

Dive Discovery Inc. & Africa Discovery
PO Box 9807, San Rafael, CA 94912
P-415.444.5100 F-415.444.5560 toll free 800.886.7321
Info2@DiveDiscovery.com www.DiveDiscovery.com
Info2@Africa-Discovery.com www.Africa-Discovery.com

BOOKING FORM Participant information

TERMS & CONDITIONS ~ Participant Agreement

GENERAL RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY and INDEMNITY AGREEMENT

In order to complete your travel arrangements and accept deposit, Dive Discovery Inc. & Africa Discovery must receive a completed and signed copy of this application from each traveler. Please fill in all the information and return to us via email or fax.

NOTE: PLEASE WRITE ALL DATES IN LONG FORM ie. 01 Jan 2020

Full Name (as shown on your Passport):

Home address:

City: _____ **State:** _____ **Zip code:** _____

Telephone home: _____ **Work:** _____ **Cell:** _____

Email: _____

Passport no: _____ **Citizenship:** _____

Date of issue: _____ **Place of issue:** _____ **Expires:** _____

Date of birth: _____ **Place of birth:** _____ **Height:** _____ **Weight:** _____

Emergency contact name: _____ **Telephone:** _____

Relationship: _____

Occupation: _____

Medical problems? Yes **No** **If yes, please describe:** _____

Special meals: _____

Smoker: Yes No

Seat preference: Aisle Window Middle

Frequent flyer numbers: (1) _____ (2) _____

(Please note that not all flights accrue points. Please verify with Dive Discovery Inc. & Africa Discovery)

How did you hear about us? _____ Previous trips with us? Yes No

DIVERS ONLY Skill level: Beginner Intermediate Experienced Expert
Approx. No. of dives: _____

Certification Agency & number: _____ **Year certified:** _____ **Approx. Hours logged:** _____

DAN Membership # _____ **(COMPULSORY FOR LIVEBOARDS)**

Scuba Divers You may want to purchase a membership to Divers Alert Network (DAN), the dive safety organization that provides emergency medical advice and assistance for underwater diving injuries. Call them at 1-800-446-2671 or visit their website at www.diversalertnetwork.org. Please note that some liveboards and land-based diving operations require that you have a valid DAN insurance. It is compulsory for liveboards and most land based dive resorts.

For diving and underwater equipment insurance please contact Divers Equipment Protection Program at 1-888-678-4096 or visit their website at www.equipmentprotection.com/programs/depp.html

California Seller of Travel Registration & IATAN

Dive Discovery Inc. is registered as a Seller of Travel # 2060337-10 which requires us to keep customer deposits not sent to a supplier in a trust account. Dive Discovery Inc. is an **IATAN** approved agency # 05714553

Yes, I have read the Terms & Conditions ~ Participant Agreement below and agree with its terms.

Yes, I have read the General release, assumption of risk, waiver of Liability and Indemnity agreement below and agree with its terms.

(Note: You must agree with the terms & conditions and general release to proceed with your booking upon paying deposit)

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

(Please have legal guardian sign for minor(s) under 18 years of age.)

Terms & Conditions ~ Participant Agreement

These are the terms under which we offer Dive Discovery Inc. & Africa Discovery Travel. By registering and paying your deposit for a Tour, you are entering into this **Participant Agreement** with us. Please read these terms carefully before making a deposit or payment for a Tour. These terms may be supplemented by additional terms and conditions specific to your Tour (“Supplemental Terms”). In the event of a conflict between this agreement and the supplemental terms, the Supplemental Terms will apply.

Dive Discovery Inc. & Africa Discovery Participant Agreement

Dive Discovery Inc & Africa Discovery (sister Company), acts only as the trip sponsor and is not responsible for the acts or omissions of other parties. The trip described on the Dive Discovery Inc. & Africa Discovery websites (the “Websites”) is provided by an independent tour operator or combo of tour operators. Dive Discovery Inc. & Africa Discovery and the Operators are collectively referred to as “we or “us”. The terms and conditions of this Participant Agreement apply to your Tour and the program for the Tour (the “Itinerary”).

Pricing and Inclusions: Quoted Tour prices are per person, double occupancy except where indicated. Prices include programming, planning, handling and operational charges and are based on current rates of exchange, tariffs and taxes in effect at the time of publication. We reserve the right to increase Tour prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets. We will not give a breakdown in the price of a Tour or its parts.

Exclusions: Quoted Tour prices exclude: trip insurance; airfares between points on the Tour; international airfare, including airfare and other transportation to and from the Tour (unless otherwise noted); costs associated with obtaining passports or entry visas; airport departure taxes (unless otherwise noted); excess baggage charges; gratuities to the Tour directors, drivers and guides; meals other than those specified in the Itinerary; sightseeing not included in the Itinerary; and personal expenses such as laundry, communication charges and optional activities (which are subject to availability).

Reservations and Payments: The Tour deposit amount is listed on the Website or on your invoice. The deposit is required in order to confirm your booking. Upon receipt of the deposit, Dive Discovery Inc. or Africa Discovery will send you confirmation of your booking/invoice. Your final payment date will be listed on the confirmation/invoice. If a Tour is already full, we will accept deposits on a standby basis. If space becomes available, you will have the choice of joining the Tour by paying in full or forfeiting the space in return for a refund of your deposit. Final payment is due ninety (90) days prior to departure unless otherwise indicated on the Website or on

your invoice. If your reservation is made within ninety (90) days of departure, the entire cost of the trip must be paid at the time of the request in order to secure confirmation.

Travel Insurance: We strongly recommend that you purchase trip cancellation and medical insurance. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company (we offer TRAVEL INSURED on both websites). www.DiveDiscovery.com or www.Africa-Discovery.com If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

Single Travelers: Tour prices are based on double occupancy. Single travelers will be expected to pay the single supplement fee.

Cancellation by You: We must receive your cancellation notice in writing by email or fax, your cancellation date will be the date on which we receive your notice.

Initial of each participant:

- We use many different liveaboard scuba dive boats; dive resorts; safari camps; bush planes; resorts; hotels; ground operators; local guides etc. All have unique cancellation terms.
- Most Deposits paid of any trip will be **Non-Refundable**. We encourage you to take out Trip Cancellation and Interruption insurance to protect your investment.
- Many final payments made will be **NON REFUNDABLE**; this is due to suppliers holding your space for any given amount of time without being to sell your spot.

- Any penalty imposed by an airline, including for airline service between points on the Tour (“Internal Air”) or travel to or from the Tour, is your responsibility.

Your decision not to participate on the Tour due to State Department warnings, fear of travel, illness or any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour departure date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit, but you may join the Tour late if you wish, at your own expense.

Air Transportation during the Tour: Internal Air is not included in the price of the Tour. Estimated Internal Air costs will be identified separately on the Website or on your invoice. Internal Air costs and availability are subject to change at any time prior to final payment for your Tour and we reserve the right to increase Tour prices accordingly. Airlines often change seat assignments to satisfy their loyalty members or because of equipment changes (aircraft type). We are not notified of these changes in advance, and often travelers are not made aware of these changes until they arrive at the airport. We cannot be responsible for seat assignment changes made by the airline. Frequent flier programs are private agreements between airlines and passengers, and we cannot be held responsible for mileage discrepancies involving airline loyalty reward programs.

Passports and Visas: You are solely responsible for complying with passport and visa requirements. For U.S. travelers, international travel requires a passport valid six (6) months beyond your intended return travel date. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State <https://www.state.gov/> for the latest passport and visa requirements.

Cancellation or Substitution by Us: We will make commercially reasonable efforts to keep the Itinerary as it has been published; however, the final Itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the Itinerary.

We reserve the right to cancel any Tour because of inadequate enrollment that makes the trip economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. If we cancel a Tour, our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances. If a Tour in progress must be interrupted or canceled, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour if possible.

Other Taxes and Fees: Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included in the Tour price unless stated.

Baggage: We assume no liability for loss or damage to baggage in transit to and from a Tour or while on a Tour. We recommend purchasing a supplemental travel insurance package.

Children: Unless otherwise indicated in the Tour description, all Tour passengers must be at least ten (10) years of age. However, some activities contained within an Itinerary may have a different age restriction than the overall minimum age requirement, in which case details will be provided at the time of booking. We reserve the right to marginally exceed the published maximum group size on family Tours to accommodate a family.

Depending on the tours booked by families; children ages vary, we will advise for each specific tour.

Suppliers Acts or Omissions: The Operator acts only as an independent contractor to supply or arrange for the travel services named in your Itinerary or otherwise to procure services or goods from third parties such as airlines, hotels and other lodging providers, local hosts, guides, bus lines, car rental companies, driving services, restaurants and providers of entertainment (the "Suppliers"). The Operator and Dive Discovery Inc. & Africa Discovery assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers.

Conduct During the Tour: You are responsible for respecting the authority and following the directions of the Tour guide and the laws of the countries in your Itinerary during a Tour. We may exclude you from participating in all or any part of the Tour if, in our sole discretion, your condition or behavior renders you unfit for the Tour or unfit for continuation once the Tour has begun.

Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Tour services or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour, if possible. This is NOT a guarantee you will receive any refund at all. Should you decide for any reason not to participate in certain parts of the Tour or use certain goods included in the Tour, no refunds will be made for those unused parts of the Tour or goods. You agree to indemnify and hold us harmless from and against any costs, damages, losses or liabilities arising out of (a) the actions or omissions of any minors traveling with you and (b) if you checked the box indicating that you are signing on behalf of yourself and your traveling companions, your companions' claims that you were not authorized to agree to this Participant Agreement on their behalf.

Limitation of Liability and Damages: In no event will we be liable for any injury, loss, claim, damage or any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with the Tour, even if advised of the possibility of such damages.

Travel Advisories and Warnings: It is your responsibility to become informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at travel.state.gov.

Force Majeure: We assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the Tour, acts of God, acts of government, war, terrorist acts, riots, disaster, disease or pandemic, weather extremes or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards or climate extremes at locations to which you may travel. You understand that health care standards, facilities and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend visiting the State Department's Bureau of Consular Affairs' <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> which lists each country's Travel Advisory. For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

Assumption of Risks and Release: If you participate in activities during your Tour, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping and terrorist activities; dangers and risks inherent in activities in underdeveloped countries; and dangers of local law enforcement activity. You hereby expressly assume all of these risks and dangers, and you hereby expressly agree to forever release, discharge and hold us and our agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any and every kind and nature whatsoever which you now have or which may hereafter arise out of or in connection with your Tour or participation in any activities in which you participate.

Arbitration and Waiver of Trial by Jury: You agree to present any claims against us within ninety (90) days after the Tour ends and to file any suit within one (1) year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year. In lieu of litigation and jury trials, each of which is expressly waived, any dispute concerning, relating or referring to this **Participation Agreement**, the website, or any other literature concerning your trip or the Tour shall be resolved exclusively by binding arbitration in the state of California according to the then existing commercial rules of the American Arbitration Association. Such proceeding will be governed by the substantive law of the State of California. The arbitrator(s) and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Participant Agreement, including but not limited to any claim that all or any part of this Participant Agreement is void or voidable.

General: You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile or scanned transmission of any signed document shall be deemed delivery of an original. If there are any conflicts between this Participant Agreement and the Itinerary, this Participant Agreement shall apply. All applications are subject to review and approval. We reserve the right to decline to do business with anyone on a nondiscriminatory basis.

Active Elements, Medical Conditions and Special Assistance: Some of our Tours incorporate active elements such as scuba diving, snorkeling, hiking, climbing or canoeing; you are responsible for familiarizing yourself with the level of activity that will be involved in your Tour. You must disclose in your Participant Information Form (or at such later time when you become aware of such a condition) any existing physical or mental illness, disability, pregnancy or any other condition which may create a health hazard for yourself or others during the Tour or for which you may require medical attention or special accommodation during the Tour. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking for a determination of what assistance we can reasonably provide. We regret that we cannot accommodate you if you have special needs for ordinary daily activities, such as walking and dining. In no instance will our Suppliers or we physically lift or assist you on to or off any vehicles. If we cannot accommodate your special needs, you must be accompanied by a companion who will be responsible for independently providing the needed assistance.

We reserve the right to decline acceptance of anyone we consider unsuitable due to fitness level. We also reserve the right to remove you from the Tour, at your own expense, if your condition is such that it could create a hazard to you or others, or otherwise impact the enjoyment of other passengers.

By signing the booking form, applicant acknowledges the receipt and acceptance of this Terms & Conditions ~ Participant Agreement.

**GENERAL RELEASE, ASSUMPTION OF RISK,
WAIVER OF LIABILITY and INDEMNITY AGREEMENT**

Applicant certifies that the statements made on the booking form to be correct. Applicant also acknowledges that he/she is in good physical condition to engage in watersports, including SNORKELING and SCUBA DIVING and adventure TREKKING or activities and the applicant has been sufficiently trained for scuba diving (where engaging in this activity). Applicant acknowledges that scuba diving and trekking are extremely risky, hazardous and dangerous and applicant is fully aware and understand that inherent risks involved in these sports, due to known and unknown causes, and voluntarily assumes ALL risk of loss, damage or injury that may occur while engage in Dive Discovery Inc. & Africa Discovery (hereafter called Dive Discovery & Africa Discovery) travel arrangements.

Applicant, for applicant and applicant's personal representatives, assigns, heirs and next of kin hereby release, waive and discharge Dive Discovery Inc. & Africa Discovery, its officers, directors, agents and employees, hereinafter called "Releasees", from all liability to applicant, applicant's personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in the death of the applicant. Applicant hereby agrees and understands that Dive Discovery Inc. & Africa Discovery is acting as an agent for suppliers, selling services and making representative reservations and that Dive Discovery Inc. & Africa Discovery has no business association, as partner, joint venture, owner or otherwise, with any airline, resort, hotel, camps, carrier, tour operator, boat operator, or other person or firm furnishing any service of facility in connection with the subject travel program.

It is expressly understood and agreed that Dive Discovery assumes no responsibility or liability for service, transportation or equipment make available by any resort, hotel or other person or entity, either as to its availability or as to its safety, quality or condition, nor for the acts (negligent or otherwise) of any employee or agent of such establishment, firm, person, or entity. It is also understood and agreed that Dive Discovery 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 tour escort, or otherwise.

It is further understood that remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment, inconvenience or modification to the scuba/touring programs of Dive Discovery itinerary and or Africa Discovery and Dive Discovery Inc & Africa Discovery reserves the right to modify and/or cancel arrangements due to unfavorable weather conditions and to substitute comparable facilities, equipment or services, including escorts, captains and shipboard personnel. It is understood and agreed that Dive Discovery Inc & Africa Discovery makes no warranty and assumes no responsibility or liability for such substitutions. Dive Discovery Inc & Africa Discovery reserves the right to cancel any scheduled trip at any time. No refunds can be made for canceled tour arrangements due to adverse weather, or for substitution of facilities, personnel and/or equipment or for inconvenience. Dive Discovery Inc. & Africa Discovery reserves the right to deny any applicant for any reason whatsoever.

Applicant warrants that the statements made herein are true and correct and understand that the releasees will rely on them and that they will be the basis of Dive Discovery Inc. & Africa

Discovery acceptance of applicant travel arrangements. Applicant hereby indemnifies and holds harmless Dive Discovery Inc. & Africa Discovery, its officers, directors, agents and employees from any and all claims, suits, liability, injuries, losses and damage of any person which arise out of the applicant's participation in Dive Discovery Inc. & Africa Discovery travel program; and for applicant's withdrawal, cancellation or expulsion from Dive Discovery Inc. & Africa Discovery travel program. This application form signed by applicant and by the parent or guardian of any minor applicant is in all respects subject to the terms and conditions above, which have been read and unconditionally agreed to. The applicant further agrees to observe strictly and comply with such additional reasonable terms and regulations as Dive Discovery Inc. & Africa Discovery may from time to time deem desirable or needful to prescribe during the course of a program. Applicant agrees that any appropriate state or federal district court located in the City and County of San Francisco, California, shall have exclusive jurisdiction over any cases or controversy arising under or in connection with the application and or the subject program.

By signing the booking form, applicant acknowledges the receipt and acceptance of this General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement.