

# Terms & Conditions Living Life Curaçao

Company Name: Living Life Boat Trips / Living Life Curaçao

Owner: Bryon Vos

Chamber of Commerce Curaçao: 153254

## 1. Welcome & Applicability

Dear guest,

It is with great pleasure that we, Living Life Curaçao, welcome you to one of our activities, including but not limited to boat trips, cruises, charters, ATV tours, and custom excursions (collectively referred to as the "Activities").

By participating in any Activity, by signing this document and/or by making a reservation with us, you confirm that you have read, understood, and automatically agree to these Terms & Conditions, Disclaimer & Liability Waiver, which apply at all times.

## 2. Assumption of Risk

Participation in our Activities involves inherent risks, including but not limited to sea conditions, waves, weather changes, slips, falls, swimming, jumping into the sea, mechanical failure, and ATV-related risks such as collisions, rollovers, uneven terrain, dust, mud, and the actions of other participants. You voluntarily assume all risks, whether foreseeable or unforeseeable, associated with participation.

## 3. Safety Rules & Conduct (Boat & ATV)

A safety briefing will be given prior to the Activity and must be followed at all times. Life jackets must be worn when instructed by staff.

Walking on the boat is allowed only when safe; seating is mandatory while the boat is moving. Entering the sea is allowed only when expressly permitted by staff. Helmets are mandatory for ATV tours and must be worn at all times.

Participants must behave responsibly. Excessive alcohol consumption, disorderly behavior, or unsafe conduct may result in immediate removal without refund.

The use of drugs, weapons, cigars, or cigarettes is strictly prohibited. All boats are non-smoking.

#### **4. Health, Swimming & Allergies**

Guests must inform us at least 24 hours in advance of any medical condition, allergy, or inability to swim. Participation is entirely at your own risk if such information is not disclosed.

#### **5. ATV Driver Requirements**

Drivers must be at least 21 years old. A valid driver's license recognized in Curaçao is required. Passengers (co-drivers) must be at least 1.40 meters (approximately 4'7") tall.

#### **6. Safety Deposit & Damage Responsibility (ATV)**

A safety deposit of USD \$500 per ATV is required prior to the tour.

The deposit will be refunded after safe return of the ATV and equipment in good condition. Damage caused by negligence, misuse, or failure to follow instructions will be deducted from the deposit.

If damage exceeds the deposit, the participant remains fully financially liable. In the event of an accident resulting in total loss of the ATV, the participant will be charged for all additional costs, including but not limited to vehicle replacement value, recovery and towing costs, administrative fees, and insurance-related expenses.

#### **7. Liability Waiver**

To the fullest extent permitted by law, you release, waive, and discharge Living Life Curaçao, its owners, employees, guides, and affiliates from any and all liability, claims, damages, injuries (including death), or losses arising from or related to participation in the Activities. Participation is entirely at your own risk at all times.

#### **8. Indemnification**

You agree to indemnify and hold harmless Living Life Curaçao from and against any claims, damages, costs, or expenses (including legal fees) arising from your participation or from claims brought by third parties.

## **9. Payment Policy**

Regular Tours:

100% prepayment required.

Charters & Custom Tours:

A 25% deposit is required upon booking.

Full payment is required between 30 and 15 days before the tour date.

Failure to complete payment may result in cancellation.

Last-minute additions must be paid in full upon request.

## **10. Cancellation Policy**

All cancellations must be submitted to and confirmed by Living Life Curaçao.

Regular Tours:

48 hours or more: Full refund or free reschedule.

24–48 hours: 50% refund or reschedule with a 30% rebooking fee.

Less than 24 hours: No refund; reschedule if possible with a 30% rebooking fee.

Charters & Custom Tours:

15 days or more: Full refund or free reschedule.

More than 7 days: 50% refund or reschedule with a 30% rebooking fee.

Less than 7 days: No refund; reschedule if possible with a 30% rebooking fee.

**NO SHOW = NO REFUND**

## **11. Weather & Force Majeure**

Living Life Curaçao reserves the right to cancel or reschedule Activities for safety reasons such as extreme weather or natural events. In such cases, a refund or alternative date will be offered.

We are not liable for cancellations due to illness, pandemics, or circumstances beyond our control.

## **12. Governing Law & Jurisdiction**

These Terms & Conditions and all services provided are governed exclusively by the laws of Curaçao. Any disputes shall be submitted exclusively to the Court of First Instance and the Court of Appeal of Curaçao (Gemeenschappelijk Hof van Justitie).

### **13. Amendments**

Living Life Curaçao reserves the right to amend these Terms & Conditions at any time. Updated terms take effect immediately upon publication or distribution.

### **14. Acknowledgment & Acceptance**

By signing and/or by making a reservation with Living Life Curaçao, I confirm that I have read, understood, and voluntarily agreed to these Terms & Conditions, and that I am waiving substantial legal rights.