

# Camp Terms & Conditions

Echevarri Sports Academy · 2026 Season · Version 2026-v3 (July 2026)

These Terms and Conditions govern the participation of minors enrolled in the activities organized by Echevarri Sports Academy (hereinafter, "Echevarri Sports") within the framework of its camp programs. Acceptance by the parent or legal guardian is a prerequisite for formalizing the minor's registration.

The camp organizer is Echevarri Sports SL, Tax ID (CIF) B16383192, with registered address at Urb. Los Naranjos Fase V, 29600 Marbella (Málaga), Spain. Contact email: [info@echevarrisports.com](mailto:info@echevarrisports.com).

## 1. Informed Consent and Acknowledgement of Risks

The undersigned parent or legal guardian hereby grants full authorization for the minor's participation in all activities organized by Echevarri Sports during the selected camp session.

The signatory acknowledges that sports and physical activities involve inherent risks, including but not limited to bruises, sprains, fractures, heat-related conditions, overuse injuries, and more serious injuries. By accepting these terms, the signatory knowingly and voluntarily assumes all such risks, whether foreseeable or unforeseeable, to the fullest extent permitted by applicable law.

The signatory releases Echevarri Sports, its directors, staff, coaches, collaborators, and any supporting entities or facilities used during the camp from any liability arising from the minor's participation, except in cases of proven wilful misconduct, gross negligence, or where liability cannot be excluded under applicable law.

## 2. Image Consent and Personal Data Protection

During the camp, photographs and video recordings may be taken for internal documentation, family communication, promotional materials, and publication on Echevarri Sports' digital channels, including social media and website.

The signatory expressly authorizes the use of the minor's image and voice for these purposes, without financial compensation and for an indefinite period, subject to written revocation that may be communicated to the official contact email at any time.

In compliance with Regulation (EU) 2016/679 (GDPR) and the Spanish Data Protection Act (Organic Law 3/2018), personal data provided will be processed by Echevarri Sports as data controller for the purposes of managing the registration, maintaining communication with families, complying with legal obligations and, where applicable, providing information about future editions. The legal basis is the performance of the contract and the express consent of the interested party. Data will be retained for the time necessary to fulfil such purposes and applicable legal obligations. The signatory may exercise their rights of access, rectification, erasure, objection, restriction of processing, and portability by writing to the official contact email, and may lodge a complaint with the Spanish Data Protection Agency.

Any health-related data provided will be processed with the utmost confidentiality and used solely to ensure the safety and well-being of the minor during the camp.

## 3. Medical Authorization and Insurance Coverage

The parent or legal guardian authorizes the staff of Echevarri Sports, or any responsible adult present at the time of an incident, to arrange for medical care for the minor in the event of an emergency. This authorization includes transportation to a medical facility and the adoption of any measures necessary to preserve the minor's life, health, and well-being until the parents or guardians can assume responsibility.

Echevarri Sports undertakes to contact parents or guardians as soon as reasonably possible in the event of any significant incident. This authorization shall remain valid for the entire duration of the camp session contracted.

Echevarri Sports holds a valid civil liability insurance policy covering the organization of its activities, as well as a personal accident insurance policy for participants, in accordance with applicable regulations. Nevertheless, families are encouraged to maintain their own medical coverage for expenses not covered by the organization's policies.

#### **4. Declaration of the Minor's Condition**

The parent or legal guardian undertakes to provide, at the time of registration, accurate, complete, and updated information regarding the minor's physical condition, swimming ability, behavioral traits, allergies, illnesses, ongoing treatments, and any other relevant circumstances.

Any medication that must be administered during the camp shall be delivered to the staff in its original packaging, accompanied by written instructions and the corresponding signed authorization. Echevarri Sports reserves the right to limit or condition the minor's participation in certain activities when the technical team deems it necessary to safeguard the minor or the group.

The concealment, omission, or inaccuracy of this information shall release Echevarri Sports from any liability arising from incidents that could have been avoided with a truthful declaration.

#### **5. Drop-off, Pick-up, and Personal Belongings**

Drop-off and pick-up of the minor shall take place exclusively within the time schedule established for each session. Only persons expressly authorized in the registration form may collect the minor and must provide official identification if requested by camp staff.

In the event of delays or if an unauthorized person presents themselves, Echevarri Sports reserves the right to retain the minor on its premises until appropriate authorization is verified.

Echevarri Sports shall not be held responsible for the loss, damage, theft, or deterioration of personal belongings, electronic devices, clothing, footwear, or any other item belonging to the minor during camp activities. Families are encouraged to label clothing and to avoid bringing valuables.

#### **6. Group Supervision**

Camp activities are conducted under group supervision. The signatory acknowledges and accepts that continuous one-to-one supervision is not provided unless expressly agreed in writing.

The technical staff applies the established safety protocols and maintains attention over the group as a whole; however, temporary variations in positioning or attention may occur as part of the normal operation of a dynamic group environment.

#### **7. Water Activities**

Participation in any activity involving pools, splash areas, or similar aquatic environments is subject to Echevarri Sports' internal safety protocols.

The signatory acknowledges that:

- Water environments carry inherent risks, even under supervision.
- Access to water areas may be limited, adapted, or restricted based on group dynamics and operational conditions.

- The use of flotation devices is determined by the organization based on the activity, area, and supervision structure, and is not automatically guaranteed for all participants.

Echevarri Sports reserves the right to restrict or deny access to water activities when deemed necessary for safety reasons.

## **8. Third-Party Facilities**

Camp activities may take place within third-party facilities, including but not limited to hotels, sports clubs, and other venues. The signatory acknowledges that these environments are shared with other users, and that certain elements such as the presence of third parties, the facility's own operations, or environmental conditions are beyond the direct control of Echevarri Sports.

Echevarri Sports shall not be held responsible for incidents arising from factors beyond its direct supervision or control within such shared environments.

## **9. Rules of Conduct and Compliance with Instructions**

Participants must follow the instructions of technical staff and monitors at all times. Echevarri Sports shall not be held responsible for incidents arising from failure to follow such instructions, from the minor moving outside of designated areas, or from behavior that increases risk to themselves or others.

The organization applies a zero-tolerance policy against harassment, violent conduct, and any behavior that compromises the safety or well-being of the group. Echevarri Sports reserves the right to restrict participation or to request the withdrawal of a minor whose behavior so justifies, without this giving rise to any right of refund, except in the cases provided for in the cancellation policy.

## **10. Child Protection and LOPIVI Compliance**

Echevarri Sports complies with the obligations set forth in the Spanish Organic Law 8/2021 on the Comprehensive Protection of Children and Adolescents against Violence (LOPIVI). The organization has a designated Welfare and Protection Coordinator, an internal protocol for responding to situations of violence or harassment, and ensures that all staff in regular contact with minors hold a valid Negative Certificate from the Central Registry of Sexual Offenders and Human Trafficking.

Families may request further information about the child protection protocol through the official Echevarri Sports contact email.

## **11. Emergencies, Unforeseen Events, and Communication Protocol**

Despite the safety measures implemented, unforeseen situations may occur, including but not limited to slips, falls, sudden movements, interactions between participants, or changes in operational or environmental conditions. Echevarri Sports undertakes to respond immediately and proportionately to any incident, without prejudice to the objective impossibility of eliminating all risks inherent to dynamic group environments.

In the event of minor incidents, communication with the family may take place at the end of the activity session. In the event of significant incidents, parents or legal guardians will be contacted as soon as reasonably possible. The priority of the staff will always be to ensure the safety of the minor, which may affect the exact timing of communication.

## **12. Pricing, Payment, Cancellation, Refund, and Deposit Policy**

### **Pricing and price updates**

Echevarri Sports reserves the right to change camp prices according to availability and demand for each day or week. Changes are never retroactive: the price applicable to each registration is the one in force at the time of payment, in accordance with the following rules:

- Full payment of the registration secures the place and definitively locks its price, which will not be modified.
- Payment of the reservation deposit locks the registration price and holds the place on a pre-reserved basis, conditional upon payment of the remaining balance within the period set forth in the section "Deposit and payment of the remaining balance". While the pre-reservation remains in force, the locked price will not be modified.
- Registrations with no payment made do not reserve a place or a price.

If the remaining balance is not paid within the applicable period, the pre-reservation shall lapse as set forth in the following section, and any subsequent request for a place shall be treated as a new registration, subject to availability and to the price in force at that time.

### **Deposit and payment of the remaining balance**

The deposit paid at the time of registration is considered a reservation fee to secure the place and is non-refundable under any circumstances, except in the cases expressly set forth below. If the minor ultimately participates in the camp, the deposit will be deducted from the total payment.

The remaining balance must be paid before the start of the camp, and in any case at least seven (7) calendar days in advance. The deposit holds the place on a pre-reserved basis only until the expiry of that period: once it has elapsed without full payment being completed, Echevarri Sports may release the place and dispose of it, including allocating it to the waiting list, without the signatory being entitled to a refund of the deposit. Any amounts paid in excess of the deposit, if any, will be refunded.

The release of a place due to non-payment of the remaining balance shall not be deemed a cancellation by Echevarri Sports for the purposes of the cancellation policy set out in this section.

### **Week or booking-mode changes**

Week or booking-mode changes may be requested up to seven (7) calendar days before the start of the camp, subject to availability. Any price difference will be calculated on the basis of the locked registration price.

### **Cancellation by the family:**

- With at least fifteen (15) calendar days' notice before the start of the camp: the amount paid will be refunded, with the exception of the reservation deposit and applicable management and operating costs.
- With less than fifteen (15) but at least seven (7) calendar days' notice: the amount paid will be refunded, with the exception of the reservation deposit and applicable management and operating costs.
- With less than seven (7) calendar days' notice before the start of the camp: no refund will be issued and the full amount paid, including the deposit, will be forfeited.
- Cancellation due to a justified medical reason, supported by an official medical certificate: the amount paid will be refunded, less the management and operating costs incurred up to the date of notification.
- Voluntary withdrawal during the camp, for any reason unrelated to the organization: no refund will be issued for the days not attended.

Cancellation by Echevarri Sports: in the exceptional case that Echevarri Sports is obliged to cancel the contracted edition or week for reasons attributable to the organization, the full amount paid, including the deposit, will be refunded.

All cancellation requests must be sent in writing to the official Echevarri Sports email address. The date the email is received will be considered the effective date of cancellation for all purposes.

### **13. Force Majeure**

Force majeure shall include any unforeseeable or unavoidable circumstances beyond the reasonable control of Echevarri Sports, including but not limited to adverse weather conditions, administrative closures, health restrictions, disruption of essential services, supervening inability to use the planned facilities, or other analogous causes.

In such cases, Echevarri Sports will first seek to reschedule the affected week or activity to an alternative date within the same season. If rescheduling is not possible, the participant will be offered a voucher redeemable for a future edition of the camp and, where applicable, a partial refund to be assessed individually based on the costs incurred and the specific circumstances of the case, without prejudice to the rights legally afforded to the consumer.

### **14. Limitation of Liability**

To the maximum extent permitted by applicable law, the liability of Echevarri Sports shall be limited to damages resulting from proven wilful misconduct or gross negligence. This limitation shall not apply in cases where liability cannot be excluded under applicable law.

### **15. Consumer Rights and Applicable Law**

These terms are to be interpreted without prejudice to the rights afforded to consumers under Spanish Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Defence of Consumers and Users, and any other applicable consumer protection legislation.

This agreement shall be governed and interpreted in accordance with the laws of Spain.

### **16. Jurisdiction**

Any disputes arising from or relating to this agreement shall be submitted exclusively to the jurisdiction of the Courts and Tribunals of Marbella (Málaga), Spain, without prejudice to the competent jurisdiction that may correspond to the consumer by law.

### **17. Acceptance and Signature**

Acceptance of these terms by checking the relevant box during the online registration process, or by handwritten or electronic signature, shall have full legal validity in accordance with Regulation (EU) No 910/2014 and Spanish Law 6/2020 regulating certain aspects of electronic trust services.

By accepting these Terms and Conditions, the signatory declares that they have read, understood, and accepted them in full, and acknowledges that such acceptance shall have the same legal effect as a handwritten signature and shall remain valid throughout the duration of the contracted program.

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Echevarri Sports Academy · Marbella, Spain