

Dive Travel Fact Sheet Liability Waiver & Trip Application Form

Thank you for choosing Skin n Scuba for your dive travel. We want this trip to be a great experience for you. Eliminating surprises goes a long way towards insuring that all goes as you expect. In this document you will find a list of details about our policies, payment schedules, cancellation policies and terms. Please review this information carefully.

Each applicant must completely read, fill out, sign and return this application along with the appropriate deposit to reserve space on the selected trip. We cannot book your travel without this information. And, make sure all information matches your passport. An error could delay your departure.

Destination _____ Depart (Day/Month/Year) _____ Return(Day/Month/Year) _____

Number of Nights _____ \$ _____ Cost _____ Air Line _____

»»»» Please provide your **legal name** for ticketing, **exactly as it appears on your passport.**

Full Passport Name _____ Passport Number _____

Passport Exp. (Day/Month/Year) _____ Date of Birth (Day/Month/Year) _____ Country that issued passport _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Email Address _____

Name of family physician _____ Phone # _____

Health Insurance Agency _____ Policy # _____

Dive Accident Insurance Agency _____ Policy # _____

Travel Interruption Insurance _____ Policy # _____

Emergency Contact (not on trip) _____ Phone # _____ Relationship _____

Are you a: DIVER NON DIVER | Diving experience: STUDENT or NOVICE EXPERIENCED DIVER EXPERT

Certification Agency _____ Cert. # _____ Highest Certification Level _____

Nitrox Certified? YES NO | Number of total dives (Approx.) _____ Date of last dive: _____

»»»» Do you have any **medical history**, medical condition, physical issue or mental impairment that would expose you to exceptional risk while on this trip & engaging in the related activities? YES NO (If yes see note on next page.)

»»»» **If you answered yes to the above question** you must provide **SnS a PADI medical release form signed by your personal physician** stating that your personal physician finds no reason why you cannot participate in Scuba Diving Activities or Travel. A copy of this form is available upon your request.

- SnS strongly recommends that divers who have not participated in actual Open Water diving within 6-months prior to the trip take a supervised PADI Diver Refresher Course.
- SnS strongly recommends that all divers carry DAN (Divers Alert Network) Insurance.
- SnS strongly recommends that all Travelers carry travel interruption insurance.
- It is the traveler's responsibility to check in with the airline 48 hours prior to your flight to confirm flights.

GENERAL INFORMATION

Please read the information provided below and let us know if you have any questions. Additionally, we will up-date the information regarding our trips on the website from time to time.

We work hard to insure that you have a marvelous experience on out dive trips. And, we know that neither of us likes surprises and that good communications eliminates surprises. So, please, if you have any concerns or questions contact us immediately. We are here to serve.

- Traveler acknowledges that because Sam's Skin n Scuba (hereafter referred to as "SnS") and its cooperative agents incur unrecoverable charges planning, paying deposits and making progress payments for these trips refunds will be in strict accordance with our established and written payment & refund policy.
- All prices posted are per person & based on double occupancy. (2 adults sharing a single room)
- A single supplement charge will apply to all who travel alone. Usually, we can hook single travelers up with a roommate but cannot guarantee. Single Supplement adds average about \$350 but vary with resorts.
- All travelers must agree to our travel liability waiver – this document is available for download from our website.
- Due to fluctuations in airline fuel surcharges airfare prices are subject to change without notice till airfare is paid in full 100-days from departure. This is true even if we have seats reserved. Not our policy, airline policy.
- All group travel which includes air fare is subject to a minimum of 10 travelers booked & paid at least 100-days from date of departure. Should the minimum not be met we will advise of any change in the air fare. Should the air fare go up you may cancel subject to our standard cancellation policies.
- Each resort offers various price levels and types of accommodations which are sold on a first come basis. So, BOOK EARLY to get the accommodations you want.

PAYMENT SCHEDULE

The below schedule is a standard for land based destinations. However, many Pacific and all Live-a-Board operations require payments much further in advance & will be posted on our website as they apply. To be clear, please ask for a copy of the payment schedule for all Pacific & Live-a-Board trips.

Deposit:	\$200 due upon initial booking land based & \$1,000 Live-a-Board trips
1st Payment:	No later than 100-days from departure you payment must equal at least 60% of total price of the trip – (70% & 120-days for Live-a-Board trips)
Final Payment:	Trip must be paid 100% no later than 70-days from date of departure

Be advised that failure to meet the posted payment schedule could result in the loss of the monies you've paid to date. Obviously this is not something we want to see happen so please adhere to the above schedule or the appropriate schedule for your specific trip.

CANCELLATION & REFUND POLICY

Should you cancel before the 100-day payment is due 1/2 of your deposit will be refunded.

Due to the policies of live-a-board operators there may be no refund of the initial deposit.

- Cancellation after the 100-day payment is made will probably result in forfeiture of all your airfare and a portion of the land based lodging and activities.
- Cancellation after the 70-day payment is made will result in the forfeiture of all the airfare and most of the land based lodging and activities.
- Cancellation within 40 days of travel will probably result in the loss of all the monies paid.
- Payment & cancellation policies & schedules for the more exotic trips to the Pacific, Red Sea, Indian Ocean & Live-a-Boards trips are generally much more stringent.
- **Please purchase of Trip Interruption & Cancellation Insurance & Dive Accident Insurance as soon as the 100-day payment is made. These low cost products will go a long way towards you peace of mind should something come up.**

SAM'S SKIN N SCUBA TRAVEL WAIVER: SNS reserves the right to modify and/or cancel diving arrangements due to unfavorable weather conditions and to substitute comparable equipment. No refunds can be made for canceled diving arrangements due to adverse weather, or for substitution of facilities and/or equipment or for services or goods provided in the itinerary should such services or goods not be utilized by tour members. All participants agree to comply with any reasonable term or regulation that SNS may prescribe during the course of the trip and/or program.

PROOF OF CITIZENSHIP / VISA: Citizenship and VISA requirements vary according to your nationality and the destination. All participants are responsible for determine and obtaining proper documentation. To avoid denied entry and return all Passports must be valid for at least 6 months after your travel return date. SnS is in no way responsible for obtaining and providing this documentation and therefore, no refunds will be granted for denied entry caused by failure to carry proper proof of citizenship or the appropriate VISA and/or Passport.

ACKNOWLEDGEMENTS: In consideration of services provided and other good and valuable consideration, the undersigned, hereby acknowledges and affirms that Sam's Skin n Scuba, LLC, its agents, servants and employees, hereinafter "SnS" are acting solely in its capacity as an agent in arranging and securing certain transportation, hotel, travel packages and other associated travel services for the undersigned..

Purchaser / customer further acknowledges and affirms that due to the present state of global and political unrest and terrorism, SnS does not, and cannot, attest to, warrant or guarantee the safety of the undersigned during travel or transit to any destination or country.

The undersigned further acknowledges that personal and property safety while in transit and during travel is his/her sole responsibility and not that of SnS , and that SnS is not liable to the undersigned, or the undersigned's heirs and/or beneficiaries, for any entity's (contractor) failure to perform or provide service; theft, loss or damage to the undersign's property; or, inconvenience, emotional or physical distress, illness, injury or death for any, weather condition, pilferage, mechanical failure, cancellation, delay, rerouting, strike, coup, political unrest, terrorism, conflict, war or acts of GOD.

The undersigned acknowledges and understands that in the event it becomes necessary to alter arrangements or itineraries, SnS may do so at no expense to SnS and all increases or changes will be paid by the Purchaser /customer. SnS reserves the right to withdraw or cancel any travel, or travel packages at any time and to decline, accept or retain business from any purchaser/customer.

WAIVER AND RELEASE OF LIABILITY: *In the absence of gross negligence*, in consideration of services rendered and other valuable consideration, the undersigned, his/her heirs, beneficiaries, executors, administrators, employers, agents, representatives, insurers and attorneys, to the fullest extent allowed by law do hereby release and discharge SnS, its owners, officers, shareholders, employees, and agents from any and all claims and causes of action for personal property damage or loss, personal medical or hospital costs (including air, land or sea evacuation), personal illness or bodily injury, including pain and suffering, emotional distress, or death, personal economic impairment, and other consequential losses.

Applicant certifies the statements made on the foregoing application regarding experience are correct and Applicant understands that acceptance on this trip is predicated on Applicant's presentation that he/she is physically fit to engage in strenuous ocean SCUBA diving and has had sufficient training to engage in such SCUBA diving and understands the risks involved and willingly assumes all risks whether foreseen or unforeseen.

It is understood that SNS is a Missouri Corporation and is independent of and has no business association, as partner, joint venturer, owner or otherwise, with any resort, hotel carrier, boat operator, or other person or firm furnishing any service or facility in connection with the subject travel program.

It is expressly understood and agreed that SnS assumes no responsibility or liability for service, transportation, or equipment made available by any resort, hotel or other person, either as to its availability or as to its safety, quality or condition, nor for the acts of any employee or agent of such establishment. It is also understood and agreed that SNS does not by acceptance of this Applicant, assume any responsibility or liability for the safety of any participating individual, particularly while such individual is engaged in underwater activities whether alone or in groups, under the supervision of a tour escort, or otherwise.

It is expressly understood and agreed that SnS assumes no responsibility for disruptions or delays in travel due to the actions of travel, transportation, lodging, dive operations & service providers such as but not limited to airlines, trains, ferryboats, boats, taxis, rental car agencies and similar travel providers. Refunds for unused plane tickets are in accordance with the terms of the respective carriers and will be subject to their policies & fees.

It is the traveler's responsibility to check in with the airline 48 hours prior to your flight to confirm flights.

Airlines change their checked and carry-on luggage policies often & usually charge for one & sometimes all checked bags. Note that all baggage fees as imposed by the airlines are the responsible of the traveler. Also be advised that airlines impose limits on their financial responsibility should luggage be lost or delayed.

It is also understood that neither Trip Interruption Insurance nor Dive Accident insurance that would cover individuals in case of trip cancellation, accident, injury, and death or property damage is not included in the base price of the trip.

The undersigned also agree and realize that an emergency medical situation may arise and hereby provide written authorization to SNS and its employees or representatives, to provide emergency medical care, or necessary evacuation, and agree to hold such parties harmless and indemnify them for any such action taken on behalf of the undersigned and the costs incurred thereof. The undersigned agrees that this Release of Liability also binds the spouse, family, heirs and legal representatives of the undersigned.

ACKNOWLEDGMENT & ASSUMPTION OF RISK >>>> *Please read carefully then initial all following paragraphs:*

_____ I, the undersigned understand and acknowledge that my travel in connection with and participation in this travel or vacation package arranged at my request by SnS involves risk and potential exposure to injury and possibly death. I specifically acknowledge & accept the potential for injury and death which can result from during this Trip including, but not limited to various modes of transportation, boat travel, perils of boat travel & other perils of the sea. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of God. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip. Still, knowing these potential risks it is my desire to participate in this trip and included activities.

_____ I, the undersigned hereby acknowledges that if he/she engages in group tours, canoeing, kayaking, biking, snorkeling, scuba diving, sky diving, bungee jumping and like activities or borrows, rents, or purchases equipment for such activities, including but not limited to automobiles, bikes and motorcycles, canoes, kayaks, parachutes, bungee ropes and snorkeling/scuba gear do so at their own risk and acknowledge by signing below that they possess the requisite physical and mental health, and training/license/certification to engage in such activity.

_____ I, the undersigned understand that diving with compressed &/or mixed gases involves certain inherent risks which include but are not limited to decompression sickness; air embolism & other injuries that could occur that require treatment in a decompression chamber. I further understand that the diving activities in which I will be participating may be conducted at a site that is remote, either by time or distance or both, from a decompression chamber. Still, I choose to proceed with these dives in spite of these risks and assume all risks pertaining to these activities.

_____ I, the undersigned understand that skin & scuba diving are physically strenuous activities and that I will be exerting myself during said diving activities, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I will not hold SnS responsible and as such assume all risks pertaining to these activities.

_____ I, the undersigned understand that I am at all times ultimately responsible for my personal dive plan and agree to dive in a safe & responsible manner staying in eye contact with the group and diving in a conservative manner staying well within the limitations as my instruments such as pressure gauges & dive computers.

By signing below, I signify that I have carefully read the foregoing "RELEASE OF LIABILITY & ASSUMPTION OF RISK" and all information and conditions contained herein and agree to all the terms and conditions.

Print Name of Applicant	Signature of Applicant	Date
Print Name of Parent (if under 18)	Signature of Parent (if under 18)	Date