

Terms of Service and Liability Waiver | Floating Surf Resort

Take a moment to read through our Terms of Service and Liability Waiver.

By proceeding with a deposit or booking with the Floating Surf Resort, you acknowledge and agree to the terms of this liability waiver. You hereby release the Floating Surf Resort, its owners, and any affiliated property from all liability. This agreement applies to all potential claims, damages, and responsibilities that may arise from your stay.

Cancellations and Refunds

The Floating Surf Resort reserves the right to cancel a person's accommodation without a refund and request their immediate departure due to inappropriate behavior. Examples of such behavior include, but are not limited to:

- Vandalism or destruction of property
- Verbal abuse or disrespect towards staff or guests
- Physical violence or threats
- Engaging in dangerous activities that may harm oneself or others
- Use or possession of illegal drugs or substances
- Lewd or inappropriate conduct
- Theft or attempted theft
- Harassment of any kind
- Disregarding safety regulations or resort policies

Refunds are managed solely through travel insurance providers, covering eligible circumstances like missed accommodations due to medical issues, severe weather, natural disasters, terrorism, financial default, work obligations, pandemics, political situations, jury duty, flight delays affecting arrival at or departure from our resort, or other things out of our control. We strongly encourage guests to secure travel insurance to protect against unforeseen interruptions.

The Floating Surf Resort can withdraw a booking if full payment is not received two weeks before the arrival date.

The Floating Surf Resort does not provide refunds for any part of a trip due to injury, illness, unlawful behavior, unfavorable surf conditions, or homesickness.

Travel Schedule Adjustments

If you need to adjust the dates for your stay at The Floating Surf Resort, please let us know as soon as possible.

Notice Period: Changes requested 60 days or more before your scheduled trip for the same calendar year are free of charge and subject to availability.

Late Changes: Changes requested within 59 days of your trip will incur a fee of 50% of the booking total, as we are often unable to fill these spots on short notice.

The Floating Surf Resort reserves the right to adjust travel schedules in response to weather conditions, safety considerations, or unforeseen circumstances outside of our control. These changes are made to ensure the well-being and safety of our guests and staff.

Liability

The Floating Surf Resort shall not be liable for any extra expenses incurred by clients due to delays or disruptions caused by circumstances beyond our control, including but not limited to natural disasters, war, civil unrest, terrorism, or other acts of God. In the event of such delays, clients will be responsible for any additional costs that may arise, such as extended transportation fees for drivers or other service providers. We recommend that clients prepare for potential disruptions and plan accordingly.

The Floating Surf Resort is not responsible for the actions of its guests. We will not be involved in any legal matters related to criminal activities, drug use, or any actions that contravene the law,

both in the guest's country of origin and in Indonesia. Guests are fully responsible for their own behavior and any legal consequences that may arise from their actions during their stay.

Guests Responsibilities

Guests of the Floating Surf Resort must ensure that their passports have at least six months of validity from the date of arrival along with at least two blank pages for arrival and departure stamps in the back of their passport. The Floating Surf Resort will not be held responsible for any matters related to immigration or visa validity. Under no circumstances will the Floating Surf Resort extend a visa, and we will not be held liable for any overstay penalties. Guests are fully responsible for ensuring that their travel documents are in order and comply with the entry requirements of Indonesia.

The Floating Surf Resort recommends that all guests obtain travel insurance, and it is each guest's responsibility to arrange their own coverage. Additionally, we strongly advise guests to consult with their healthcare provider prior to departure to ensure they have any recommended vaccinations or medications.

The Floating Surf Resort recommends all guests check all safety issues, travel warnings, information and advisories related to entering Indonesia before departing their country of origin.

Check-In Requirements

Upon arrival at the Floating Surf Resort, guests are required to present a copy of their passport (both front and back), a copy of their visa, and their entry stamp. Failure to provide these documents may result in the administration retaining the passport temporarily for compliance checks with local government authorities. Passports will be returned to their respective holders within one to two days. Please note that all guests entering the Banyak Islands must adhere to this requirement.

Medical Disclaimer

The Floating Surf Resort does not provide medical care, including bandages, medications, or other medical supplies. While our team will make every reasonable effort to assist guests in obtaining necessary medical care, we cannot assume responsibility for medical services or place ourselves or other guests at risk in the process. Guests are encouraged to travel with personal medical supplies and insurance for unforeseen health needs.

Personal Belongings and Liability

The Floating Surf Resort is not liable for any loss, theft, or damage of personal items, including but not limited to clothing, equipment, and electronic devices. Guests are responsible for securing their belongings and are encouraged to use surge protectors for electrical devices. The Floating Surf Resort is not liable for any Internet or computer-related issues during the booking process.

Assumption of Risks

Surfing is an inherently dangerous sport, and participants accept that serious injuries, including the risk of death, may occur. Guests acknowledge and accept these risks, especially given our remote location, which may limit immediate access to advanced medical care. While we are committed to supporting guests in obtaining necessary medical assistance should an emergency arise, The Floating Surf Resort assumes no liability for any outcomes resulting from participation in surfing or related activities.

Additional Information

All guests, if under 18, must be accompanied by a parent or guardian.

The Floating Surf Resort is not responsible for third party agreements that affect your trip.

The Floating Surf Resort reserves the right to change the Terms and Conditions at any time.

Severability and Waiver

Severability

If any part of these Terms is found to be invalid or unenforceable, that provision will be modified and interpreted to fulfill its intended purpose as closely as possible under applicable law, while the remaining provisions will continue to be fully effective.

Waiver

Except as outlined in this document, failure to exercise a right or enforce an obligation under these Terms will not affect a party's ability to exercise that right or enforce that obligation in the future. Additionally, waiving a breach does not waive any subsequent breaches.

If you have any questions regarding these Terms and Conditions or require further clarification, please feel free to contact us directly. We are here to assist you and ensure a clear understanding of our policies.

The Floating Surf Resort

I _____ acknowledge and agree to the terms and conditions
print full name

outlined above, including the release of The Floating Surf Resort from any liability for theft,

damage of personal belongings, and any personal injury or other incidents that may occur during

my stay. _____
sign full name current date