

Terms and Conditions for Sail Monterey Sailing School Services on Third-Party Platforms

Welcome to Sail Monterey Sailing School! These Terms and Conditions outline the rules and guidelines for booking our sailing courses and services through third-party platforms. By booking with us, you agree to these terms.

1. Bookings

- All bookings must be made through the designated third-party platform.
- Availability is on a first-come, first-served basis.
- Your booking is confirmed once payment is processed and you receive a confirmation email or notification.

2. Payment and Pricing

- Prices listed on the third-party platform are final and include applicable taxes unless stated otherwise.
- Payment must be made in full at the time of booking.
- We process payment information and all transactions are handled securely by Sail Monterey directly.

3. Cancellations and Refunds

- **Cancellations by You:**
 - Cancellations must be made at least 14 days before the course start date for a full refund.
 - Late/no show students will NOT receive a refund, credit, or a rain-check. If you miss the boat, you must pay full price for another ticket for the class.
- **Cancellations by Sail Monterey:**
 - We reserve the right to cancel courses or charters due to unforeseen circumstances such as weather, safety concerns, or instructor availability.
 - In such cases, we will notify you promptly and offer rescheduling options or a full refund.

4. Weather Policy

- Sailing courses and charters are weather-dependent.
- We will notify you in advance if conditions are deemed unsafe and reschedule your booking without penalty.

5. Participation Requirements

- Participants must meet any prerequisites outlined in the course description.
- All participants must adhere to the safety guidelines provided during instruction.
- Sail Monterey reserves the right to refuse participation to individuals who fail to comply with safety or conduct policies.

6. Liability Waiver

- By booking and participating in our services, you acknowledge that sailing involves inherent risks.
- Sail Monterey is not responsible for personal injury, loss, or damage during your participation, except in cases of gross negligence or misconduct on our part.
- Participants may be required to sign a waiver before beginning any course or charter.

7. Privacy and Data Use

- Personal information provided during booking is used only to manage your reservation and provide our services.
- For details on how we handle your data, please refer to our Privacy Policy.

8. Third-Party Platform Policies

- All bookings are subject to the terms and conditions of the third-party platform used to make the reservation.
- Sail Monterey is not responsible for any issues arising from the platform's policies, including account access or payment disputes.

9. Code of Conduct

- Participants are expected to treat instructors, staff, and fellow sailors with respect.
- Sail Monterey reserves the right to remove participants who engage in disruptive or unsafe behavior without refund.

10. Intellectual Property

- All course materials, content, and logos are the property of Sail Monterey and are protected by copyright.
- Participants may not reproduce, distribute, or share these materials without prior written consent.

11. Modifications to Services

- Sail Monterey reserves the right to modify or discontinue any course, service, or pricing without prior notice.
- Existing bookings will not be affected by changes.

12. Governing Law

- These terms and conditions are governed by the laws of the State of California. Any disputes must be resolved in the appropriate jurisdiction within California.

13. Contact Information

For questions or concerns about these terms, please contact us:

Sail Monterey Sailing School
Email: book@sailmonterey.com
Phone: (831) 372-7245