



Swimming Pool and Resort Waiver and Disclaimer Terms and Conditions

Welcome to California Beach - Pansol!

Our temperature regulated and automated swimming pools and other resort facilities are available for use **only** by our registered and authorized guests. Please note that California Beach - Pansol is a **PRIVATE RESORT**; hence, there will be **NO LIFEGUARD ON DUTY**; and this is intended for our guests' maximum privacy. However, in the event of an emergency, the officer-in-charge and resort attendants will be more than glad, willing and able to assist you.

Our swimming pools and other resort facilities are intended for use by permitted guests aged 18 and above only. For minor and children under this age, close supervision by parent or responsible adult over 18 years old is strictly required.

In making use of our facilities, guests will be deemed to have accepted sole responsibility for their own safety and that of the safety of their family members and companions.

The owner-operator, **One California Beach Private Pools**, provides and maintains appropriate safety and security precautions, rules and equipment. Therefore, One California Beach Private Pools will not be responsible and liable for any loss of or damage to guests' properties and for any personal injury or death which may arise from the use of our swimming pools and other resort facilities.

Please do not use any of our facilities when under the influence of alcohol or illegal drugs.

STRICTLY OBSERVE SAFETY & HYGIENE:

- Use the toilet and shower before swimming.
- Use proper swim attire when swimming.
- Dangerous activities and risky behavior are prohibited in or around the swimming pools. Guests must not run around or near the pools; climb, sit on or jump from fences; dive in shallow water; dunk, push, pull or splash other people. Back jumps, twisting and flips are not permitted at any time.
- Be aware of the depth markings of the swimming pools at all times. Remember **NO LIFEGUARD ON DUTY**.
- No glass or breakable containers, hazardous and sharp metal objects are allowed in or near the swimming pools.



- All minors and young children must be accompanied by a parent or by a responsible adult when swimming or near the swimming pool.
- No smoking is allowed except in designated smoking areas.
- Spitting, spouting water, blowing of nose and discharge of bodily fluids in the pool is prohibited.
- Toddlers will not be allowed to wander around the pool deck or sit on the edge of the pool unless accompanied by a parent or a responsible adult.
- Your protection is our ultimate concern; hence, avoid going to and swimming in the pools if you have open wounds.
- Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal of the officer in-charge or resort attendants.
- **Walk at all times! Do not run! Floors and grounds of the resort are slippery especially when wet!**

STRICTLY OBSERVE SECURITY PRECAUTIONS:

One California Beach Private Pools provides 24-hour security. We are equipped with CCTV cameras for our guests' protection.

Guests are required to present one (1) valid identification card upon signing in the GUESTS INFORMATION SHEET.

For families or groups, a coordinator or set of coordinators must be assigned or designated by the family or group of guests. Coordinators shall be in charge of reminding their companions of the rules on security, safety and hygiene. Coordinators will be accountable and responsible for all violations, untoward activities, actions and behaviors of their family members or group mates.

Security guards of the resort shall have all the rights to inspect bags of guests whenever the situation arises based on our Inspection Guidelines. Please cooperate at all times as this is for your protection.

Be that as it may, One California Beach Private Pools will not be held responsible or liable in the event of damage, loss or theft of your properties, including your motor vehicles. Guests must safely keep their monies and other valuables.

Only registered guests are allowed to use our resort and facilities. In the event that a registered guest allows an unregistered person to enter his/her room or access the resort or use its facilities, then One California Beach Private Pools will not be responsible and liable in case of untoward incidents.



We reserve the right to refuse entry or eject guests and other groups and individuals from the premises of the resort for breach or violation of these terms and conditions.

BREAKAGES AND MISHANDLING OF RESORTS PROPERTIES:

Applicable charges will apply based on current prices of repair and/or replacement of resort properties that were broken or mishandled by guests.

For this purpose, we reserve the right to require from guests a reasonable security deposit on a case to case basis.

CANCELLATION, REFUND, RESCHEDULING AND FORFEITURE POLICY:

Requests for rescheduling of booking reservations **within** 48-hours prior to the scheduled date and time of arrival of guests are not allowed. Any and all payments and down payments, including reservation fees, shall be forfeited in full in favor of One California Beach Private Pools as penalty for violating this policy.

In other instances, requests for rescheduling are allowed. However, the new schedule must neither be on a weekend (including Friday) nor on a regular or special holiday. Moreover, the new schedule must be within two (2) months from the original schedule. Otherwise, any and all payments and down payments, including reservation fees, shall be forfeited in full in favor of One California Beach Private Pools as penalty for violating this policy.

Reservation fees cannot be refunded.

Refund of payments and down payments are strictly not allowed except in extremely meritorious instances supported by convincing proof or evidence.

Be that as it may, One California Beach Private Pools reserves the right to cancel any booking or reservation on its own initiative and/or refund the payments, down payments and reservation fees paid by guests at its sole discretion pursuant to best practices in customer relations, resort management and leisure marketing.

By signing (or by reply to our email that you agree), you have solemnly declared that you have carefully read and completely understood the foregoing waiver and disclaimer terms and conditions, and voluntarily agreed to all of them.

Print Complete Name: _____

Signature: _____

Date Signed: _____