ASLS™ COURSE INFORMATION

**TERMS & CONDITIONS** 

**ALOHA!** 

Thank you very much for your interest in the *Advanced Surf Life Support* ( $ASLS^{\text{TM}}$ ) course an for securing your place. By filing your registration for the *ASLS Course* you confirm that you have read, understood and

agree to be bound by the terms of this document.

Developed by Surfing Medicine International (short ,SMI'; formerly the ,European Association of Surfing Doctors'), the ASLS Course is the original and leading surfing medicine course specifically designed for health professionals and features a wide array of topics with drowning and hypothermia, rescuing techniques, theory about waves, tides & rips, outdoor scene safety and patient assessment, diagnosis and treatment of wounds, marine envenomation, and musculoskeletal injuries among others. The participants get practical training by experienced surfing doctors, wilderness medics, drowning specialists and

professional surf lifeguarding instructors.

Before completing your registration, please read all the information within this document. By registering for the course you accept the terms & conditions stated in this document below. Your registration will be start by filling out the online registration form and and will only be completed after we confirmed to have

received your payment for the ASLS course.

In order to make your time even more pleasant we put together some informations you might find useful, including basics like how to get there and around, what to bring and the registration at the course location.

You will receive this information leaflet once your registration is completed.

The entire ASLS crew is super stoked and counting the days to meet you all for this unique event, the

Advanced Surf Life Support™ (ASLS™) course!

In case of remaining open questions please contact us: asls@surfingmed.com

You can make the surf safer - you can be the difference!

Warm regards,

THE ASLS CREW

EMAIL: <u>ASLS@SURFINGMED.COM</u>

WWW.SURFINGMED.COM / WWW.SURFLIFESUPPORT.COM

Following are the terms and conditions of *Surfing Medicine International*, short *SMI* which apply to those

who will participate in the the Advanced Surf Life Support™ Course, short ASLS Course. Bookings are

accepted subject to you agreeing to the conditions set out below:

1 / 10

### YOUR REGISTRATION WILL BE COMPLETED AFTER...

- You filled and submitted the online registration form
- The full amount of the payment for the ASLS course is received by the SMI
- We confirmed to have received your payment
- You do have 14 days to make your payment after filling out the online registration form.
   After that time your place will be unblocked for other participants in the waiting line.

### **PAYMENT**

Bank/wire transfer to the Bank Account of *Surfing Medicine International*. Please indicate 'ASLS Course' as reference when making your payment.

Bank: ING Bank The Netherlands
Name: Surfing Medicine International

**Account Nr:** 4939228

**IBAN Nr:** NL88INGB0004939228

**BIC/SWIFT:** INGBNL2A

After filling the registration form you do have 14 days to make your payment.

After that time your place will be unblocked for other participants in the waiting line.

### **KNOWLEDGE TO BRING**

To make the course as effective, efficient, and beneficial as possible, we need participants to study the ASLS manual beforehand. It will be provided by us in sufficient time prior to the course.

#### **FITNESS TO BRING**

The surf rescue training will be incredibly fun but also physically quite demanding. The fitter you are, the more fun you will have while learning the rescue skills and saving people in the scenarios.

You must be able to meet the following criteria to attend the course:

- Being visibly confident in the ocean, in unbroken and broken waves alike, both with and without a floating device, i.e. a surfboard or rescue board
- Paddling 100 meters in 1 minute on a surfboard
- Swimming 50 meters in 1 minute
- · Continuously swimming for 30 minutes at a moderate speed
- Threading water for 30 minutes continuously

Participation in the course mandatory includes sufficient water fitness and showing confidence in the ocean and waves, both of which will be continuously assessed throughout the course to ensure your personal safety and make sure you meet the course's criteria. If there are any questions, please do not hesitate to contact us: <a href="mailto:asls@surfingmed.com">asls@surfingmed.com</a>

### YOUR CONTRACT WITH SURFING MEDICINE INTERNATIONAL

When registering for the course, you undertake that you accept these booking conditions and have the authority to do so. Your contract will be with us, the SMI.

By submitting the registration form you confirm that all of your data is correct. We will confirm our contractual commitment to you by sending to you a booking confirmation and receipt. It is only then that these terms and conditions will apply and a contract will exist between us. Your full payment completes your registration process — only AFTER we received your FULL payment we will secure your place on the course. Dutch law and the exclusive jurisdiction of the Dutch Courts govern your contract with the SMI.

Places are allocated on a first come, first served basis. Participation in the course will be subject to availability of places and reaching a minimum number of participants for each course/departure.

# COMMON SENSE & "BEING GOOD"

Our aim is to share our passion and love for surfing, medicine, traveling while reaching out for like-minded and finding new friends. When booking the course you do agree that you will act responsibly in regards to yourself and treat all other human beings, animals, plants and the environment with respect alike.

You must comply with the laws and regulations of the countries visited and comply with all reasonable instructions of the SMI and course staff relating to the safety and organisation of the course. If in our opinion, or the opinion of another person in authority, you are behaving in such a manner as to cause danger, distress, or annoyance to others or cause damage to property, your course arrangements may be terminated at any time by us, or the supplier concerned. In such an event we will have no liability to you and will not make any refunds, pay any compensation or meet any costs or expenditure you incur as a result. Furthermore you must meet any expenditure we incur as a result of your behaviour.

# **PARTICIPATION & RISKS**

You must be 21 years or over at the time of the start date of the course and in a suitable physical condition to undertake the course as set out in the course outline. While our biggest goal is to make this course a tremendous pleasure for everyone, keep in mind that it involves training in the nature and ocean environments that can never be controlled by men. Also we did not have any noteworthy injuries on previous courses it is advisable to have an accident, liability and travel insurance. You travel, you surf - you should be insured accordingly anyway. The outline given for each course must be accepted as an indication of the event and not a contractual obligation on our part. It is a condition of joining the course that you accept this flexibility and acknowledge that any alteration that results in delays, discomfort, disappointment or inconvenience are possible. If participating in an overseas course you must also be aware of the possible risks inherent in adventure travel.

## **CANCELLATION OF BOOKING**

In case you encounter any problems participating in or getting to the course, please let us know in time. Anyone is free to cancel her/his reservation at any time. As we already might have some people on the waiting list, your place being assigned to someone else will make her/him happy. In the case that your place

will be inherited by someone on the waiting list, as soon as she/he paid we will **refund you 100% of the course fee.** 

If your course place can not be assigned to someone else, please find below a table of the cancellation arrangements:

| Cancellation in days prior to course | Refund granted |
|--------------------------------------|----------------|
| ≥ 121 days                           | 100% refund    |
| 85 - 120 days                        | 75% refund     |
| 57 - 84 days                         | 45% refund     |
| 43 - 56 days                         | 25% refund     |
| 22 - 42 days                         | 15% refund     |
| 00 - 21 days                         | 00% refund     |

It is within your own responsibility to make sure you can attend the course, this includes every participant being responsible to arrange transportation her/himself. We highly recommend to any surfer, traveller and participant alike to have a travel cancellation insurance which covers costs caused by unforeseen conditions that might endanger your trip. The SMI and/or the *ASLS course* team are not responsible for changes that arise as a result of vis major and are out of our control such as technical or maintenance problems with transportation, changes imposed on rescheduling or canceling flights by an airline, airline strikes, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather, terrorist activity or bureaucratic obstacles.

# PHOTOGRAPHY, VIDEO & OTHER MEDIA

You are welcome to take pictures ands videos while at the venue, during free events, surfing, etc. However taking taking photos, video and/or audio recordings during exams, lectures, workshops, and alike is strictly prohibited without a written permission by the course staff. You must agree that any photography taken by the SMI prior to or during the course, which may include you in it, is the property of the SMI and may be used in future publicity materials by the SMI.

We will be happy to share the photographs and/or videos taken by the *ASLS course* staff and/or Cours photo-/videographer with you. The copyright of those images stay with the ASLC course / SMI, but you arte invited to use them for private purpose and/or social media. Commercial use of all photos, videos or audio recordings taken during the course, e.g. for advertising of your own work or your professional services, is strictly prohibited without a written permission by the course director.

All learning material and literature provided to you is as is and intended for this very course. You are allowed to use the provided learning material and literature for personal use after the course. It is prohibited to copy, sell, distribute or publicly show the material provided. Please refer to the legal disclaimer within the provided manual for further details.

### **ACCOMMODATION**

During the course we will provide accommodation in lovely multi-room apartments with an own bath, kitchen, 2 to 8 persons per multi-room apartments in the Lisbon area, roughly a 45 min drive from Lisbon airport, Portugal. If you are joining a course alone and don't have any preferred room-mate(s) you will be partnered with persons of the same sex.

## **HEALTH, SAFETY, FITNESS & YOUR INSURANCE COVER**

The course in which you will be participating will require a good level of fitness, strength and endurance and it is your responsibility to ensure that you have the appropriate level of fitness to undertake the challenge. You should check with your doctor to ensure that you are sufficiently fit and healthy to participate in the event. For any overseas course, you will need to complete a medical questionnaire and the SMI reserves the right to obtain further information from you and/or your GP relating to any medical condition they are concerned about, and also reserve the right to refuse entry to any participant that they feel is not medically fit enough to take part. If your medical condition changes in any way after completing the medical form and before the departure date, then you must inform the SMI and the insurance company of these changes. You should take into account that medical and other facilities at your destination are likely to be inferior to those in your home country. It is a condition of registration that in the event of an emergency we have your authority to arrange any necessary surgical or medical treatments that you might need and to sign any consent forms on your behalf.

# COVID-19

- In the event of a cancellation or postponement due to government order, Surfing Medicine International reserves the right to reschedule the event and offer an exchange to the rescheduled event.
- We reserve the right to add, withdraw, reschedule or substitute speakers, instructors, and/or vary advertised programs, prices, venues, seating arrangements and audience capacity.
- We reserve the right at any time, to change the venue of the event. In the event of a change in venue, we will publish details on the Surfing Medicine International website and inform you via email, given you supplied a working email address.
- In the event of a reschedule, event participants / registrants will be contacted directly via email by Surfing Medicine International and presented with options to receive an exchange to the rescheduled event, or to request a refund. You will have 28 days to respond.
- Failure to notify us of your selection within 28 days of the email being sent will infer that you select to have your tickets exchanged to the rescheduled event.
- If the event is unable to proceed on the advertised date or location, Surfing Medicine International reserves the right to reschedule the event and offer an exchange to the rescheduled event.
- There will be no refund on any unused portion of tickets if you or your invitees are asked or forced to leave or if you decide not to attend any part of the event
- As the ticket purchaser you are responsible for communicating information to the other members of your group.
- Surfing Medicine International is not required to offer a refund, exchange, or credit if:
  - A event participant / registrant is well and does not wish to attend an event due to fears of exposure to Coronavirus (COVID-19); or
  - A event participant / registrant is unwell and does not attend an event (other than due to Coronavirus (COVID-19) illness or symptoms which can be proven by display of a positive or negative COVID-19 test result); or
  - A event participant / registrant is from a group at a higher risk of Coronavirus (COVID-19); or
  - A event participant / registrant is denied entry into the event for reasons which were disclosed to the event participant / registrant in the ticket terms and conditions at the time of sale. For example, these reasons may include (but not be limited to) non-compliance with mandatory mask wearing or unwillingness to provide personal contact information when requested; or
  - The event participant / registrant attends the performance and subsequently leaves part way through due to feeling unwell.

- In the event of a mandated requirement to self-isolate and/or mandated border closures, ticket holders may request a refund, exchange, or credit if:
  - Proof of mandatory isolation is provided or reasonable evidence proving restriction to travel due to government order is provided
  - Requests are made within 14 days from the date displayed on your entry ticket
  - Surfing Medicine International may reserve the right to refuse remedy if:
    - There is no current government order restricting entry into the host country without having to mandatory quarantine, at the time of the event
    - It cannot be proven by government order that you were restricted to travel into the host country or at the time of the event.
    - Requests are not made within 14 days from the date of the event's start
  - If your reason for not attending the event is due to COVID-19 illness or symptoms and/or in the event of a mandated requirement to self-isolate and/or mandated border closures and can be supported with the evidence of COVID-19 positive or negative test result and/or sufficient evidence proving your inability to travel due to government order at the time of the event, you may submit a request for a refund. Refund requests may only be submitted within 14 days from the date displayed on your payment confirmation.

### PATRON HEALTH DECLARATION

All attendees, event participants or registrants of Surfing Medicine International events must commit to stopping the spread of COVID-19.

The primary ticket purchaser agrees that they nor anyone in their group will attend the event if, at the time of the event, they are unwell or subject to a self-quarantine or self-isolation period.

- If you and/or the members of your group are unwell, or have experienced cold or flu like symptoms within the last 14 days, and/or you or any members of your group have been in contact with someone with COVID-19 and/or have returned from interstate or overseas and have been advised to isolate, we ask that you do not attend the event until you are well again and/or have been released from isolation and cleared by COVID-19 testing.
- If you are attending the event as part of a group, as the primary ticket purchaser, you are responsible for knowing the contact details of all attendees in your group. In the event you are contacted directly by the government, including the DOH for the purpose of contact tracing, you must: a) make the contact details of you and your group available and b) contact each member of your group, and request that they provide their contact details directly to the relevant health authorities.
- Venue management have a right to evict patrons who are displaying COVID-19 symptoms. If an eviction from an event occurs, the event participant / registrant and/or accompanying group will not be entitled to a refund or exchange.

### **CONTACT TRACING**

- The event participant / registrant agrees to additional contact tracing on the days of the event by methods provided the government or Surfing Medicine International
- Should the primary ticket buyer be attending the event as part of a group, they are responsible for knowing the contact details of all attendees in their group. If they are contacted directly by the government including the DOH for the purposes of contact tracing, they must:
  - a) make the contact details of their group available to the government, or
  - b) contact each member of their group, and request that they provide their contact details to the government directly.

### **CANCELLATION OF COURSE**

The SMI reserves the right to cancel a course in any circumstances. Your course will not be cancelled less than 12 weeks before the departure/start date unless due to circumstances outside of our control. If we have to cancel your course due to reasons other than that of vis major, we will either offer you an alternative course or a full refund. If the course does not have the minimum number of participants the course fee will be returned to you but we will not be liable for any incidental (travel)expenses that you may have incurred. We will not cancel a trip due to low numbers less then 12 weeks before departure/start date.

#### **ALTERATIONS**

The SMI and its supplier of accommodation and land or sea arrangements shall be entitled to change the details of itinerary. If we are required to change the itinerary in any way during the course, the Course Staff will facilitate this to the best alternative. The decision of the Course Leader is final. The SMI and/or the ASLS course team are not responsible nor liable for changes that arise as a result of vis major and are out of our control such as technical or maintenance problems with transportation, changes imposed on rescheduling or canceling flights by an airline, airline strikes, war or threat of war, civil strife, industrial disputes, natural disasters, bad weather, terrorist activity or bureaucratic obstacles.

## STANDARD & QUALITY OF ACCOMMODATION & SERVICES

Your booking is accepted on the understanding that you realise that the tourism infrastructure in relation to both travel and accommodation may be substantially lower than you would expect it at home and you should not have unreasonable expectations of the facilities that will be provided. As a consequence we will endeavour to make sure connections and transfers go smoothly but this may not always be possible due to local political situations, weather, mechanical breakdown, or other unforeseen circumstances. Timings of air, sea, road and rail departures are therefore estimates only due to the above possible situations occurring.

# PASSPORTS, VISAS AND HEALTH

It is your responsibility to ensure you have the correct passport and visa to gain access to any country/ region included in the event. Please contact the relevant Embassy, Consulate or Foreign Office for the exact requirements. Where you do not do so and are either not allowed to enter any country or suffer personal injury or death, we have no liability to you for any cost loss or damage that you suffer.

### **COURSE CERTIFICATE / PROOF OF ATTENDANCE**

To receive the ASLS course certificate you must:

- · Attend the full ASLS course
- · Pass the written exam
- · Pass the practical exam
- Meet the criteria of necessary water fitness (see above)
- Show visible confidence in unbroken and broken waves, both of which will be continuously assessed throughout the course

Receiving the ASLS certificate by meeting all of the criteria above will make you an ASLS certified health professional. The ASLS certification lasts for four (4) years from the completion of your course.

Anyone NOT meeting the criteria described above, but having been present during the course is still eligible to receive a <u>proof of attendance</u>. This can still be used to file for educational points.

See reserve the right to alter and/or adjust the layout and/or wording of the the *ASLS course* certificate and/or Proof of Attendance to reflect changes in legislation, course content and/or your personal qualification and/or other unforeseen circumstances. Such changes of the documents described above can be made without prior written notice or without your prior agreement.

### **POST COURSE LIABILITY**

The SMI and/or ASLS course team is not responsible for any decision or action you might take if you are subsequently employed as a medic on any expedition after the completion of any of the the SMI and/or ASLS courses. In addition, be aware that any medical treatment and decision has to be individually adapted to the respective setting, patient's peculiarities, rescuers involved, etc.

## YOUR CONTRACTUAL REQUIREMENTS

By filling out the application form you agree to accept the authority and decisions of our employees, group leaders, agents and suppliers while on the course. The Course Leader may at any time during the course of the event terminate your participation if they consider it necessary for the health or safety of you or the group. If you commit an illegal act we shall cease to have responsibility to you or for you and you will be excluded from the course, and will not have the right of any refund, nor certificate or proof of attendance. By applying for this course you are confirming that any legal action you might bring against the company or any of its employees will always take place within Dutch law and the exclusive jurisdiction of the Dutch Courts.

# **PRIVACY POLICY**

We are very delighted that you show interest in our Privacy Policy. Data protection is a particularly high priority for the management of Stichting 'Surfing Medicine International'. Find our full Privacy Policy here:

WWW.SURFINGMED.COM/PRIVACY-POLICY/

### **LEGAL DISCLAIMER**

Copyright © 2012 - 2021 by Stichting 'Surfing Medicine International' (SMI), formerly the 'European Association of Surfing Doctors' (EASD). All rights reserved.

http://www.surfingmed.com

Distribution of this publication is subject to restrictions in the license or agreement under which this publication is provided to registered participants and instructors of the "Advanced Surf Life Support<sup>™</sup>" (ASLS) course by Stichting 'Surfing Medicine International' (SMI).

#### ATTRIBUTIONS AND ACKNOWLEDGEMENTS

ASLS™ and Surf Life Support™ are protected names registered to 'Surfing Medicine International' (SMI), formerly the 'European Association of Surfing Doctors' (EASD). All other trademarks are the property of their respective owners.

### DO NOT REPRODUCE OR TRANSMIT

Unless otherwise specifically authorised, no part of this publication and/or the ASLS course manual and/or other course related document may be posted, played, transmitted, distributed, copied or reproduced in any form or by any means, electronic or mechanical, including photocopying, recording, or retaining on any information storage and retrieval system, without prior written permission from the board of directors of *Surfing Medicine International*.

Requests for permission to reproduce content or host a licensed course should be directed to M. Goettinger, MD, CEdO of the *SMI*, in written form via email to <u>ASLS@surfingmed.com</u>

### NOT TO BE USED AS SUBSTITUTE FOR ONGOING PROFESSIONAL DEVELOPMENT

This publication is intended to provide accurate and authoritative information to prepare registered participants of the *ASLS course* on that account. The nature of the information in this publication is subject to continuous update as and when new evidence emerges. Therefore, the text may change at any time without notice and before a participant's renewal of certification. As such, neither this document nor the course manual manual should not be used in isolation as a substitute for ongoing professional development, continued medical education, competency maintenance, practical training, and update-of-knowledge; or exclusively as an out-in-the-field handbook. In addition, be aware that any medical treatment and decision has to be individually adapted to the respective setting, patient's peculiarities, rescuers involved, etc.

The views expressed herein are those of the authors and do not necessarily reflect the view of *Surfing Medicine International*. The use of trade name or name of commercial sources is for information only and does not have endorsement by *Surfing Medicine International*. Neither *Surfing Medicine International* nor the authors make guarantees or warranties concerning the information contained herein.

THIS DOCUMENT WAS LAST UPDATED ON 1. MARCH 2021

WWW.SURFINGMED.COM / WWW.SURFLIFESUPPORT.COM