

TRIP LIABILITY WAIVER & CANCELLATION POLICY

Legal Name (As shown on passport): _____ Location of Trip: _____

Date of Birth: _____

READ THIS



TRIP CANCELLATION POLICY
If you cancel, your money will not be refunded.

INITIAL HERE _____

_____ **ALL TRIP DEPOSITS ARE NON-REFUNDABLE.** Due to differences in refund and cancellation policies among airlines, tour operators, resorts and dive operations, all trip payments will be forfeited upon cancellation. Do not sign up for this trip unless you understand and accept this.

_____ Each travel package offered by ADVENTURE DIVE & TRAVEL is unique and the specifications may vary. Generally, package prices may include airfare, taxes, transfers, hotel accommodations, tanks, weights and daily diving, unless otherwise specified. Some trips may not include one or more of the previously listed items. Excluded are expenses incurred for passport, personal & baggage insurance, gratuities, alcoholic beverages and personal expenses such as shopping, room service and telephone calls.

_____ Modifications on group tours will not be made, although pre or post tour extensions and activities can be arranged. Changes made to any tour once a tour has been confirmed by ADVENTURE DIVE & TRAVEL will be assessed with a special handling charge of \$25.00. Subsequent changes will be assessed a similar fee. Refunds for unused sightseeing, transfers, accommodations or special features will not be made. Cancellation insurance is excellent protection for you, but may not cover all situations. You should be aware of coverage limitations. **It is recommended that trip participants purchase comprehensive accident, medical and baggage insurance prior to departure.**

_____ ADVENTURE DIVE & TRAVEL and its directors, agents and employees do not assume any responsibility or liability for the safety of any participating individual, particularly while engaged in underwater activities. No credit will be allowed or refund given for any service provided in the itinerary which is not utilized. It is further understood that the remoteness of the area, local customs and prevailing weather conditions may cause substitution of facilities and/or equipment, minor inconvenience or modification of the itinerary. Also, ADVENTURE DIVE & TRAVEL reserves the right to modify and/or cancel any diving arrangements due to unfavorable weather, or other conditions and to substitute equipment and facilities. No refunds can be made for canceled diving arrangements due to adverse weather, mechanical failure or substitution of equipment and/or facilities or for minor inconvenience.

_____ All accommodations are based on double occupancy, unless otherwise stated. Single accommodations are available upon request and a surcharge. ADVENTURE DIVE & TRAVEL reserves the right to modify any program and/or change the price for any reason. Due to the international monetary situation, all prices quoted are subject to changes in exchange rates. Travel package prices are based on tariffs and foreign exchange rates in effect at the time of package scheduling. They are subject to change without notice up to the date of departure. Such changes might be required in the event of increases or decreases in the costs of services imposed by hotels, boat owners, air carriers, or other contractors; or by fluctuation in exchange rates of the U.S. dollar against other currencies.

_____ Any person with a health problem or physical handicap requiring special attention or treatment should advise ADVENTURE DIVE & TRAVEL when reservation is made.

_____ ADVENTURE DIVE & TRAVEL and its directors, agents and employees assume no responsibility or liability for service, transportation or equipment made available or as to its safety, quality or condition; nor the acts of any employee or agent of any establishment, firm, person or entity providing such services, facility or equipment provided to the participant, including, but not limited to acts of God, detention, annoyance, delays and expenses arising from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, government restrictions or regulations, discrepancies or changes in transit over which it has no control. Reasonable changes in itinerary may be made where deemed advisable for the comfort and well-being of the participants. On advancement of deposit, the depositor agrees to be bound by the above terms and conditions.

_____ It is expressly understood that the tour escort(s) of the trip is acting solely in the capacity of a tour escort. Although the tour escort may or may not be a certified SCUBA instructor and will give freely of his diving knowledge and experience, he is not acting in the capacity of instructor. A course of SCUBA instruction cannot be offered or implied as being a part of your trip, unless otherwise specified.

_____ The undersigned has read and initialed each paragraph and agrees to the conditions and terms above which have been unconditionally agreed to.

Signature: _____ Date: _____

Signature: _____ Date: _____

(If Under 18, Signature of Parent or Legal Guardian)

ADVENTURE DIVE & TRAVEL

2911 Stanton Avenue • Springfield, Illinois 62703 • 217-529-6090

Important facts to know before you sign up for a trip!

To insure that we are able to offer a quality escorted group tour at reasonable prices, we must negotiate contracts with airlines, resorts, boats and diving charter operations. When we deposit money with them, we are locked in to a rigid set of guidelines which have ironclad rules about our deposits and payment schedule. Sometimes the entire tour has to be paid in full as much as 4-6 months in advance, and there are **never** any refunds for us!

As you can see, organizing group travel is often a huge gamble for us, but it is important in that it provides opportunities for everyone to keep diving. **We therefore advise every customer to purchase travel insurance** when they make their initial deposit on a trip, and to be familiar with what it covers and does not cover. If you must cancel a trip, and your situation is not covered by the insurance, then you will lose all money you have paid for the trip. If you can't afford that loss or are not willing to accept that risk, then you should not put money on the trip!

Travel insurance is a wonderful thing!

The policies have LOTS of great features that will protect you in many unforeseen situations. No one can predict the future, and every year we see travelers that encounter such events. We **strongly recommend** that every traveler have travel insurance to protect their investment, and to give them medical coverage while in a foreign country. Traveling worldwide without insurance is like driving without car insurance...it's very risky. **Please let us set you up with a policy that's appropriate for your trip. It only takes a few minutes to have peace of mind.**

Please read the following summary and initial at each blank

To summarize, if you decline to protect yourself with travel insurance, and if you cancel a trip at any time, for any reason:

_____ There are **no refunds or store credits** issued for any payments for any trip, for any reason. Please don't ask for one, I'll just feel bad turning you down.

_____ If you are our best customer, we're sorry, but there are still **no refunds**.

_____ If the trip runs full, there are still **no refunds**.

_____ If you find someone to "take your place", there are still **no refunds**.

_____ There are certain things trip insurance doesn't cover, if you cancel and are not willing and able to lose the money not covered by insurance, you shouldn't put money on this trip.

I have read the above statements, and by my signature I realize that I will lose all money not covered by trip insurance in the event that I cancel, and I accept that responsibility without reservations.

I also promise to accept these events in good cheer and not be a pain about it.

Signature _____ Date _____

ADVENTURE DIVE & TRAVEL- Springfield, IL

Standard Safe Diving Practices/Statement of Understanding

-PLEASE READ CAREFULLY AND FILL IN ALL BLANKS BEFORE SIGNING-

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgment and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor (under 18 years of age), this form must also be signed by a parent or guardian.

I, (print name) _____, understand that as a diver I should:

1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity.
2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave diving unless specifically trained to do so.
3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Deny use of my equipment to uncertified divers. Always have a buoyancy control device and submersible pressure gauge when scuba diving. Recognize the desirability of an alternate air source and a low-pressure buoyancy control inflation system.
4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities.
5. Adhere to the buddy system throughout every dive. Plan dives -- including communications, procedures for reuniting in case of separation and emergency procedures -- with my buddy.
6. Be proficient in dive-table usage. Make all dives no-decompression dives and allow a margin a safety. Have a means to monitor depth and time under water. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 60 feet/18 meters per minute.
7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while under water. Be buoyant for surface swimming and resting. Have weights clear for easy removal and establish buoyancy when in distress while diving.
8. Breathe properly for diving. Never breath hold or skip breathe when breathing compressed air and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and under water and dive within my limitations.
9. Use a boat, float or other surface support station whenever feasible.
10. Know and obey local diving laws and regulations, including fish-and-game and dive-flag laws.

I have read the above statements and have had an questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well being and that failure to adhere to them can place me in jeopardy when diving.

Participant's Signature Date: _____

Parent or Guardian's Signature (if under 18) Date: _____

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

-PLEASE READ CAREFULLY AND FILL IN ALL BLANKS BEFORE SIGNING-

I, (print name) _____, hereby affirm that I am voluntarily engaging in the recreational activities planned for my trip to:

(destination) _____, which activities may include, but are not limited to, scuba diving, snorkeling, boating and any other activities I engage in. If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor and I acknowledge the inherent extreme risks in scuba diving activities. I realize that those risks include, but are not limited to, drowning, decompression illness, air expansion injuries, slipping or falling while on board a boat, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of boating, equipment failure, bad decision-making, and inattentive dive partners. I understand that there are unforeseeable, freakish accidents, and I assume all risks associated with such accidents, even though I cannot foresee them. I further affirm that I am thoroughly familiar with the hazards of boating, whether or not said boating involves scuba diving or snorkeling activities. By signing this release, I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, boating and any other activities I engage in. _____ **initial**

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during diving, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. _____ **initial**

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in a recompression chamber. I further understand that the open water diving trips may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site. _____ **initial**

I understand and agree that neither **Adventure Dive & Travel** nor International PADI, Inc. nor the owners, officers, employees, agents or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs or assigns that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active. _____ **initial**

I further state that I understand I am fully responsible and liable for any personal injury, property damage, wrongful death or other damage caused by my actions, directly or indirectly. _____ **initial**

I further state that I am of lawful age and legally competent to sign this liability release or that I have obtained the written consent of my parent or guardian. _____ **initial**

By this instrument, I do hereby exempt and release all the above listed entities and/or individuals from all liability and responsibility for personal injury, property damage or wrongful death however caused, including, but not limited to, product liability or the negligence of the released parties, whether passive or active. _____ **initial**

I acknowledge that I have read the foregoing paragraphs, fully understand the potential dangers incidental to this trip and activity(ies), am fully aware of the legal consequences of signing this instrument and that I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from the above listed entities and/or individuals, whether specifically named or not, for personal injury, property damage or wrongful death caused by negligence or product liability. _____ **initial**

I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein. _____ **initial**

I, (participant name) _____ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE JEFF FAFOGLIA, AMBER FAFOGLIA, STEVE FAFOGLIA, AND ADVENTURE DIVE & TRAVEL, INC. AND INTERNATIONAL PADI, INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature _____ Date: _____

Parent or Guardian's Signature (if under 18) _____ Date: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____

**Travel Guard
Adventure Dive & Travel, Inc.**

Travel Insurance Waiver

Please read carefully!

We believe that your upcoming trip is a significant investment which you should cover. For this reason, we strongly recommend you purchase travel insurance. We recommend Travel Guard's comprehensive travel insurance. If you choose to decline this valuable protection, you are assuming any financial loss associated with your travel arrangements.

Please check one:

_____ **YES, I choose to purchase travel insurance.**

_____ **NO, I decline to purchase travel insurance.**

Name

Signature

Date