

## **Participation Agreement & Liability Waiver**

Nicaragua Family Surf Adventure (NFSA)

This document serves as a **formal agreement and liability waiver** for participants of the **Nicaragua Family Surf Adventure (NFSA)**, coordinated and led by **Roland Graham**.

The NFSA is an independently organized group excursion taking place June 18-28, 2025, designed to offer parents and children an immersive surfing experience while exploring the culture and natural beauty of Nicaragua. The trip follows the itinerary and details outlined in the NFSA website (nicafamilysurf.com).

By registering for this trip, you agree to the **terms outlined below**, including **package details**, **payment terms**, cancellation policy, travel responsibility, and liability waiver.

## **Package Inclusions & Costs**

The base package fee of \$4,450 CAD (for 1 Parent + 1 Child) includes:

- Round-trip flights from Ottawa (YOW) to Liberia, Costa Rica (LIR)
- Ground transportation from LIR to San Juan del Sur, Nicaragua
- 9 nights of private, family-friendly accommodations in a shared room with two beds
- Daily surf lessons and equipment rental (board + rash guard)
- Group beach shuttles to top surf destinations
- Breakfast included each morning
- Full trip coordination & on-the-ground support

#### **Accommodation Policy**

- The base package includes one private room with two beds per family.
- Larger families requiring additional rooms must request them in advance and will incur additional costs.

#### **Optional Add-Ons**

- Additional child or parent (including surf package): \$1,950 CAD
- Non-surfing additional parent: \$1,725 CAD
- Family of four special: \$7,950 CAD
- Extra excursions and activities coordinated by request Prices vary

### **Payment Schedule & Registration Deadline**

To secure your spot, a \$500 deposit per traveler is required. Payments are due as follows:

- Deposit (\$500 per traveler) Due upon booking (Non-refundable)
- Second Payment (50% of remaining balance) Due by May 15, 2025 (Refundable, less deposit)
- Final Payment (Remaining balance) Due June 15, 2025 (Non-refundable)

Deadline to Register: May 15, 2025 (or until spots are filled)

### **Cancellation Policy**

- Before May 15 Full refund minus the \$500 deposit per traveler
- May 15 June 15 50% refund minus deposit
- After June 15 No refunds

Cancellations must be submitted in writing. Refunds, where applicable, will be processed within 10 business days.

### If We Cancel the Trip

In the unlikely event that **NFSA cancels the trip**, you will receive a **full refund** of all payments, including your deposit.

NFSA organizers reserve the right to cancel due to:

- Insufficient enrollment
- Safety concerns (extreme weather, political instability, etc.)
- Unforeseen logistical complications

## **Travel, Customs & Required Documents**

Participants are responsible for ensuring they have the necessary travel documents for entry into **Costa Rica and Nicaragua**.

- Valid Passport Must be valid for at least 6 months beyond travel dates.
- Entry Fee A \$13 USD per person entry fee is required at the Peñas Blancas border crossing into Nicaragua.
- Cash (USD Recommended) Travelers should carry at least \$150 USD for border fees, meals, and incidental purchases during transit.

## **Travel Insurance & Liability Disclaimer**

NFSA participants are encouraged to arrange for their own personal travel insurance, including coverage for:

- Trip cancellation due to medical emergency
- Emergency medical care while abroad
- Lost baggage or personal items

**NFSA organizers assume no responsibility or liability** for any financial losses, injuries, or damages incurred due to unforeseen travel disruptions, medical emergencies, personal property loss, or any other circumstances beyond our control.

All participants are strongly encouraged to purchase comprehensive travel insurance.

## **Liability Waiver**

By registering for the Nicaragua Family Surf Adventure (NFSA) and/or transferring payment, participants acknowledge and agree to the following:

#### 1. Assumption of Risk

I understand that participating in this trip involves inherent risks, including but not limited to:

- Travel-related risks (flight delays, lost baggage, customs procedures)
- Physical activities (surfing, beach activities, hiking)
- Transportation risks (bus or vehicle travel within Nicaragua)
- Health and environmental factors (weather, food safety, local conditions)

I voluntarily assume all risks associated with travel and participation in the activities included in this trip.

#### 2. Parental Responsibility & Risk Assumption

- I acknowledge that I am solely responsible for the safety, well-being, and supervision of my child at all times, including during all activities such as surfing, beach time, and free time.
- I understand that NFSA coordinates supervised surf lessons with trained instructors who
  provide guidance, instruction, and basic safety oversight during lessons.
  However, outside of scheduled lessons, NFSA does not provide lifeguards or
  continuous water safety supervision. It is my sole responsibility to supervise my child in
  the ocean at all other times.
- I accept that participation in surfing and all trip-related activities involves inherent risks, including but not limited to physical injury, drowning, or other water-related hazards.
- I assume full responsibility for assessing my child's readiness and ability for these activities and accept all associated risks.
- I release NFSA, Roland Graham, and any associated affiliates from any claims related to injuries, illnesses, accidents, or fatalities involving my child during the trip.

#### 3. Surf & Ocean-Related Risks

- I acknowledge that participation in ocean-based activities carries inherent risks, including strong currents, changing weather conditions, and marine life hazards.
- While NFSA coordinates surf instruction, I understand that I and/or my child participate at our own risk.

• I assume all risks associated with ocean-related activities and release NFSA and its organizers from any liability for injuries, accidents, or fatalities related to water sports.

#### 4. Third-Party Liability Disclaimer

I understand that NFSA does not own, control, or operate the accommodations, transportation, surf instruction, or any other third-party service providers associated with this trip. NFSA, its organizers, and representatives are not responsible for any acts, omissions, or negligence by third-party providers, including but not limited to injuries, accidents, property loss, or service disruptions.

#### 5. Indemnification Clause

I agree to **indemnify and hold harmless** NFSA, Roland Graham, and any affiliates, employees, or agents from any claims, damages, losses, or expenses (including legal fees) arising from my or my child's participation in the trip, including but not limited to injury, illness, property loss, or any disputes with third-party service providers.

#### 6. Code of Conduct & Dismissal Policy

NFSA expects all participants to adhere to local laws and conduct themselves respectfully during the trip. **Any behavior deemed reckless, dangerous, or disruptive** to the group (including but not limited to intoxication, violence, or refusal to follow safety instructions) may result in dismissal from the trip at the sole discretion of NFSA organizers. In such cases, no refunds will be provided, and the dismissed participant will be responsible for any additional travel or accommodation costs incurred.

#### 7. Medical Authorization & Emergency Care

- In the event of a medical emergency, I authorize NFSA representatives to seek and obtain medical treatment for myself and/or my child.
- I understand that I am responsible for any associated medical costs incurred as a result of an emergency.
- I acknowledge that travel involves potential exposure to illnesses, including COVID-19, and I assume all associated risks. I release NFSA from any claims related to illness contracted during or as a result of travel.

#### 8. Force Majeure & Trip Modifications

NFSA organizers reserve the right to modify, delay, or cancel any part of the trip due to circumstances beyond our control, including but not limited to:

- Natural disasters (hurricanes, earthquakes, floods, etc.)
- Political instability, civil unrest, or government-imposed travel restrictions
- Pandemics, disease outbreaks, or public health emergencies
- Unforeseen logistical complications that impact trip operations

While we will make reasonable efforts to offer alternative arrangements, **NFSA is not responsible for financial losses incurred** due to such changes. Refunds will only be issued if recoverable from third-party vendors.

# **Acknowledgment & Signature**

By signing below, I confirm that I have **read**, **understood**, **and voluntarily agree** to the terms of this agreement, including the **cancellation policy**, **liability waiver**, **and risk acknowledgments**.

If signing for a minor, I confirm that I am the legal parent/guardian and accept responsibility for their participation.

Participant's Full N	lame:	
Names of Minors I	Jnder My Care:	
1		
2		
<b>Signature</b> (Parent/	Guardian):	
Date:	Location:	

## Whew, that's done!!!

Now let's catch some waves!