



TERMS & CONDITIONS

Diamond Island Eco Resort

The Customer

The person whose name and other particulars appears below hereby applies to participate in activities and stay at Diamond Island Eco Resort on the dates shown below (in this document that person is described as "the Customer").

Risk Acknowledgement

The Customer acknowledges that there are inherent dangers both apparent and hidden associated with surfing and associated activities provided by Diamond Island Eco Resort. The Customer's participation in surfing and other associated activities may involve injury.

Loss, Damage Or Injury

To the full extent permitted at law, Diamond Island Eco Resort is excluded from any liability to the Customer and will not be responsible for any loss, damage or injury to the Customer arising from or connected with any activity conducted by Diamond Island Eco Resort no matter how that loss, damage or injury is caused. In particular, Diamond Island Eco Resort is not responsible for any loss or damage to a Customer arising from or relating to:-

- the Customer's failure or refusal to obey an instruction from an instructor or staff
- any medical or psychological or mental condition of the Customer as the date of this contract. Furthermore, Diamond Island Eco Resort is not responsible for loss or damage to the Customer or any of the property of the Customer arising from any negligent act or omission of Diamond Island Eco Resort or any person for whom Diamond Island Eco Resort is responsible.

Physical Conditions

The Customer acknowledges and agrees that Diamond Island Eco Resort has no control in respect of weather, surf or other physical conditions during any surf camp. Diamond Island Eco Resort is accordingly not liable for any loss, damage, inconvenience to any Customer or any property of any Customer arising from all or any of these factors.

Customer Property

Each Customer is solely responsible and liable for safekeeping of all the property of the Customer. Diamond Island Eco Resort has no responsibility for any loss through theft, breakage or otherwise of any property of any Customer.

Termination

Diamond Island Eco Resort reserves the sole and exclusive right to decide whether beach conditions, weather or other factors make any particular activity unsafe or inadvisable and may terminate any booking at any time for any reason without refund.

Refusal

Diamond Island Eco Resort reserves the sole and exclusive right at its absolute discretion to refuse any person, including any Customer, for any reason to participate in any activity at Diamond Island Eco Resort whether that person has previously paid or not.

Equipment

Where Diamond Island Eco Resort supplies equipment to any Customer Diamond Island Eco Resort gives no warranty as to the condition or fitness of such equipment but will use its best endeavours to ensure that adequate equipment is made available. The Customer will pay for all damage to equipment provided by Diamond Island Eco Resort

Directions & Instructions

The Customer must obey all directions and instructions from Diamond Island Eco Resort staff and must not disturb other participants or interfere with the instructors' ability to conduct the activities in a safe and secure manner.

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Property

No Customer must damage, deface or remove any object from any beach or any of the equipment at Diamond Island Eco Resort.

Removal

Diamond Island Eco Resort reserves the absolute right at its discretion to remove from any Customer who does not comply with these terms, without refund.

Inspections

Diamond Island Eco Resort reserves the right to inspect any bag or other container brought to Diamond Island Eco Resort by any Customer.

Drugs & Alcohol

No Customer is permitted to bring any drug or alcohol to Diamond Island Eco Resort without the express prior written permission of Diamond Island Eco Resort

Basic Requirements

The basic requirements for all Customers are that they must be able to swim and must be 18 years of age and over (or be accompanied by responsible adult) , be of sound mind and in good health. Diamond Island Eco Resort reserves the absolute right at its sole discretion to require any Customer to undergo any test to assess whether the Customer is capable of participating in Diamond Island Eco Resort activities.

Medical Conditions

The Customer hereby declares that the Customer does not suffer from any medical condition which may prevent the Customer undertaking Diamond Island Eco Resort activities, including but not limited to acrophobia, epilepsy, dizziness, limb or back injury, angina or other heart condition, severe or uncontrolled asthma, visual impairment, depression or recovering from recent surgery.

At Own Risk

Each Customer participates in each activity at his or her own risk.

Breath Test

No Customer will be permitted to participate in a activity at any time if their blood alcohol concentration is 0.05% or greater or if they are under the influence of any drugs legal or otherwise. Diamond Island Eco Resort reserves the right to perform a breath test on every Customer and should a Customer refuse to be breath tested then Diamond Island Eco Resort reserves the absolute right at its sole discretion to refuse that Customer permission to participate in any activity, without refund.

Cancellations

Diamond Island Eco Resort reserves the right to cancel any trip in which case a full refund will be made. Non-attendance or cancellations less than 28 days prior to trip commencement – no refund will be given. Any change of date later than 28 days prior to trip commencement - 50% refund will be given.

Personal Information

All personal information including name, contact number and email address is used solely for the purpose of the booking Diamond Island Eco Resort and will not be disclosed to anyone outside of Diamond Island Eco Resort.

Validity

Cancellations of 'earlybird' or other discounted offers are non-refundable. Tickets are valid for travel within 12 months from original date of purchase and are non-transferable.

Travel Insurance

All customers are to have full cover travel insurance. The insurance is to include medical and evacuation and cover all extreme sports at a minimum. The person who has made the booking on behalf of other people is to be responsible for ensuring all customers have adequate insurance. The person who made the booking and all persons of their group will not hold Diamond Island Eco Resort responsible for any travel or medical cost if it may arise.