

THE POINT



SURFPARK

Terms and Conditions

These Terms and Conditions apply to purchases, bookings, admissions, rentals, lessons, and participation at The Point Surf Park. They are intended for guest-facing use and operational consistency across park transactions and activities.

1. General Terms

- By purchasing vouchers, passes, bookings, memberships, rentals, retail items, lessons, packages, wellness activities or other products or services from The Point Surf Park, by entering The Point Surf Park property, or by participating in any activity offered by The Point Surf Park, you agree to comply with these Terms and Conditions, together with all applicable park rules, safety requirements, policies, waivers, and posted instructions.
- These Terms apply to all transactions, reservations, admissions, and activities associated with The Point Surf Park and its premises.

2. General Purchase Terms

- All purchases made through thepointsurfpark.com, on The Point Surf Park property, through any authorized sales or booking channel are final and binding.
- The Point Surf Park uses its point-of-sale and transaction processing systems to complete guest purchases, reservations, and related transactions.
- Full payment is required at the time of every purchase. The Point Surf Park does not accept deposits.
- No reservation, session, lesson, rental, membership purchase, package purchase, retail transaction, gift card transaction, add-on, or other booking will be confirmed unless payment has been successfully received in full.
- Tickets, vouchers, passes, reservations, and session bookings are valid only for the date, time, and product for which they were purchased, unless otherwise approved by The Point Surf Park.
- Voucher and Gift Card Validity: Any voucher or prepaid purchase made without a confirmed booking date is valid for one year from the date of purchase. Gift cards are valid for two years from the date of purchase. All vouchers and gift cards must be redeemed before their expiration date and are subject to availability, blackout dates, and any applicable booking requirements.
- Any person attempting to enter or participate without valid admission, a valid reservation, or required authorization may be denied entry or removed from the property.
- The Point Surf Park reserves the right to correct pricing mistakes, inventory errors, booking errors, system issues, or other obvious errors and may cancel or refuse a transaction affected by such an error.

3. Surf Session Booking, Cancellation, and Change Policy

- All surf session purchases made through thepointssurfpark.com, on park property, through an authorized sales channel are final once completed.
- Full payment is required at the time of booking for all surf sessions and related purchases.
- Session bookings, passes, vouchers, and tickets are valid only for the date and time selected at the time of purchase, unless otherwise approved by The Point Surf Park.
- Once a surf session has been reserved, the booking is subject to the following cancellation and change rules:
 - If a guest cancels 7 or more days before the scheduled start of the session, the booking will be released without penalty, and the paid value will be retained as a voucher for future use.
 - If a guest cancels less than 7 days but at least 72 hours before the session start time, the booking may be canceled, but 50% of the session value will be forfeited. Any remaining eligible value will be issued as a voucher for future use.
 - Except where Booking Insurance was purchased, no booking changes, modifications, or rescheduling are permitted within 72 hours of the scheduled session start time.
 - If Booking Insurance was purchased for the reservation, the guest may cancel or modify the booking up to 24 hours before the scheduled surf session start time.
 - A reservation may be reassigned to another individual only if permitted by The Point Surf Park and completed in accordance with park procedures. Any unused portion of the booking will not be refunded or credited.
 - Guests who fail to appear for their scheduled session, or who arrive more than 30 minutes after the scheduled start time, will be considered a no-show and will lose the full value of the booking. Guests arriving within the 30-minute grace period may be allowed to participate only if time, space, and operational conditions allow. If The Point Surf Park must close or suspend operations because of weather, lightning, mechanical issues, maintenance, safety concerns, or other operational conditions, the park may issue a full credit, partial credit, voucher, rebooking option, or other remedy based on the portion of the reservation affected.
 - Entry into the surf lagoon is not permitted without a valid booked session, pass, or other authorized admission.

4. Age Restrictions and Participant Requirements

- The minimum height to surf is 42 inches / 3.5 ft. Minimum height requirements for public sessions, private sessions, lessons, camps, clinics, and specialty programs shall be established by The Point Surf Park and may vary by program type.
- The Point Surf Park may require additional screening, approval, or supporting information before allowing a minor or any participant to enter a session outside normal eligibility requirements.
- All participants must be able to swim and perform reasonable self-rescue appropriate to the activity.
- Any participant under the age of 18 must have all required waivers and participation documents completed by a parent or legal guardian before taking part in any activity, and the parent and/or legal guardian must be present during check-in.
- Children below the minimum supervision age (18 years old) designated by The Point Surf Park must be accompanied by an adult.
- The Point Surf Park reserves the right to refuse participation if a guest does not meet eligibility, ability, safety, or supervision requirements.

5. Conduct and Safety

- All guests, participants, and visitors must behave in a respectful, safe, and responsible manner at all times while on The Point Surf Park property.

- Guests and participants must:
 - follow all written and verbal instructions given by The Point Surf Park staff
 - use required safety equipment when directed
 - behave in a way that does not endanger themselves, staff, or other guests
 - remain responsible for their own belongings and for minors or other persons under their supervision
 - comply with all park rules, safety rules, signage, and operational instructions
- The following are prohibited:
 - unsafe conduct in or around the lagoon or park facilities
 - physical aggression, threats, harassment, or abusive language
 - excessive profanity or disruptive behavior
 - being under the influence of alcohol or drugs
 - possession or use of illegal substances
 - possession of weapons
 - smoking, vaping, or use of e-cigarettes except where specifically permitted
 - glass containers in restricted areas, including lagoon areas
- The Point Surf Park may inspect bags, lockers, and personal property where reasonably necessary for safety, security, or policy enforcement.
- Any guest may be denied entry, removed from an activity, or ejected from the property without refund if The Point Surf Park determines that the guest:
 - presents a safety concern
 - is in violation of park rules or applicable law
 - is under the influence in a way
 - acts abusively or disruptively
 - refuses to follow staff direction
 - otherwise behaves in a manner inconsistent with these Terms

6. Surf Code of Conduct

- Surf Within Your Ability - Guests must only participate in sessions suitable for their skill level. If staff determine that a surfer is in the wrong session, is creating a hazard, or is unable to participate safely, The Point Surf Park may reassign or remove the surfer from the session. Removal from a session does not guarantee a credit or refund.
- Respect the Queue - Unless otherwise stated for a specific program or format, a one-at-a-time priority system applies in the lagoon. Surfers must wait their turn and may not interfere with another guest's wave.
- Missed Waves - If a guest misses their wave, is not in position, or falls, that guest must return to the queue and wait for the next opportunity.
- Keep Clear - If a surfer falls, the surfer must clear the riding area as quickly and safely as possible and follow all staff direction regarding channels, exit paths, and safe positioning.
- Respect Others - Guests must treat staff and fellow surfers with courtesy and respect at all times. Aggressive behavior, verbal abuse, intimidation, and physical confrontation will not be tolerated.
- Violations - If a guest breaks the surf code of conduct, The Point Surf Park may issue a warning, remove the guest from the session, reassign the guest, or require the guest to leave the property. These decisions are made at The Point Surf Park's discretion.
- Lagoon closures or operational stops may occur at any time due to weather, lightning, emergency conditions, maintenance, or safety concerns. Guests must respond to staff instruction promptly and respectfully.

7. Equipment Usage

- Only equipment approved by The Point Surf Park may be used in surf areas.
- Guests may be allowed to use their own surfboards or bodyboards only if those items are inspected and approved by staff for safety and compatibility.
- The Point Surf Park may restrict equipment based on session type, guest skill level, safety concerns, size, shape, fin configuration, or other operational considerations.
- Helmets may be required for certain sessions, age groups, coaching programs, wave types, or skill levels. Even where not required, helmets may be recommended.
- Rash guards, wetsuits, leashes, and other protective or session-specific gear may be required depending on program rules.
- Non-approved equipment or non-surf activities in designated surf zones are prohibited unless expressly authorized.
- SUPs are not permitted in public sessions. SUPs are only available during private sessions.
- Foils are not permitted in either public or private sessions unless expressly authorized by The Point.
- Guests using rental equipment agree:
 - to inspect the equipment before use and report any issue immediately
 - to use the equipment only as intended
 - to return the equipment in the condition received, ordinary wear excepted
 - to remain responsible for loss, theft, misuse, excessive damage, or non-return of rented items
- The Point Surf Park will charge replacement, repair, cleaning, or late-return fees where applicable.

8. Lockers

- Guests are responsible for making sure their locker is properly secured during the rental period.
- To the fullest extent permitted by law, The Point Surf Park is not responsible for property lost, stolen, misplaced, or damaged in any locker or elsewhere on the premises.
- Locker use ends at the expiration time stated by The Point Surf Park or, if no time is stated, at park close on the day of use.
- The Point Surf Park may open, inspect, search, or empty a locker if it reasonably suspects illegal activity, a safety issue, policy violation, or any circumstance requiring action to protect guests, staff, or property.
- Guests may not store illegal, hazardous, flammable, or prohibited items in lockers.

9. Waiver Requirement

- Every guest must complete any waiver, release, acknowledgment of risk, and other required participation documents before engaging in any activity on The Point Surf Park property for which such documents are required.
- A guest may not participate in surfing, lessons, rentals, or related activities unless the required documents have been properly completed and accepted.
- For any participant under age 18, all required documents must be completed by a parent or legal guardian.
- Waivers and related documents are a mandatory condition of participation and, where applicable, entry.

10. Media Rights, Photography, and Videography

- Drones are not permitted.
- By entering The Point Surf Park property, you consent to being photographed, filmed, recorded, or otherwise captured in audio, video, or still image format by The Point Surf Park or its representatives.
- The Point Surf Park may use such media for promotional, advertising, editorial, marketing, social media, broadcast, operational, archival, and other lawful purposes without additional notice or compensation.
- Personal photography and filming may be allowed in designated or public areas for private, non-commercial use only, subject to park rules and staff direction.

- Cameras such as GoPro or Insta360 devices may be permitted only in approved configurations and only where allowed for the applicable session or activity.
- Photos, videos, or recordings created by guests may not be used for commercial purposes, brand partnerships, advertising, sponsorship promotion, or monetized distribution without The Point Surf Park's prior written approval.
- The Point Surf Park will make session photos or videos available for purchase but does not guarantee that any specific guest or session will be captured.

11. Liability

- Guests acknowledge that surfing, water activities, recreational participation, and general attendance at an active surf park involve inherent risks, including the risk of injury, illness, property damage, or death.
- To the fullest extent permitted by law, The Point Surf Park and its affiliates, owners, officers, employees, contractors, agents, licensors, and partners are not responsible for injury, loss, or damage arising from participation in activities or presence on park property, except as otherwise required by law.
- Participation in all activities is voluntary and at the guest's own risk.
- Nothing in these Terms limits the effect of any separate waiver, release, or assumption-of-risk agreement signed in connection with participation.

12. Lost or Stolen Items

- The Point Surf Park is not responsible for lost, stolen, or damaged personal property.
- Guests are encouraged to secure their belongings and make use of lockers or other available storage options at their own discretion.

13. Pets

- Pets are not permitted on The Point Surf Park property.
- Service animals are permitted as required by applicable law. Any service animal must remain under control and must perform work or tasks directly related to a disability.

14. Privacy and Transaction Records

- The Point Surf Park may collect, store, and use transaction, booking, participation, and contact information for operational, legal, safety, reporting, fraud-prevention, guest-service, and marketing purposes, in accordance with its applicable privacy practices.
- The Point Surf Park uses transaction and booking records to support authorized park operations.

15. Right to Refuse Service

- The Point Surf Park reserves the right to refuse service, deny participation, cancel a transaction, revoke admission, or remove any guest from the property where reasonably necessary for safety, policy enforcement, suspected fraud, misconduct, intoxication, harassment, abusive behavior, operational necessity, or violation of these Terms.

16. Changes to Terms

- The Point Surf Park may update, revise, or amend these Terms and Conditions at any time. Guests should review the current Terms before visiting, booking, or participating. Continued use of The Point Surf Park, including continued access, booking, purchase, or participation, constitutes acceptance of the then-current Terms.