

AD&T
Liability Waiver & Cancellation Policy

Adventure Dive and Travel, LLC
Trip Liability Waiver and Cancellation Policy

Legal Name (as shown on passport): _____ Date of Birth _____

Location of Trip: _____ Date of Trip Departure _____

This is a "Boat Charter Tour" Yes No (if unsure please contact us or your tour leader)

INITIAL HERE

_____ INITIAL TRIP DEPOSITS ARE NON-REFUNDABLE. Due to differences in refund and cancellation policies among airlines, tour operators, and resorts, trip deposits will be forfeited upon cancellation according to the following schedule:

Cancellation 91 days or more prior to trip start.... Loss of initial deposit
Cancellation 61-90 days prior to trip start.... Loss of 50% of trip price
Cancellation 60 days or less prior to trip start.... Loss of 100% of trip price

_____ BOAT CHARTER TOURS HAVE MORE RESTRICTIVE CANCELLATION POLICIES.

Cancellation 180 days or more prior to trip start.... Loss of initial deposit
Cancellation 91 - 179 days prior to trip start.... Loss of 50% of trip price
Cancellation of 90 days or less prior to trip start.... Loss of 100% of trip price
Do not sign up for this trip unless you understand and accept these conditions.

_____ Each travel package offered by Adventure Dive and Travel, Inc. is unique and the specification may vary. Generally, package prices may include airfare, taxes, transfers, hotel accommodations, an local tours unless otherwise specified. Some trips may not include one or more of the previously listed items. Excluded are expenses incurred for passport, personal and 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 AND TRAVEL, LLC will be assessed with a special handling charge of \$50.00. 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.** However, no representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance.

_____ ADVENTURE DIVE AND TRAVEL, LLC 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, boating, hiking, biking, climbing, zip-lining, snorkeling or any other adventurous activity. 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 substitutions of facilities and/or equipment, minor inconvenience or modification of the itinerary. Also, ADVENTURE DIVE AND TRAVEL, LLC reserves the right to modify and/or cancel any activities, tours, hikes or diving arrangements due to unfavorable weather, or other conditions and to substitute equipment and facilities. No refunds can be made for canceled activities, tours, or 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 AND TRAVEL, LLC 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 AND TRAVEL, LLC when reservations are made.

_____ ADVENTURE DIVE AND TRAVEL, LLC 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 wellbeing 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.

_____ I further agree that 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 un-enforceable provision had never been contained herein.

_____ I understand and agree that I am not only giving up my right to sue the Released Parties, but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representation to the Released Parties.

_____ 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)