

## Reservation and Cancellation Policy

The following general terms and conditions have been set out to create a safe and enjoyable experience for all our guests at Rise Up Surf Nicaragua. Please take the time to carefully read the following general terms and conditions. By reserving and/or booking your stay, you agree to these bilateral respective rights and obligations set out here. The following general terms and conditions apply to any commercial relationship between the company Rise Up Surf Nicaragua and you, the customer. The following names and terms herein have the meaning defined below: Company: Rise Up Surf Nicaragua Customer: guests / client / participant

### 1. Contract Closing and Reservation

#### Contract Closing

In order to review reservations in the case of a misunderstanding, reservation requests must be submitted in written form via the reservation form on our website. The contract between Rise Up Surf Nicaragua and the guest is effective when the reservation confirmation has been sent from Rise Up Surf Nicaragua to the guest, who implicitly accepts the general terms and conditions of Rise Up Surf Nicaragua by submitting the guest registration form. The reservation is complete once the deposit of USD150 per guest has been received. All deposits must be paid by credit card.

#### Reservations

- All reservations are subject to availability
- Unconfirmed or unanswered replies to email correspondence replying to inquiries, requests or reservations including reservations with unpaid deposits will be cancelled after 7 days to provide the company with the opportunity to resell the space.
- All requests and reservations are subject to the prices and conditions at the moment of booking, as given on the website of Rise Up Surf Nicaragua ([riseupsurf.com](http://riseupsurf.com))
- If the booking is made for the following year, prices and services stated on the invoice apply and may differ from those given on the website

- All additional services and extras (e.g. surf board rentals or private photography or special meal planning) are to be stated on the registration form.
- The minimum age for booking without written parental consent is 18 years. However, teenagers can stay with us if accompanied by parents or guardians.
- State of health / physical fitness: With the reservation, the client confirms that he/she is physically fit and does not have any pre-existing conditions or injuries that could be affected by surf activities. To participate, swimming skills and physical fitness are required. If you have any doubts, contact your doctor before making a reservation.

## 2. Insurances and Travel Documents

International travel to and from Nicaragua is not included in the package prices and is the responsibility of the client. We **highly recommend** travel insurance to cover cancellation and injury. Travel documents: Each guest is responsible for the procurement of necessary travel documentation such as a passport. This will need to have a validity of at least 6 months to enter Nicaragua. Please contact your local embassy if you have any concerns regarding the Nicaraguan entrance requirements.

## 3. Payment Conditions

### General

Guests received the reservation confirmation containing the invoice, payment must be made according to the below conditions: Invoices, which are made payable prior to the arrival of the customer:

- To confirm your reservation we ask for USD150 deposit. The amount of deposit is non-refundable but is transferable to another booking and does not expire.
- Payments made via credit card have a 7% surcharge added by our bank here in Nicaragua. Payments can also be made via international bank transfer (details will be sent along with the invoice)
- The final payment is due upon the arrival, we accept both cash and credit card.

- For payments via bank transfer we also require a valid credit card number in the case of cancellation with all the cancellation details highlighted below.

#### 4. Cancellations and Rebooking

##### Cancellation and Rebooking by the Customer

Unfortunately, due to several last minute cancellations in the past, we have been forced to implement the following cancellation policy. Every cancellation or rebooking request must be submitted in written form via email. In case of cancellation, the following cancellation fees may apply, depending on the date of cancellation. The receipt of the cancellation notice is the definition of the cancellation period. **From 4 weeks to 2 weeks prior to date of arrival:** A 50% cancellation fee based on the total value of the booking will be charged. **Later than 2 weeks prior to date of arrival/ no-shows or early departure:** 100% cancellation fee based on the total value of the booking. Customers who want to cancel their booking have the right to assign a replacement person, who fulfills the conditions set out in these general terms and conditions.

##### Cancellation by the Company

Rise Up Surf Nicaragua reserves the right to resign from a contract under extraordinary circumstances: If the booked service and/or arrangement can not be provided due to force majeure (e.g. epidemics, storms, catastrophes, strikes, political unrest, war, terrorism, staff illness etc), or if certain conditions present unacceptable danger to the participant, the company has the right to cancel the contract with immediate effect. Payments already made by the customer will be refunded within two weeks of the cancellation.

#### 5. Pricing and Services

Prices and services are subject to change. The customer will be charged the rate specified on the Rise Up Surf website at the time of booking – the reservation confirmation and invoice will outline the package and current rates. Rise Up Surf Nicaragua reserves the right to change its prices without prior notice, if conditions change (e.g. newly introduced or changed fees of third party providers, governmentally imposed price regulations and currency fluctuations). Rise Up Surf Nicaragua reserves

the right to change its offer or individually agreed services due to extraordinary circumstances (e.g. force majeure, governmental regulations, delays of third parties, weather and oceanic conditions). If any essential contract paragraph is changed, the customer will be informed immediately. Guests are responsible for all international travel fees.

## 6. Disclaimer

### General

Customers participation in any of the Rise Up Surf Nicaragua services, activities or any other arranged event is at the customer's own risk. The customer releases, waives and holds harmless the company, its offices, agents and/or employees from all claims, losses, damages, commitments, expenses (including legal costs) during or in conjunction with his/her participation in activities conducted and organized by Rise Up Surf Nicaragua, which may arise from, but are not limited to any injury, accident, illness, death, material damage or personal damage to the customer or to others. Rise Up Surf Nicaragua is not responsible for the theft of valuables, delays, traffic obstructions and any related expenses that may result from such circumstances. The customer also indemnifies Rise Up Surf Nicaragua its officers, agents and/or its employees against all claims, losses, damages or expenses that any one or more of his/her executors, administrators, heirs, next of kin, successors or assignees may have in conjunction with his/her participation in activities conducted and organized by Rise Up Surf Nicaragua, and against any costs including legal fees that may incur as a result of any such claims, losses damages or expenses whether valid or not. It is the customers' responsibility to inform the company about any chronic diseases or illnesses prior to arrival. The customer accepts all risk and will not hold the company responsible for any health impairments resulting from his/her chronic disease or illness. Accidents or injuries of any kind or origin (surfing, driving, falling, etc.) are beyond influence and the company cannot be held responsible. Unutilized items of a package are nonrefundable. **The customer will be responsible for any damage caused to equipment that belongs to the company (SURF BOARDS, sheets, cameras, fishing equipment etc.)** and will be charged a repair or replacement fee. Please note that temporary tattoos and colored sunscreen can permanently stain bed sheets and towels, if stains cannot be removed, the guest will be charged a replacement fee.

## Surfing

Rise Up Surf Nicaragua values customer safety and adheres to strict safety standards. Its employees attend regular safety, first aid, International Surfing Association instructor courses, as well as internal coaching and training. By providing qualified drivers, trained surf-coaches and carefully choosing the surf spots according to the surf level of the participants, Rise Up Surf Nicaragua minimizes the risk of accidents and injuries. Rise Up Surf Nicaragua cannot be held responsible for any accidents or injuries that may occur while participating in surf activities. The customer accepts all costs for medical care and therefore should ensure they have international medical insurance. Please remember to check your travel insurance policy to ensure it covers activities such as surfing, driving in boats and hiking volcanoes. The customer is responsible for any damage and loss of property or equipment of Rise Up Surf Nicaragua (for example rented surf equipment). Repair or replacement fees will be paid by the customer prior to their departure. Rise Up Surf Nicaragua cannot be held responsible for poor surf conditions, therefore your arrival signifies the start of your 'surf-guided tour', regardless of the conditions, including possible non-surf days. There may be days with poor waves, too big of a swell, strong wind or thunderstorms. These are factors that we can neither predict nor influence. We will do our absolute best everyday to find great surf breaks and quality waves. Rise Up Surf Nicaragua is not responsible for services provided by third parties. For example, the power company or transport services not booked with our reliable transport providers.

## 7. Exclusion of Participation

The participant is obligated to follow the instructions of the company staff. If the customer conceals physical and/or health issues, is unfit, acts irresponsibly and/or causes disruptions that endanger the provision of the service and/or the health of other participants, the image of the company, its reputation and its employees or equipment the customer can be excluded from the participation of the Rise Up Surf Nicaragua offer after an initial warning. If the situation arises, the contract will be terminated without further notice, already paid costs are nonrefundable and incurring costs are to be paid by the customer.

## 8. Risk

Sport and adventure activities, especially on or in the ocean such as surfing or boating, carry with them some degree of risk. Each participant must carefully judge whether his/her state of health and fitness level permit them to undertake such an activity under the prevailing conditions. The customer consents to at his/her own cost receive medical treatment deemed necessary by Rise Up Surf Nicaragua in the case of injury, accident or illness during the course of undertaking a surfing lesson or taking part in any other activities associated with surfing lessons, boat trips, horse riding, stand up paddle boarding, hiking a volcano or volcano boarding and also agrees to indemnify the company in the respect of such medical treatment.

#### 9. Data Usage and Protection

On occasion we will produce promotional items such as brochures, calendars, websites, films, etc. Therefore, the customer agrees that he/she may be photographed and/or filmed during his/her stay and/or activities in connection with Rise Up Surf Nicaragua and also agrees that Rise Up Surf Nicaragua may use such recordings for promotion and/or advertising purposes without any prior consent. The customer agrees that his/her personal data may be used by the company for marketing and market research purposes. The company assures that all personal data will be treated confidentially and not be transferred to any third party other than necessary to fulfill the booking or deliver the requested service. The customer can terminate this agreement at any time in written form via email. In that case, the personal data and/or footage will not be used for market research purposes.

#### 10. Ineffectiveness of Individual Provisions

The ineffectiveness of individual provisions of the contract or of the general terms and conditions does not affect the validity of the remaining provisions.