

1. Introduction

Thank you for choosing Mornington Peninsula Surf School for your surfing experience. We strive to provide you with the best possible surf experience. Please take a moment to review our refund policy outlined below.

2. General Refund Policy

2.1. Cancellations by Customers

a. Cancellation requests made at least 3 days before the scheduled surf lesson will be eligible for a full refund.

b. Cancellation requests made between 3 days and 12 hours before the scheduled surf lesson will be eligible for a 50% refund.

c. Cancellation requests made within 12 hours of the scheduled surf lesson or no-shows on the day of the lesson will not be eligible for a refund.

2.2. Cancellations by Mornington Peninsula Surf School

a. In the event of adverse weather conditions, dangerous surf conditions, or any unforeseen circumstances that may jeopardize the safety of our customers, Mornington Peninsula Surf School reserves the right to cancel or reschedule a surf lesson. We will make every effort to provide notice as early as possible.

b. If Mornington Peninsula Surf School cancels a lesson, customers will have the option to reschedule the lesson for a later date or receive a full refund.

3. Booking Modifications

3.1. Rescheduling

a. Customers may request to reschedule their surf lesson at least 2 days before the scheduled lesson, subject to availability.

b.Mornington Peninsula Surf School will accommodate rescheduling requests based on instructor availability and the customer's preference. There will be no additional charge for rescheduling.

3.2. Lesson Duration

a. Lessons that are shortened or interrupted due to weather conditions or unforeseen circumstances beyond our control will not be eligible for refunds or discounts.

4. How to Request a Refund or Modification

To request a refund, cancellation, or rescheduling, please contact us through the following methods:

Email: Tom@mpss.net.au Phone: 0431513537

Please provide your booking details and the reason for your request. We will respond to your request promptly.

5. Refund Processing

Refunds will be processed within 5 business days after approval. The refund will be issued using the same payment method used for the initial booking, unless otherwise specified.

6. Additional Terms

6.1. Liability Waiver

All participants are required to sign a liability waiver before participating in any surf lesson. Please review and sign the waiver provided by Mornington Peninsula Surf School prior to the lesson.

6.2. Age and Health Restrictions

Customers must meet the age and health requirements specified by Mornington Peninsula Surf School to participate in our surf lessons.

7. Contact Information

If you have any questions or concerns regarding our refund policy or any other aspect of your surf lesson, please feel free to contact us at:

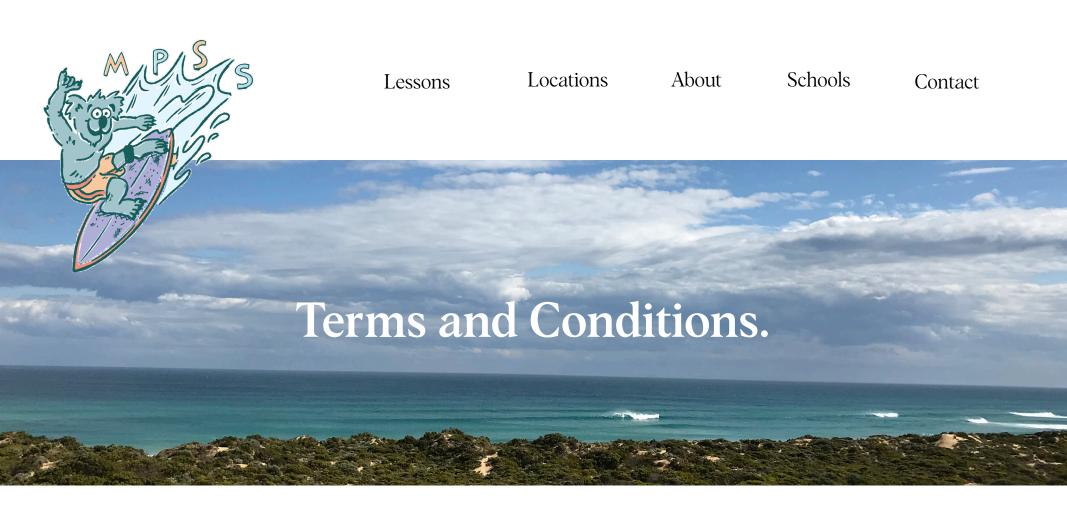
Mornington Peninsula Surf School

Tom@mpss.net.au 0431513537

By booking a surf lesson with Mornington Peninsula Surf School, you acknowledge that you have read, understood, and agreed to the terms of this refund policy.

Thank you for choosing Mornington Peninsula Surf School. We look forward to providing you with an unforgettable surfing experience!

Please note that this refund policy is subject to change, and customers should refer to the latest version on our website or contact us for the most up-todate information.



Effective Date: 04/09/23

Welcome to Mornington Peninsula Surc School. We are excited to have you join us for an incredible surfing experience. Before you begin your journey with us, please take a moment to carefully review our terms and conditions outlined below.

1. Acceptance of Terms

By enrolling in any surf lesson, program, or activity offered by Mornington Peninsula Surf School, you acknowledge that you have read, understood, and agree to comply with these terms and conditions. If you do not agree with any part of these terms, please refrain from participating in our activities.

2. Safety and Liability Waiver

2.1. Liability Waiver: All participants are required to sign a liability waiver before participating in any surf lesson or activity. The waiver is designed to inform participants of the inherent risks associated with surfing and to release Mornington Peninsula Surf School from any liability for injuries or accidents that may occur during the course of the lesson.

2.2. Health and Fitness: It is your responsibility to ensure that you are physically and mentally fit to participate in our surf lessons. If you have any medical conditions or concerns that may affect your ability to surf, please inform our instructors before the lesson.

3. Age and Skill Level

3.1. Minimum Age: Participants must meet the minimum age requirement specified by Mornington Peninsula Surf School for each lesson or program. Parental or guardian consent may be required for minors.

3.2. Skill Level: We offer lessons tailored to different skill levels, from beginners to advanced surfers. Please enroll in the appropriate level to ensure a safe and enjoyable experience.

4. Booking and Payment

4.1. Booking: To reserve a surf lesson or program, you must make a booking through our designated booking channels. Bookings are subject to availability.

4.2. Payment: Payment for lessons must be made in full at the time of booking, unless otherwise specified by Mornington Peninsula Surf School.

4.3. Refunds and Cancellations: Our refund policy, as outlined in a separate document, governs all refund and cancellation requests. Please refer to our refund policy for more information.

5. Lesson Modifications and Cancellations

5.1. Rescheduling: Participants may request to reschedule a lesson in accordance with our rescheduling policy, as outlined in our refund policy.

5.2. Cancellation by Mornington Peninsula Surf School: We reserve the right to cancel or reschedule lessons in the event of adverse weather

conditions or unforeseen circumstances that may compromise safety. We will make every effort to notify participants as early as possible.

6. Conduct and Safety

6.1. Instructor's Authority: Participants must follow the instructions and guidance of our instructors at all times during lessons to ensure their safety and the safety of others.

6.2. Alcohol and Substance Use: The consumption of alcohol or any illegal substances before or during a lesson is strictly prohibited.

7. Equipment

7.1. Rental Equipment: Participants using rental equipment provided by Mornington Peninsula Surf School are responsible for its safe use and any damage or loss incurred during their lesson.

8. Photography and Video

Participants may be photographed or videotaped during lessons. Mornington Peninsula Surf School reserves the right to use these images and videos for marketing and promotional purposes. If you have concerns about this, please inform us in advance.

9. Changes to Terms and Conditions

Mornington Peninsula Surf School reserves the right to modify these terms and conditions at any time. Any changes will be posted on our website, and it is your responsibility to review them periodically.

Thank you for choosing [Your Surf School Name]. We look forward to providing you with a safe and enjoyable surfing experience. If you have any questions or concerns regarding these terms and conditions, please contact us at:

Mornington Peninsula Surf School

Tom@mpss.net.au 0431513537

Please note that these terms and conditions are subject to change, and participants should refer to the latest version on our website or contact us for the most up-to-date information.



SURFING WAIVER PARTICIPATION DECLARATION



MORNINGTON PENINSULA SURF SCHOOL

In consideration of the Surf School accepting my application to participate in the Program, below I acknowledge, understand and agree that:

- 1. "Surf School" for the purposes of this declaration means and includes the nominated accredited surf school, Academy of Surfing Instructors ("ASI"), and their respective directors, officers, members, servants or agents.
- 2. Warning: I understand and acknowledge that surf activities are dangerous and there are inherent risks which may result in serious injury to myself. Additionally, waves/ocean can act in a sudden and unpredictable (changeable) way.
- 3. There is a condition called Surfers Myelopathy that can result in paralysis below the waist. It is extremely rare and appears to result when the spine is arched. It is not conclusive who may be affected, although cases have been in adults. Prior to onset, legs mat feel weak, there is back or leg pain or discomfort, possible tingling may occur with the discomfort and pain intensifying. Any of these symptoms should be immediately reported to the surfing instructor during the surf lesson.
- 4. I declare I do not have any COVID19 or flu symptoms and agree to abide by social distancing at all times.
- 5. I declare that I can swim 50 metres (150 feet).
- 6. I declare that I do not have any fitness, medical or physical conditions that would affect my participation in the activity. (e.g. please advise instructor of asthma, previous broken bones, dislocated joints, diabetes, allergic reactions, wear contact lenses/hearing aids, any disabilities, etc.)
- 7. I agree not to drink alcohol or take prohibited drugs before or during surf activities.
- 8. I will at all times comply with the instructions and safety procedures of the Surf School.
- 9. I authorise the Surf School to arrange medical or hospital treatment as necessary and I agree to pay for all associated costs.
- 10. Photographic and or visual images taken by the Surf School of my participation in the Program may be used for general promotion of the Organiser's activities.
- 11. I understand that the information provided by me in this form is necessary for the operation of the Program. I acknowledge and agree that the information will only be used for the objects of the Surf School and to provide me with information pertaining to the Program. I understand that I will be able to access my information through the Surf School upon request. If the information is not provided I might not be permitted to participate in the Program.
- 12. I accept the risks involved and will be responsible for my own actions and/or involvement. I understand that my signature to this document constitutes a complete and unconditional release of all liability of the proprietors of the Surf School and its employees and agents to the greatest extent allowed by the law in the event of me and/or the children under my care, suffering injury or death.

I have read, understood, acknowledge and agree to the above declaration including the warning, release and indemnity.

| Name: | Male/Female Age: |
|----------|------------------|
| E-Mail: | Contact No: |
| Address: | Post Code: |

SURFER'S MEDICAL INFORMATION (confidential). Please indicate any medical conditions that coaches should be aware of:

| Signed: | Date: |
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| Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian. | |
| l, | am the parent or guardian of the applicant. I expressly agree to |
| be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this application and | |
| declaration including the provision by me of a release and indemnity in the terms set out above. | |
| Parent's signature: | Date: |

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