

CAPTAIN TAMA'S LAGOON CRUISES

General Terms and Conditions

We, Captain Tama's, ("the Operator") appreciate your custom and aspire to provide a friendly and safe experience. In participating in this activity, you, the passenger ("you"), agree to the following terms and conditions:

1. Participation in all water-based activities carries a degree of risk and by participating in the activity provided by the Operator you are expressly assuming those risks personally and are, to the maximum extent permitted by law, waiving and releasing the Operator and its officers and employees and any subsidiary or related company from any liability, claims, losses, damages or expenses caused by any event including, but not limited to:
 - a. Personal injury or death;
 - b. Property loss or damage;
 - c. Acts which may be construed as negligent or accidental;
 - d. Any other loss, damage, suffering, emotional or nervous disorder.
2. You agree that your successors, executors, administrators and next of kin are bound by these terms and conditions.
3. You agree the Laws and courts of the Cook Islands apply exclusively to these terms and conditions and you agree not to commence any litigation or proceedings in any country in relation to the risks and perils set out in clause 1 above and to indemnify the operator against any such claims. In the event that any liability is attributed to the Operator, such liability is limited to the price paid by you to the Operator for the activity.
4. You confirm that you are physically fit and suffer no medical conditions which may be aggravated by this activity.
5. You consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify the Operator against any claims in respect of this treatment.
6. You agree to listen to the driver/guide, follow their instructions and make sure any children in your care do the same. The Operator reserves the right to remove or to refuse to allow any passenger to participate who does not comply with instructions or who is deemed to be a nuisance, acting recklessly or otherwise considered to be unsuitable to participate.
7. Cancellations by the Operator - The Operator reserves the absolute right to cancel or vary any service for any reason including as a result of weather conditions, insufficient reservations or any unforeseen event or circumstance. The selling agent and/or Operator accept no responsibility for any loss or additional expenses arising from changes, delays or cancellations of the services and activities of the Operator.
10. This voucher is non-refundable (other than at the absolute discretion of the Operator) however pre-paid bookings can be altered in accordance with the following:
 - a. Up until 24 hours prior to the date and time of any pre-paid reservation you may change (subject to availability) or cancel your booking at no charge by contacting the Operator directly.
 - b. Within 24 hours of any scheduled reservation any change to the booking is at the absolute discretion of the Operator and may incur a fee up to a maximum of 100% of the price paid for the activity or service.
 - c. In the event that a pre-paid reservation is not utilised by the customer without any notification to the Operator this voucher is deemed to have been used.
11. Any decision regarding an exception to the stated policy in these terms and conditions will be made entirely at the discretion of the Operator.