

FRONT DESK REGISTRATION FORM



NEGRIL
By Karisma

Reservation _____ Room _____

Check-in | 15:00 h. Check-out | 12:00 h.

Arrival time		Departure time	
Arrival date		Departure date	No. of nights
Last name	First name		Birthday
Marital status	Occupation		Phone
Full address		City	State
Country	Zip code	E-mail	

I accept the processing of my personal information according to privacy notice referred to on the back of this document Yes No

I accept that my personal information may be shared with members of the Hotel to receive offers and advertising Yes No

Is this your first visit to a hotel operated by KARISMA Resorts? Yes No Comments

My incidental charges will be settled upon checking out of the hotel (included any items damaged or removed from my room) with:

Other

PLEASE READ THIS FORM IN ITS ENTIRETY, INCLUDING ALL TERMS AND CONDITIONS, BEFORE SIGNING.

I understand and agree that I am liable for this bill and agree to be held responsible in the event that any other adult Guest or any company or association responsible for booking the room fails to pay the full amount of the bill. I acknowledge and agree that the Hotel does not accept liability for any loss, injury or damage sustained by guests arising from the use of the Hotel's facilities or its participation in its sporting or recreational activities. I understand that a safe is located in my room for the safe keeping of my valuables and I acknowledge and agree that I am solely responsible for the protection and safekeeping of my valuables.

I acknowledge that the Hotel has implemented certain policies and procedures to protect the health and safety of its staff and guests and to comply with any guidelines issued by competent authorities for the purposes of controlling the transmission of flu, influenza or other diseases. I agree to comply, and to cause other members of my party to comply, with all such policies and procedures and I understand that if I elect to disregard such policies and procedures, the Hotel reserves the right to refuse service to me and all members in my party and that I or we may be asked to leave the Hotel with immediate effect with no reimbursement for the unused portion of the stay. I acknowledge that the Hotel cannot be held responsible for my actions or the actions of other hotel guests.

I acknowledge and agree that the terms and conditions set forth in this Registration Card shall apply to all persons accompanying me, including any minor children, and I represent that I have the authority to sign this Registration Card on their behalf. I, the undersigned, acting personally and on behalf of those accompanying me, represent, by signing this Registration Card, **THAT I HAVE CAREFULLY READ AND ACCEPT** the terms and conditions and privacy notice set forth herein, including but not limited to the **CHOICE OF LAW AND FORUM SELECTION** provisions herein.

CHOICE OF LAW AND FORUM SELECTION. ANY CLAIMS WHATSOEVER ARISING FROM, IN CONNECTION WITH, OR INCIDENTAL TO ANY PERSONAL INJURY, ILLNESS OR DEATH THAT INCLUDE THE HOTEL, ITS AFFILIATES OR RELATED ENTITIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, SHAREHOLDERS, LICENSORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF KINGSTON, JAMAICA, WHICH IS THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED. ADDITIONALLY, ALL SUCH CLAIMS SHALL BE BROUGHT AND LITIGATED SOLELY AND EXCLUSIVELY IN THE COURTS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED. IT IS HEREBY AGREED THAT THE COURTS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED SHALL BE THE EXCLUSIVE FORUM FOR ANY ACTION, LITIGATION, OR PROCEEDING FOR ALL SUCH CLAIMS. THE GUEST IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND AGREES NOT TO COMMENCE ANY ACTION, LITIGATION, OR PROCEEDING OF ANY KIND WHATSOEVER IN ANY OTHER FORUM.

Front desk Clerk signature

1 Guest signature

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) CAREFULLY. THESE TERMS AND CONDITIONS ARE A LEGAL AGREEMENT WHICH DESCRIBES THE TERMS AND CONDITIONS APPLICABLE FOR ALL MATTERS RELATED TO YOU (HEREINAFTER “YOU” OR “GUEST”) DURING YOUR STAY AT THE AZUL BEACH RESORT NEGRIL (HEREINAFTER, THE “HOTEL”). WHENEVER THE WORD “WE”, “US”, “OUR” OR THE “HOTEL” IS USED HEREIN, IT SHALL MEAN AND INCLUDE, AS THE CONTEXT DICTATES, THE HOTEL, ITS OWNERS, OPERATORS, AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, AND CONTRACTORS. THE TERMS “GUEST”, “YOU” OR “YOUR” SHALL INCLUDE THE PLURAL WHERE APPROPRIATE, TO INCLUDE ALL PERSONS INCLUDED ACCOMPANYING THE PRIMARY GUEST REGISTRANT, INCLUDING MINORS AND INVITEES. ACCEPTANCE OF THESE TERMS AND CONDITIONS BY COMPLETION OF THE REGISTRATION PROCESS SHALL BE BINDING UPON EACH SUCH PERSON AND EACH OF THEIR RESPECTIVE HEIRS AND REPRESENTATIVES. USE OF THE HOTEL AND ITS RELATED FACILITIES IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THESE TERMS AND CONDITIONS BY COMPLETING THE REGISTRATION PROCESS.

1.- USE OF HOTEL. You may only use the Hotel for hotel lodging and related purposes in accordance with applicable law and only these Terms and Conditions and you shall not use the Hotel premises for any other purposes. Please be advised that certain facilities of the Hotel may be operated as either “Adult-Only” or “Family Friendly”, and there may be restrictions on bringing children to the Adult-Only facilities areas expressly reserved as “Adult-Only” within the “Family Friendly” facilities. We reserve the right to change the Adults-Only or Family Friendly policies at our hotels from time to time. No animals, weapons, firearms, ammunition, explosives, incendiary devices, or other dangerous goods are permitted at the Hotel at any time. The Guest represents that no prohibited products, goods or live animals are contained in baggage or other personal belongings brought to the Hotel. We reserve the right to deny lodging to or remove any Guest and retain the room payment, in our sole discretion for any conduct by the Guest or his or her invitees that would threaten public order, the health and safety of our staff or other guests, the morals or commonly accepted customs, including, among other things, disorderly conduct, use of the Hotel premises for any unlawful purposes or acts, bringing property onto the Hotel premises that may be dangerous to others, failing to register as a guest, using false pretenses to obtain accommodations, being a minor unaccompanied by an adult registered guest, violations of local laws or regulations, violations of conspicuously posted Hotel rules and policies, or failing to vacate a room at the agreed checkout time. The Guest will be solely responsible for any and all damage and/or loss, suffered by the Hotel or any third party, caused by his or her violation of these Terms and Conditions.

2.- HEALTH AND SAFETY PRECAUTIONS. The Hotel is committed to protecting the health and safety of all guests and staff and will take reasonable steps to ensure that its standard for cleanliness and hygiene meet the guidelines established by global and local public health authorities. We require that all guests comply with posted protocols and procedures at all times. The Hotel reserves the right to refuse access and service to any person that fails to comply with such protocols and procedures. Additionally, the Hotel will comply with the orders and guidelines of global and local public health authorities with respect to the detection and handling of those displaying symptoms of any infectious disease, including without limitation, reporting, testing, and isolation requirements. Such actions will be conducted at the sole cost and expense of the affected guest; thus, it is strongly recommended that guests obtain travel or other insurance coverage to mitigate potential risks. Guests should also check health alerts related to their travel destination to understand the protocols and procedures that may be in place at the Hotel.

3.- FEES AND CHARGES. Payment for all Hotel accommodations, food products and services, is due prior to departure from the Hotel. All prices are subject to applicable taxes. All deposits are non-refundable. In the event of a late cancellation or cancellation of the nights booked after check-in, Guest shall pay to Hotel a cancellation fee equal to the total cost of the Hotel accommodation, or as reasonably determined by us. Where Guest provides credit card details, we may charge the Guest’s credit card for any payments or cancellation fees due to us. We reserve the right to pursue all remedies available under applicable law to collect any unpaid amounts due from Guest for accommodations, products and services provided.

4.- YOUR TRAVEL AGENT. Any travel agent or sales agent utilized by the Guest in connection with the booking of the Hotel is solely the agent on the Guest and not of the Hotel. We are not responsible for the financial condition or integrity of any travel agent utilized by the Guest. In the event that an agent shall fail to remit to us any monies paid to the agent by the Guest, then Guest shall be and remain liable for all amounts due to us, regardless of whether such liability is asserted before or after registration. Any refund made by us to an agent on behalf of Guest shall be deemed payment to Guest, regardless of whether such monies are delivered by the agent to Guest.

5.- BAGGAGE AND PERSONAL PROPERTY. We shall not be liable for: (a) any loss or damage to baggage, including, but not limited to, loss or damage by airlines or other transportation services; (b) any loss or damage of baggage while not in the actual possession, custody and control of the Hotel; (c) damage to baggage resulting from normal wear, tear or usage; (d) any loss or damage of perishable items, medicine, liquor, cash, securities or other financial instruments; or (e) any loss or damage to tools of trade, household goods, presents and/or property of others, jewelry, money, cameras, documents, or valuables. Safety deposit boxes at the Hotel are provided for the convenience of Guest and not as a warranty of security for any personal property placed therein. It is stipulated and agreed that the aggregate value of Guest’s property, does not exceed USD\$50.00 per guest or bag with a maximum value of USD\$100.00 per Hotel room, regardless of the number of occupants or bags, and any liability of the Hotel for any cause whatsoever with respect to said property shall not exceed such sum.

6.- OTHER PRODUCTS AND SERVICES. Guest acknowledges that certain service offered at the Hotel, including, without limitation, spa and salon services, fitness services, gift shops, excursions, golf, vacation clubs, and banking services (including automatic teller machines (ATM)) are provided by independent third party contractors. Such independent third party contractors and their respective employees, representatives or agents are not employees, representative or agents of the Hotel and the Hotel shall not be liable or responsible for the acts or omissions of such independent third party contractors or their respective employees, representatives or agents. Additionally, Guest acknowledges that such independent third party contractors do not have the authority to bind the Hotel or to act on behalf of the Hotel in any manner notwithstanding the fact that such independent third party contractors may be licensed to use the Hotel’s trade name or logos in connection with its signage or uniforms. Guest acknowledges that risk of injury is inherent in participation in physical activities and Guest assumes responsibility for any injury, damage, loss or death resulting from participation in athletic, recreational or other activities conducted at or by the Hotel or arising from the use of any athletic or recreational equipment located on or in the Hotel’s facilities.

7.- PHYSICAL DISABILITIES. The Hotel may not have the appropriate special services and equipment to accommodate all individual disabilities or special needs. Any Guest requiring guaranteed accommodations for disabilities or special needs must communicate such requirement directly with the Hotel staff.

8.- COMMUNICATION SERVICES. The Hotel may provide Guest with access to internet services, which services shall be provided by a third party vendor. The Hotel shall not be responsible for any damage to Guest’s electronics as a result of the use of such services. Guest shall not access any services not designated for guests of the Hotel and Guest will be liable to the Hotel or other third parties for any damage resulting from Guest’s unauthorized access of the Hotel’s electronic systems.

9.- PARKING. Use of the Hotel’s parking facilities and valet parking services is solely for guests of the Hotel. Any damage or loss that may occur to Guest’s vehicle or its contents shall be the sole responsibility of Guest regardless of whether Guest self-parked or utilized valet services. The Hotel does not assume responsibility for theft or damage to Guest’s vehicle or its contents.

10.- DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY. NEITHER THE HOTEL NOR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER WRITTEN OR ORAL, ON BEHALF OF THE HOTEL. THE HOTEL DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND THE HOTEL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE HOTEL BE LIABLE TO GUEST OR HIS OR HER PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS, HEIRS OR ASSIGNS FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS) WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE HOTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN EACH CASE, WHERE SUCH INJURY, LOSS, CLAIM OR DAMAGE ARISES OUT OF, RESULTS FROM, OR IS ASSOCIATED WITH (i) ANY USE OF THE HOTEL FACILITIES OR SERVICES, (ii) ANY CANCELLATION FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE THE HOTEL FACILITIES OR SERVICES), OR (iii) ANY ACTS OR OMISSIONS OF THE HOTEL OR ITS EMPLOYEES. If, notwithstanding the foregoing, we should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of the Hotel, our liability shall in no event exceed, in the aggregate, USD\$100.00. In its sole discretion in addition to any other rights or remedies available to us may without any liability whatsoever, at any time and without notice terminate or restrict your access to any Hotel facilities.

11.- INDEMNIFICATION. GUEST SHALL FULLY DEFEND, INDEMNIFY AND HOLD US HARMLESS HOTEL, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS, FROM AND AGAINST ANY CLAIM LIABILITY, DAMAGES LOSES, EXPENSES CAUSE OF ACTION OR DEMAND INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES BROUGHT BY OR ON YOUR BEHALF IN EXCESS OF THE LIABILITY DESCRIBED HEREIN OR BY THIRD PARTIES AS A RESULT OF YOUR USE OF THE HOTEL, ANY DAMAGE CAUSED BY GUEST TO THE HOTEL OR ITS FURNISHINGS OR EQUIPMENT OR ARISING OUT OF ANY BREACH OF THESE TERMS AND CONDITIONS BY GUEST, INCLUDING, WITHOUT LIMITATION, GUEST'S VIOLATION ANY LAW OR RIGHTS OF A THIRD PARTY.

12.- CHOICE OF LAW AND FORUM SELECTION. ANY CLAIMS WHATSOEVER ARISING FROM, IN CONNECTION WITH, OR INCIDENTAL TO ANY PERSONAL INJURY, ILLNESS OR DEATH THAT INCLUDE THE HOTEL, ITS AFFILIATES OR RELATED ENTITIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, SHAREHOLDERS, LICENSORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF KINGSTON, JAMAICA, WHICH IS THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED. ADDITIONALLY, ALL SUCH CLAIMS SHALL BE BROUGHT AND LITIGATED SOLELY AND EXCLUSIVELY IN THE COURTS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED. IT IS HEREBY AGREED THAT THE COURTS OF THE COUNTRY IN WHICH THE HOTEL IS PHYSICALLY LOCATED SHALL BE THE EXCLUSIVE FORUM FOR ANY ACTION, LITIGATION, OR PROCEEDING FOR ALL SUCH CLAIMS. THE GUEST IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND AGREES NOT TO COMMENCE ANY ACTION, LITIGATION, OR PROCEEDING OF ANY KIND WHATSOEVER IN ANY OTHER FORUM.

13.- SEVERABILITY. If any term or provision of these Terms and Conditions is determined to be illegal, unenforceable or invalid, such term or provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

14.- FORCE MAJEURE. The Hotel shall not be liable or responsible to Guest, nor deemed to have defaulted or breached its obligations under these Terms and Conditions, for any failure or delay in providing access to any or all of the Hotel's facilities, when and to the extent such failure or delay is caused by or results from acts beyond its reasonable control, including, without limitation, acts of God; acts of war; government action or judicial order; terrorism; natural disaster; national or regional emergencies; fire, severe weather conditions; civil or labor disturbance (whether resulting from disputes between the Hotel and its employees, or between other parties); pandemic; epidemic; quarantine restrictions or other public health restrictions or advisories; curtailment; failure or lack of materials, communication, transportation, water, power or telephone transmissions necessary for the operation of the Hotel; or any other acts, matter or things, whether or not of a similar nature, or any other emergency or event making it inadvisable, illegal or which materially affects our ability to provide access to any or all of the Hotel facilities or perform our obligations under these Terms and Conditions (hereinafter "Force Majeure"). During any Force Majeure event, the Hotel shall have no liability or obligation to reimburse any amount paid and/or advanced by Guest or to compensate Guest for any economic losses suffered or incurred by Guest as a result of the Force Majeure event. Notwithstanding the foregoing, the Hotel shall have the right, but not the obligation, to relocate Guest to a local hotel of comparable quality if such Force Majeure event affects only the Hotel.

15.- PRIVACY NOTICE. We collect several types of information from our guests in order to provide an experience that is responsive to their needs. Such information include: (a) information by which you may be personally identified, such as name, postal address, email address, telephone number, date of birth, gender, names and ages of children, credit card information, and information related to special requests (i.e. health conditions that require special accommodations) (hereinafter, "Personal Information"); and (b) information that is about you but individually does not identify you (i.e. room preferences, leisure activity preferences). We use information that we collect about you or that you provide to us, including any Personal Information, as follows: (i) to provide services such as processing a transaction; (ii) for marketing and communications with you in connection with products and services offered by the Hotel, its Affiliates, our and their strategic marketing partners, and other trusted third parties; (iii) to provide special offers to you for your voluntary participation; and (iv) to perform market research to better serve your needs, and to improve the effectiveness of our various types of communications, advertising campaigns, and promotional activities; and (v) to comply with the applicable laws. To review our privacy policy in greater detail, visit our website at <https://karismahotels.com/privacy-policy> or request a copy from any representative of the Hotel. The Personal Information provided by the Guest will be recorded and processed, if applicable, by KMS JAMAICA LTD. ("KMS"), located at 1 Seaview Avenue, #16, Kingston 10, in the parish of Saint Andrew, Jamaica, TRN: 002-018-101.

16. ENTIRE AGREEMENT; INTERPRETATION. These Terms and Conditions together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter and may not be amended or modified except in writing. Headings and captions contained in these Terms and Conditions are for convenience of reference only and do not form part of or change the interpretation of these Terms and Conditions. The failure of the Hotel to fully or partially enforce or exercise any term or right herein contained shall not be construed as a waiver of such right.

You may contact us via email at resmanager.abn@azulbeachresorts.com or by calling the Customer Services team at 876-620-0100 (from within Jamaica) or (866) 527-4762 (from outside Jamaica) between the hours of 9am – 5pm (Monday-Friday).