



any accommodation, camp or course provided by the companies Poetikempire Unipessoal, Doce Atmosfera Lda and or Wakesalinas. along with the provision by us of any Services offered to and used by Guests. Poetikempire Unipessoal, Doce Atmosfera Lda will be referred to as the companies.

## **NOTICE OF RISKS**

Watersport can be Hazardous Sports Activities (high risk) sport; there is a risk of injuring yourself and /or others. The customer has to act according the instructors without exception. Poetikempire Unipessoal, Doce Atmosfera Lda. will not be held responsible for any person and damages to property as a result of negligence. Poetikempire Unipessoal, Doce Atmosfera Lda will further be referred to as the companies. You must ensure that the details provided by you on registration or at any time are correct and complete.

Good swimming skills (15.0min in open water, without buoyancy aids) and a fair amount of fitness are essential for taking part. Customers participating in a course must expect to be involved in adventurous and sometimes strenuous activities. Although prior experience and/or training are not necessary on all courses, customers are expected to be in good general health. The customer must declare that there is no demur carrying out watersports from a medical point of view. The customer must ensure him/herself that taking part in the course/activity is within his/her own capabilities. The companies reserve the right to refuse a booking on medical grounds if it is considered to be a risk to their safety and smooth running of the course. We suggest contacting a doctor before your trip in case of possible discomfort.

For taking part in the camp/course alone you have to be over eighteen years of age. Any customer under the age of 18 years must have the written permission of his/her parent or guardian before being able to take part in any course offered by the companies. The parent hereby declares his child mature and liable enough to participate in the course or camp. The companies do not take over any duty of supervision. The parent or guardian needs to be aware and accept the risk involved in adventure activities and ensure themselves accordingly. For taking part in the camp/course as a family, customers under the age of 16 years, must be accompanied by an adult at all times, both at the site of accommodation, to the location and for the duration of any course or activity.

Participants in the camp and course, claiming all the offered benefits, as well as arrival and stay are at participant's risk, liability and expenses. The companies are not liable for dangers bound to surfing, windsurfing, kiteboarding, wakeboarding, Stand Up Paddle , mountain-biking, yoga, wing foiling or other sport or fitness activities; the participant has to accept these dangers. The companies shall have no liability for



reported to the instructor or camp management. If other companies are instructed with carrying out additional services, then these companies take over liability for claims in connection with these services.

On our part the companies are liable for dutiful preparation and carrying out of the courses and camps. Poetikempire Unipessoal, Doce Atmosfera Lda. and its partners and its staff only take liability for accidents and accidental damage if an insurance bears the damages without liability of the above mentioned. Each further liability of the above mentioned for damages to the participant are excluded and the participant takes over liability of damages caused to other parties. Liability is excluded independent from any legal ground, time of damage, person of the injury and injured party, circumstances of actions leading to damage or damaging event as well as their causes and form.

In case of bad weather conditions (Camp guests only)

The companies will always try to offer the best possible water activities and instructions, if wind, water or weather conditions do not allow us to realize the customers desired watersport activity we seek to offer you the best alternative of our repertoire. Camp guests will be charged at least the cost of our most affordable surf camp. If they do not use the full amount for activities, the remaining credit can be applied toward purchases in the shop (Kitesurfwake.com) or saved for their next stay.

## **MEDIA DISCLAIMER**

I hereby release and grant to Poetikempire Unipessoal, Doce Atmosfera Lda. , and his or her assigns, licensees, and legal representatives, the irrevocable right to use any photographs of me taken by the Photographer, in all forms and media, whether now existing or not yet created, and in all manners, including composite or distorted representations, for advertising, trade, promotional, charitable, education, or any other lawful purposes. I hereby waive any right to inspect or approve the finished versions, including written copy that may be created in connection therewith.

## **BOOKING TERMS**

When you request us to make a reservation, you must provide us with your identification information including, but not limited to, your name, contact telephone number, date of birth, and email address.

Your request to us to make a reservation for you will constitute an offer by you to purchase the services but whether we accept any such offer will be for us to decide in our discretion. Only once we tell you that we accept your request for a particular reservation and confirm to you the booking confirmation form, will there be a



You may communicate any desire to change your reservation at any time prior to your arrival (subject to the cancellation provisions set out below). We will use all reasonable endeavors to accommodate your requested changes, although we cannot guarantee that we will be able to accommodate such changes.

As the person making the booking, you are responsible for the actions and behavior (in relation to the course or camp experience) of everyone in the booking. You are responsible to make sure the payment for deposit goes ahead on time (that your bank, debit card or credit card details are correct, and that there's enough money available in your account). You are also responsible for obtaining their permission before providing us with their personal data and will communicate the stated terms of the booking as well as timing of any scheduled lesson to all members of the party.

For course bookings scheduled in the low season, November until March, a minimum capacity of students is required to open a course. When you request a reservation, we will quote any terms, which apply to the specificity of the enquiry made at this time. We will use all reasonable endeavors to accommodate your requested booking, although we cannot guarantee that we will be able to accommodate without the advised capacity. On such occasions, our CANCELLATION POLICY will apply as stated below.

### MINIMUM AGES, WEIGHT LIMITS

Category	Minimum Age	Weight Limit
Kite Private Lessons: Semi Private Lessons: Group Lessons:	10 12 16	30kg-120kg 30kg-120kg Between 50 and 95kg
Surf	7	
Windsurf	6	
Wakeboard	6	Max 120kg
Wing Private Lesson Semi or Group Lessons	13 16	

### CHILDREN



We do not provide child care services, and it is the responsibility of parents or guardians to actively supervise and care for their children during the program.

Participating children are encouraged to bring their own wetsuits, especially if they own one.

## **FEES AND PAYMENT**

When you request a reservation, we will quote any rate(s), which apply to the specificity of the enquiry made at this time only.

We may alter any of our rates without prior notice but if the rate of any service increases between the time when you make a booking and the date when the booked room accommodation or other service is to be provided, any increase in the rate will not apply to your booking.

Additional or alternative charges may apply for any upgrade or changes to accommodation or other services or activities that you may choose to participate in during the period of the booking. We will inform you of rates payable for such additional Services on request and the balance will be settled at the end of stay. We reserve the right to waiver any refund or offset of balance should you not communicate any changes within the time frame advised upon your arrival at the camp.

You may pay us for services (and for any deposit or other advance payment on account of that payment) by credit card, by cash or by bank transfer by which we will provide the appropriate information. We have the right to change the method of payment available without prior notice.

Credit cards and bank transfers are only accepted before arrival. The payment method accepted at the camp is cash only.

## **CANCELATION POLICY**

We require 6 weeks (42 days) cancellation notice prior to your scheduled arrival, otherwise the following charges will apply:

*(this does not apply to partner camps and special camps with their own cancellation policies)*

Between 6 weeks and 4 weeks before your arrival, the deposit pre-payment will be forfeited



We would not expect to have to make any changes to your booking, but we may, at any time before your check in, make alterations or, cancel your booking if the required accommodation and/or personnel and/or other resources necessary for the provision of the room, course or camp are not available due to any cause outside our reasonable control. If we cancel a reservation in such circumstances, we will offer you alternative accommodation and/ or a course of the same standard or better if it is available. If it is not available or we offer it to you and you decline it, we will refund to you in full any deposit or other advance payment that you have made to us for your reservation. In the case of a cancellation, we are not held liable for any expenses or travel costs lost as a result of a canceled camp.

## **HOUSE RULES**

You should respect the house rules of the accommodation and the complex of which it is part

You must conduct yourself in a reasonable and responsible manner at all times when on site at the property and must not act in any way which may disturb, cause nuisance or annoyance to other guests, staff or occupants of neighboring properties. If you do not, we may ask you to leave the camp and, in that case, you must immediately pay us all sums due.

Smoking is not permitted anywhere inside the property. If you do not comply, we may charge you for any and all costs we incur in cleaning the room (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.

You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses, bedding, towels in good condition.

You agree not to cause any damage to the walls, doors or windows of the Property. Any breakages or damages should be reported as soon as they occur, so they can be rectified prior to the arrival of the next clients. Cigarette burns on furniture will be charged at full replacement cost.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage)



You must agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs, inspections, or cleaning.

At the end of your stay there will be an 'exit clean' completed by ourselves to ensure that it is in the correct condition for the next client. The cost of the exit clean is included in the price.

We reserve the right to decline or cancel reservations made and stays in progress by those who have previously breached these Conditions (as may be updated from time to time) whether the reservation is in that name or not.

### **COLIVING / LONG TERM RENTALS**

The calendar for Coliving reservations will be opened and controlled as we see fit and all reservation requests will be at our disposal to accept or decline. No long term rentals are permitted or at accepted over the seasonal months between April and November. We may change the availability for bookings at any time.

A non-negotiable security deposit of 250€ is required to secure the reservation which we will held to be applied against repair and/or replacement of the property furnishings, fixtures and fittings. We will return the Security Deposit to you within 1 month of the return of the keys to us, less any deductions in accordance with the conditions listed above.

It is hereby stated that the regulations already stated above also apply to coliving guests.

Dogs or animals of any kind are not permitted unless agreed at the time of booking and on the basis that the stated upcharge and animal deposit have been received on arrival to the camp. The deposit will be held and returned within 1 month of the return of the keys to us, after full inspection by the allocated member of staff and less any deductions in accordance with the conditions listed above.

To cancel any Co Living reservation prior to the agreed arrival date, the same notice period and terms of cancelation apply as stated above. Please refer to the clause CANCELTATION POLICY.

To terminate the rental agreement after arrival, but before the agreed rental period has been fulfilled, the following terms apply:

For Stays less than or equal to the duration of 1 month, no refund is issued.



For rental of any equipment, the customer must be over 18 years old, must first take a lesson with us at our school and have the approval of one of our instructors, before any rental is permitted. We reserve the right to decline any request for equipment rental, or to revoke the agreement should the instructor see unsafe practice during a lesson or rental period.

The rental includes wetsuit and if required, transport to the location. Of which is decided upon by the instructor and communicated to the customer prior to the meeting time agreed. The rental does not include insurance for any potential injury or damage caused to the customer or equipment during the time of the rental, including any transportation to the location and handling of equipment on land.

Private rentals may only take place at the time and location of a lesson planned and scheduled by our instructors, where the equipment will be transported and provided by the instructor only- on site at said location.

As the renter, you hereby agree that the equipment is of your own responsibility from the time that you receive and return the equipment to our instructor and must only be used by the agreed renter. It is forbidden to lend, sell or exchange the rented equipment.

All equipment must be returned at the end of the rented period. Failure to return equipment rental on time will result in additional charges of an extra day's rental plus a €20.00 late fee. If the customer was to remove the equipment from the location, with failure to return within 24 hours, it will be treated as theft and will be reported to the police. It is totally forbidden to lend, sell or exchange the rented surf equipment.

The rented surf equipment must be returned in the same conditions they were given at the time of the pick-up at the chosen location where any damages will be communicated immediately to the instructor. We reserve the right to charge for any damages imposed by improper use or failure to follow guidelines and instructions set for the conditions, use, handling and transportation of equipment or, failure to follow direction regarding the conditions and geography of the chosen location. Hereby the renter should always keep in mind our recommendations regarding the level and conditions of the beach.

The renter must declare to be in good health conditions required for the practice of this sport and understand that the activities in discussion are inherently dangerous sports that requires the ability to swim and knowledge of the ocean and rip currents, that the rental equipment is not a Coast Guard approved flotation device, agrees to inspect the equipment before use and understands that we, Poetikempire Unipessoal and Doce Atmosfera Ida are in no way liable for any use or misuse of said equipment rental.



When you request to become a member you may use the mini ramp at any time during the stated opening hours of WakeSalinas Lda. WakeSalinas Lda reserves the right to amend and change the stated opening times of the wake park and /or access to the mini ramp without prior or written notification and without collaboration between the various facilities available on site at WakeSalinas Lda. To become a member you must provide us with your identification information including, but not limited to, your name, contact telephone number, date of birth, and email address. Your request to us to become a member of the mini ramp will constitute an offer by you to utilize the services but whether we accept any such offer will be for us to decide at our discretion.

By going on the mini ramp, you agree to the following conditions:

#### Safety and Liability

Any and all members of the MiniRamp must be aware of the dangers and risks associated with the sport of SKATEBOARDING as well as the certain additional dangers and risks present when using the MINI RAMP facilities located at WakeSalinas Lda.

As a user and member of the Mini Ramp, I agree to waive any or all claims for any loss, damage, injury, death, permanent disablement, medical or other expenses that I may suffer or that any other party may suffer as a result of my use of the facilities. I also agree to waive all liability and claims against WakeSalinas Lda, its directors and employees for any property damage or personal injury to any third party, resulting from my use of the facilities.

By agreeing to these terms and conditions I verify that I have no physical disabilities, impairments, or chemical dependencies that might constrain my participation in sports activities. I also do not have major medical health issues and I certify that I recently had a complete physical examination, clearing myself as fit, healthy and ready for activity.

Furthermore I AGREE that I shall follow the correct safety procedures when using facilities and to not take unreasonable risks while participating at the facilities activities, including but not limited to attempting skills or tricks that I am not qualified to perform safely or causing any other participants/ spectators' unreasonable risk or harm.

#### Rules and regulations



participate in the activity. The company do not take over any duty of supervision. The parent or guardian needs to be aware and accept the risk involved in adventure activities and ensure themselves accordingly. Customers under the age of 16 years, must be accompanied by an adult at all times and be fully equipped with the safety equipment as listed above.

It is the responsibility of the rider, to examine and check the condition of the equipment and facility prior to each use, to become familiar with and be aware of any changes that could or may occur since the last use, be it permanent or temporary in nature. Riders are also responsible to consider the impacts of the external environment and weather conditions when assessing the level of safety and any necessary precaution required for use of the mini ramp.

It is the responsibility of the rider to ensure safety and maintenance of their own equipment.

Food and beverage consumption is prohibited from the mini ramp and riding area.

It is forbidden to enter the riding area or use the facilities whilst under the influence of drugs or alcohol.

Failure to abide by the above, may result in immediate and permanent ban from participation and prohibition from future use. Wakesalinas Lda have the right to enforce such a ban without prior warning or notice given.

### **COVID 19 Disclaimer**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the public health authorities still recommend practicing social distancing. I further acknowledge that of Poetikempire Unipessoal, Doce Atmosfera Lda. has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that Poetikempire Unipessoal, Doce Atmosfera Lda. cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other salon clients and their families. I voluntarily seek services provided by Poetikempire Unipessoal, Doce Atmosfera Lda. and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my class, camp. I attest that: \* I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the



and/or property that may be caused by any act, or failure to act of the companies, or that may otherwise arise in any way in connection with any services received from Poetikempire Unipessoal, Doce Atmosfera Lda. I understand that this release discharges Poetikempire Unipessoal, Doce Atmosfera Lda. from any liability or claim that I, my heirs, or any personal representatives may have against the companies with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Poetikempire Unipessoal, Doce Atmosfera Lda.

## **HOW WE USE YOUR PERSONAL INFORMATION**

All personal information provided by you will be collected, processed and used in line with the our privacy policy, which explains what personal information we may collect from you, how and why we collect, store and use and share such information, your rights in relation to such personal information and how you can contact us and any supervisory authority if you have a query or complaint about the way in which we use any personal information. A copy of the privacy policy can be found at <https://algarvewatersport.com/en/privacy-policy/>.

## **COMPLAINTS**

We always welcome feedback from Guests and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our Services or any other complaint about the accommodation, course or staff, please raise the matter with the relevant General Manager who can be contacted at [info@algarvewatersport.com](mailto:info@algarvewatersport.com). Our complaint book is available at the office.

**In case you would like to make a complaint, you can do so through the official complaints book at: [www.livroreclamacoes.pt](http://www.livroreclamacoes.pt)**

## **FORCE MAJEURE**

We shall not be in breach of these Conditions nor shall we be liable for any delay in performing, or failure to perform, any of our obligations under these Conditions if such failure or delay results from events, circumstances or causes beyond our reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terror or any other event that is beyond our control.

I agree to comply with the Regulations set out in these terms and conditions and any other regulations reasonably made from time to time and ensure that they are



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watersport

**THE KITE-  
HOUSE**

Estrada da  
Albardeira  
8600-302  
Lagos,  
Portugal

**Our SHOP**

**Our  
WAKEPARK**