

# Terms and Conditions for Freedive Passion La Ventana

### 1. General Information

1.1 These Terms and Conditions govern the use of services provided by Freedive Passion La Ventana ("the Center"), including courses, rentals, excursions, and other related activities. 1.2 By booking or participating in any of the Center's services, you agree to comply with these Terms and Conditions. 1.3 The Center reserves the right to update these Terms and Conditions at any time without prior notice. Updated versions will be posted on our official website.

### 2. Booking and Payment

2.1 All bookings require a 50% deposit to confirm the reservation. The deposit is refundable up to two weeks before the start date of the activity. 2.2 Payment must be completed before the first diving day. 2.3 Cancellations of individual dive days must be made with at least 24 hours' notice. Failure to provide adequate notice will result in a penalty of full payment.

## 3. Participant Eligibility

3.1 All participants must complete and sign a liability waiver and medical declaration form before engaging in any activity. 3.2 Participants are responsible for disclosing any medical conditions, injuries, or medications that may affect their ability to safely participate. 3.3 The Center reserves the right to refuse service to anyone deemed unfit to participate for safety reasons. 3.4 To participate in "training" the freediver must already be certified in AIDA 2/Wave 1 or equivalent.

#### 4. Safety and Conduct

4.1 Safety is the top priority. All participants must adhere to the instructions provided by the Center's staff and instructors. 4.2 Each individual must have their own lanyard, and a lanyard check must be performed before the first diving day. 4.3 Participants must use all equipment responsibly and report any damages or malfunctions immediately. 4.4 Alcohol consumption or use of drugs before or during activities is strictly prohibited. Violation may result in immediate dismissal without refund. 4.5 The Center reserves the right to remove any participant whose behavior is disruptive or poses a safety risk to themselves or others.

# 5. Equipment and Liability

5.1 The Center provides high-quality freediving equipment for use during activities. Participants are responsible for the care and return of rented or borrowed equipment. 5.2 Damaged or lost equipment due to negligence will result in a fee to repair or replace the item. 5.3 While the Center takes all necessary precautions to ensure safety, participants acknowledge that freediving involves inherent risks. The Center is not liable for any injuries, losses, or damages incurred during activities, except in cases of proven negligence.

#### 6. Insurance

6.1 Participants are strongly advised to have personal travel or health insurance that covers freediving and related activities. 6.2 The Center's insurance does not cover personal accidents, loss, or theft of personal belongings.

# 7. Media and Privacy

7.1 The Center may take photographs or videos during activities for promotional purposes. Participants who do not wish to appear in such materials must notify the Center in writing prior to their activity. 7.2 The Center will not share personal information with third parties without the participant's consent, except as required by law.

## 8. Force Majeure

8.1 The Center is not liable for cancellations or disruptions caused by circumstances beyond its control, including but not limited to adverse weather conditions, natural disasters, or government restrictions. 8.2 Canceled diving days due to weather will not be charged to the diver. Days cut short due to weather will be charged at 50% of the day rate.

## 9. Governing Law

9.1 These Terms and Conditions are governed by the laws of Mexico, Baja California Sur. 9.2 Any disputes arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts in Mexico, Baja California Sur.

### 10. Contact Information

For any inquiries or concerns, please contact: Freedive Passion La Ventana

La Ventana, Baja California Sur, Mexico Phone/WhatsApp: +52 612 229 0491 Email: freedivepassion@gmail.com Website: www.freedivepassion.com

**Acknowledgment:** By participating in any activity, you confirm that you have read, understood, and agree to these Terms and Conditions.