

TERMS AND CONDITIONS OF JET BOAT TRIPS

- a. Jetboat.es Marbella is the trademark of Xtreme Boat Spain SL
- b. The booking will not be confirmed and thus the seats for the Jetboat.es Marbella Activity will not be blocked until the total amount has been fully paid.
- c. All tickets are non-refundable unless Xtreme Boat Spain S.L. cancels the trip.
- d. The passenger acknowledges and agrees that the jet boat trips depend on weather and sea conditions, which may change until the very last minute.
- e. If for any reason Xtreme Boat Spain S.L. cancels a trip prior to departure, the trip can be rescheduled. In such case passengers will be informed as soon as possible and they must do their best efforts to adapt to the new proposed date and time. In case Passengers cannot reschedule the trip to the new proposed date/time, Xtreme Boat Spain S.L. will make a refund of all the tickets (please take into account that bank transaction fees —if applied—will be deducted from the amount to be refunded).
- f. The passenger acknowledges and agrees that the vessel will depart at Departure Time and that it will not wait for any passenger, therefore it is under their sole responsibility to arrive to the Departure Point sufficiently in advance (min 10 minutes) to do the boarding and depart at the scheduled time. No-shows or delays imply the loss of the booking and no refund shall be made.
- g. The minimum age to do a regular jet boat trip with Jetboat.es Marbella is 5 years, and a minimum height restriction of 110cm applies.
- h. The children rate applies to kids aged 5 to 12 years.
 Children must be accompanied by a fare paying adult at all times.
- i. Any persons who may be pregnant, or suffer from back, neck, heart conditions or have had previous injuries that may cause a risk to their health must not do a regular jet boat trip with Jetboat.es Marbella.
- j. The passenger acknowledges that jetboating is an inherently dangerous activity; the passenger recognizes

- that there are risks associated with the jet boat trips provided by Jetboat.es Marbella.
- k. The passenger agrees and acknowledges that the proprietor/skipper shall not be liable for any injury, loss or damage suffered by the passenger or by any other person arising from or in connection with the passengers participation in the ride, whether such injury, loss or damage was caused directly or indirectly by the negligence of the proprietor/skipper or otherwise or by the proprietors, servants or agents. The passenger hereby releases the proprietor/skipper from all such claims and indemnities the proprietor/skipper against all claims made by or on behalf of any other person.
- I. Passengers board and ride with Jetboat.es Marbella at their own risk. In no circumstance will Xtreme Boat Spain S.L. its officers, employees, servants or agents be held responsible for any accidents, injury, loss or damage to personal property whilst embarking, traveling or disembarking from the vessel.
- m. Under no circumstances must anyone take part in a Jetboat.es Marbella ride under the influence of alcohol, drugs or any other mind altering substance.
- n. The passenger agrees to comply and obey with all rules and directions made or given by the proprietor/skipper in connection with the ride. If a passenger fails to comply with the proprietor/skipper rules and or directions, the passenger will not be permitted to ride or to continue to ride and no refund will be given.
- o. Jetboat.es Marbella reserves the right to refuse passengers for whatever reason.
- p. The passenger may get very wet and are advise not to carry valuable property whilst riding with Jetboat.es Marbella. The proprietor/skipper accept no responsibility for loss or damage to property.
- q. Jetboat.es Marbella reserves the right to alter prices, departure times and departure point or substitute another vessel when and as required.

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