

# Travel Waiver

Please read, understand, and complete the following waiver.

I, \_\_\_\_\_, certify that the statements made regarding my experience and physical condition is correct. I understand that, if I plan on scuba diving on this trip, my acceptance on this trip is predicated on my assurance that I am physically fit to engage in ocean scuba diving and that I fully understand the risks involved and am prepared to assume such risks. I further agree to hold harmless the Water World Marine Services, Inc., DBA Water World, here forth indicated as “WW”, and any employees, subcontractors, or agents acting on behalf of WW in the event of any diving accident or injury, which may incur during the above listed vacation tour. I further understand that the remoteness of the destination I have chosen may preclude immediate access to appropriate medical care and/or recompression therapy. I state candidly and without reservation that I am willing to assume complete responsibility for all risk encountered during this tour. My signature attests to my understanding and agreeing to the above assumption of risk, and also to the General Information and Statement of Policy listed immediately below that I have read and initialed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date

## General Information and Statement of Policy (Please read carefully and INITIAL each section)

**Reservation Policy:** A completed application and a minimum \$200 deposit is necessary at time of booking. Full payment is due and MUST be paid 60 days prior to departure. Bookings made within 30 days of departure may be assessed additional fees if last minute cables, phone calls, fax, or other administrative expenses are incurred. Certain trips may require a larger deposit.

**Read, understood, and initialed:** \_\_\_\_\_

**Occupancy Consideration:** The pricing for most WW trips are based on double occupancy. Although WW will attempt to arrange the rooming assignments to avoid single supplement surcharges, WW reserves the right to pass through to the single traveler any additional single occupancy supplemental charges made by the resort if no suitable room-mate can be found.

**Read, understood, and initialed:** \_\_\_\_\_

**Trip Program and/or Price Modifications:** WW, its agents and employees, reserves the right to modify the trip program and/or change the trip price for any reason. In the event of a price increase, *the applicant shall have the right to cancel with full refund.*

**Read, understood, and initialed:** \_\_\_\_\_

**Limits of Responsibility:** It is understood that WW and its agents and employees are independent of, and have no business association, partnership, joint venture, ownership 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 WW and its agents and employees assume no responsibility or liability for service, transportation, or equipment made 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 of any employee or agent of such establishment, firm, or entity. It is also understood and agreed that WW and its agents and employees do not, by acceptance of this applicant, assume any responsibility or liability for the safety of any participating individual, particularly when such individual is engaged in underwater activities, whether alone or in groups, under the supervision of tour escort, or otherwise. Further, WW and its agents and employees cannot verify the ability to scuba dive of any trip participant, and therefore cannot guarantee that the trip participant will be allowed to dive by the dive operator.

**Read, understood, and initialed:** \_\_\_\_\_

**Tour Leader Responsibilities:** It is expressly understood that the tour escort of the trip is acting only in the capacity of a tour escort. Although the escort may or may not be a certified scuba instructor, and will give freely of his or her diving knowledge and experience, the escort is not acting in the capacity of instructor unless specifically noted by separate agreement.

**Read, understood, and initialed:** \_\_\_\_\_

**Release of Liability:** Except in cases of obvious gross negligence by WW and any and all agents and employees of WW, the applicant, or the undersigned parents or guardians of an applicant under the age of maturity, releases and absolves the WW from any and all liability for property loss or damage, and/or from any and all damages resulting from death or personal injuries, including loss of services arising out of, or in conjunction with, applicant's chosen travel program, whether resulting from negligence of anyone in charge of or participating in said program or from ownership, maintenance, use, operation or control of any automobile, ship, airplane, bicycle, boat, vehicle, inn, hotel, common carrier, or otherwise.

**Read, understood, and initialed:** \_\_\_\_\_

**Trip Component Changes:** It is further understood and agreed that the remoteness of the area, new local government regulation, customs, prevailing weather conditions, or any other factors may cause substitution of facilities and/or equipment, minor inconvenience or modification of the travel itinerary. All agents and employees of WW reserve the right to modify and/or cancel diving arrangements due to unfavorable weather conditions or any other reason that may affect the safety of the group, and to substitute facilities and equipment if necessary. No refunds can be made for arrangements canceled

due to adverse weather, mechanical failure, or for substitution of facilities and/or equipment or for minor inconvenience. Un-used portions of trips are non-refundable. Participants denied scuba diving privileges for any reason whatsoever by the dive operator, including improper documentation of certification, will receive no refund unless agreed to by the dive operator. All group travel is based on numbers. ***We highly recommend that you purchase trip insurance.***

**Read, understood, and initialed:** \_\_\_\_\_

**Trip Cancellation Policy:** When a tour is sold, it is removed from our tour inventory and no further attempts are made to sell that space. Some destinations require a certain group size to guarantee special services and rates, for this reason, ***all trip deposits are non-refundable. And, once final payment is made, it, too, becomes non-refundable. We strongly advise our travelers to obtain trip interruption/cancellation insurance in the event of a forced or unforeseen trip cancellation.***

**Read, understood, and initialed:** \_\_\_\_\_

**Air Fare Cancellation Policy:** If we offer airfare to any of our trips and you decide to purchase these tickets with our trip it is understood that there are **NO** refunds for these tickets once they are purchased. ***We highly recommend that you purchase trip insurance for that reason.*** Due to new Federal Regulations you are not allowed to transfer airfare tickets, you will have the option with some airlines, to use these tickets in the near future. There are limitations with this as well, please check with the airline for their policies. If you purchase airline tickets through Water World there are **NO** refunds for these tickets if you cancel, no matter the time frame that you cancel.

**Read, understood, and initialed:** \_\_\_\_\_