, including, without limitation: excess, oversized or sporting equipment baggage fees; personal spending money; travel insurance; airport taxes; customs and duties; passport and inoculation costs; personal meals and beverages and gratuities.

**WARNING:** Surfing, hiking and other recreational activities involve inherent and other risks of injury and death. Ocean and land conditions vary constantly because of weather, changes and surfer/hiker use. Variations in ocean and land terrain, rocks, reefs, bottom contour, stumps, forest growth, and debris, (all of which may be hidden from view), vehicles, and other machinery and other natural and manmade obstacles and hazards may exist throughout the area. You must assume the risks of personal injury and death related to participation in surfing and recreational activities while on the tour.

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN OR IN CORRESPONDENCE BETWEEN Mulcoy Travel AND CLIENT, UNDER NO CIRCUMSTANCES SHALL Mulcoy Travel & Las Palmeras Surf Camp, OR ITS RESPECTIVE PARENTS, SUBSIDIARIES, PARTNERS, REPRESENTATIVES, VENDORS, AGENTS, AFFILIATES, LICENSORS, SPONSORS AND ADVERTISERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE SURF TOUR OR USE OF THE WEBSITE (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

**Governing Law:** Client and Mulcoy Travel agree that these terms and conditions, or any claim, dispute or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law and equitable claims) between client and Mulcoy Travel arising from or relating to these terms and conditions, interpretation thereof, or the breach, termination or validity thereof, the relationships which result from the tour, advertising by Mulcoy Travel, or any related purchase shall be governed by the laws of the State of California without regard to conflicts of laws rules.

**Binding Arbitration:** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CLIENT AND Mulcoy Travel, its respective agents, employees, principals, successors, assigns, or affiliates arising from or relating to these terms and conditions, interpretation thereof, or the breach, termination or validity thereof, the relationships which result from the tour (including, to the full extent permitted by applicable law, relationships with third parties who are not parties to these terms and conditions), Mulcoy Travel's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) under its Code of Procedure then in effect. The arbitration will be limited solely to the dispute or controversy between client and Mulcoy Travel. NEITHER YOU NOR Mulcoy Travel SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER Mulcoy Travel CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

**Miscellaneous:** These terms and conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of these terms and conditions is held to be invalid or unenforceable, such provision shall be modified or eliminated to the minimum extent necessary and the remaining provisions shall be enforced. These terms and conditions constitute the entire agreement between the parties hereto, and supersede any other agreement, promise, or practice between the parties relating to the subject matter hereto. No waiver by either party of any right hereunder shall constitute a waiver of this or any other right.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_