

Dive Discovery Travel
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

BOOKING FORM

In order to complete your travel arrangements, Dive Discovery Travel must receive a completed and signed copy of this application from each traveler. Please fill in all the information.

NOTE: PLEASE WRITE ALL DATES IN LONG FORM ie. 01 Jan 2015

Full Name (as shown on your passport): _____

Home address: _____

City: _____ State: _____ Zip code: _____

Telephone home: _____ Work: _____

Email: _____

Passport no: _____ Citizenship: _____

Date of issue: _____ Place of issue: _____

Expires: _____ Occupation: _____

Date of birth: _____ Place of birth: _____

Height: _____ Weight: _____

Emergency contact name: _____

Telephone: _____ Relationship: _____

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

Special meals: _____ Smoker: Yes No

Seat preference: Aisle Window Middle

Frequent flyer numbers:

(1) _____ (2) _____ (3) _____ (4) _____

(Please note that not all flights accrue points. Please verify with Dive Discovery Travel)

How did you hear about us? _____

Previous trips with us? Yes No

DIVERS ONLY Skill level: Beginner Intermediate Experienced Expert

Approx. No. of dives: _____ **Approx. Hours logged:** _____

Certification Agency & number: _____ **Year certified:** _____

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

I have read the general release, assumption of risk, waiver of liability and indemnity agreement form (attached) and agree with its terms: Yes No

(Note: You must agree with the terms to proceed with your booking)

I have read my destination specific important booking information: Yes No

Signature: _____ **Date:** _____ **Number in Party:** _____

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

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 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. (hereafter called Dive 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., 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 is acting as an agent for suppliers, selling services and making representative reservations and that Dive Discovery has no business association, as partner, joint venture, owner or otherwise, with any airline, resort, hotel, 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 Dive 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 makes no warranty and assumes no responsibility or liability for such substitutions. Dive 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 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 acceptance of applicant in Dive Discovery travel arrangements. Applicant hereby indemnifies and holds harmless Dive 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 travel program; and for applicant's withdrawal, cancellation or expulsion from Dive 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 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.

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IMPORTANT BOOKING INFORMATION

Thank you for booking your vacation with Dive Discovery Travel. To ensure the smooth planning of your trip, please read this information carefully and retain this copy for your records.

The enclosed invoice shows the arrangements made on our behalf. Should any detail appear to be incorrect, please advise us immediately. Prices in your invoice are based on current currency rates and are subject to fluctuation.

The deposit reflected on your invoice is required to confirm your travel arrangements. This deposit is a combination of the deposit required by the supplier and by Dive Discovery Inc.

Airline Tickets

The airlines may increase their airfares at any time prior to ticket purchase. Only the purchase of your ticket can guarantee your fare. Once your ticket is issued, any voluntary changes requiring a ticket reissue will incur charges levied by the airlines and by Dive Discovery Inc. Most U.S. based airlines no longer pay travel agents commission. In order for us to look after these arrangements for you Dive Discovery Inc will charge a service fee. Please ask us for details.

Cancellation Insurance

Travel insurance is optional. However, we strongly recommend that you purchase travel insurance that covers trip cancellation penalties including a refund of cancellation due to illness or accident, trip interruption, travel delay, baggage loss and emergency medical expenses.

There is a trip Cancel insurance company we recommend Travel Guard. We would like to take care of your insurance booking for you to make sure that we have everything covered. You can also do it directly online but please quote our number 05714553 when completing the form: Here is the link to our website:

<https://buy.travelguard.com/TGI2/proc/stateselector.aspx?>

[br=agentlink&arc=05714553&agencyemail=info2@divediscovery.com&agentlinkasp=yes](https://buy.travelguard.com/TGI2/proc/stateselector.aspx?br=agentlink&arc=05714553&agencyemail=info2@divediscovery.com&agentlinkasp=yes)

Cancellation Penalties – per person

Land Programs:

Prior to departure Charge

90 days or more 150.00*

90-60 day 300.00

59 – 0 days 100% of cost

Liveaboard Programs:

Prior to departure Charge

Prior to 180 days 150.00*

90 to 180 days Deposit non-refundable

89 – 0 days 100% of cost

*** PLUS credit card fees & all penalties levied by supplier(s).**

Scuba Divers

You may also 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 liveaboards and land-based diving operations require that you have a valid DAN insurance.

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

Health Requirements

Tetanus and polio immunizations should always be current when traveling. Check with your health care provider or call the Center for Disease Control and Prevention's hot line at 1-877-394-8747 or visit their website at www.CDC.gov for recommended immunizations and up-to-date information about any epidemics or outbreaks concerning your travel destination.

Passports and Visas

All U.S. and Canadian citizens **must** now have a passport to travel to most every country in the world. Please note that is your responsibility to obtain a valid passport and any visas or other entry permits for your travel itinerary.

Travel Agent's Responsibility

Dive Discovery Inc. is acting as intermediary and agent for the principals in selling services. Dive Discovery Inc. accepts reservations or bookings for services which are not directly supplied by us, such as air carriage, hotel accommodations, ground transportation, diving, meals, tours etc.

Dive Discovery Inc., therefore, shall not be responsible for breach of contract or any intentional or careless actions or omissions on the part of such principals which result in any loss, damage, delay or injury to you or your travel companions or group members.

Dive Discovery Inc. shall not be responsible for any injuries, damages, or loss caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside our control.

By embarking upon his/her travel, the traveler voluntarily assumes all risks involved with such travel whether expected or unexpected.

The traveler is hereby warned of such risks and is advised to obtain appropriate insurance coverage against them. Your retention of airline tickets and other reservations after issuance shall constitute a consent to the above, and an agreement on your part to convey the contents hereto to your travel companions or group members.

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