

Trip Application

Waiver and Release of Liability



Full Legal Name: _____ Trip Destination: _____

Address: _____ Departure Date: _____

_____ Trip Leader: _____

Date of Birth: _____ Email Address: _____

Phone (Home) _____ (Daytime) _____ (Cell) _____

Please attach copies of the following documents:

Scuba Certification Card

Diver Insurance & Travel Assist Card

Passport

Emergency Contact: _____ Relationship: _____

Phone (Home) _____ (Daytime) _____ (Cell) _____

Address: _____

Physician Name: _____ Phone #: _____

Address: _____

Diver Information:

Are You a Certified Diver? _____ # of Logged Dives: _____ Date/Location of last Dive: _____

How would you rate yourself? (Beginner/Intermediate/Experienced) _____

Please indicate the number of dives you have made in the following categories:

Night Dives: _____ Ocean Dives: _____ Wreck Dives: _____ Drift Dives: _____ Below 100': _____

Waiver and Release of Liability:

I, _____, certify that the statements made regarding my experience and physical condition are correct. I understand that if I plan to go 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 SCUBA Shack, Inc. trading as The SCUBA Shack and the trip sponsor, _____, and any officers, directors, employees, subcontractors, or agents of these entities in the event of any diving or other accident or injury that I may incur during the above listed trip. I further understand that the remoteness of the destinations to which I have chosen to travel may preclude immediate access to appropriate medical care and/or recompression therapy. I state candidly and without reservations that I am willing to assume complete responsibility for all risks encountered during this trip. My signature or the signature of my parents/legal guardians if I am under the age of maturity attests to my understanding and agreement to the above assumptions of risk, and also to the statement of terms and conditions listed on the back of this page which I have read and initialed.

Signed _____ Date: _____

Parents/Guardians (if applicable): We, the parents of the above indicated minor, hereby agree and affirm as guardians on behalf of the aforementioned minor that the release shall be binding in all of it's terms.

We further agree that either one of us or our guardian designee listed below shall have our joint and individual permission to travel with the aforementioned minor with respects to this trip even where that travel is beyond the borders of the United States.

Printed Name: _____ Signature: _____ Date: _____

Printed Name: _____ Signature: _____ Date: _____

Guardian Designee: _____ Date of Birth: _____

(Continued on Reverse Side)

Trip Application Addendum

General Information & Policy Statement

Reservation Policy: A completed application and a minimum deposit of \$ _____ is necessary at time of booking to guarantee your spot on the trip. Full payment must be paid at least _____ days prior to departure or your reservation may be canceled. Bookings made within 30 days of departure may be assessed additional fees for administrative costs and rates are not guaranteed.

Read & Accepted by Initials: _____

All Deposits are Non-Refundable: When a trip is reserved by the applicant, it is removed from the trip inventory and no attempt is made to sell that space. Many destinations require certain group size to guarantee certain services and/or rates. For this reason all trip deposits are non-refundable. Once final payment is made, it too is non-refundable. We strongly recommend that trip participants obtain trip cancellation/interruption insurance in the event of a forced or unforeseen trip cancellation.

Read & Accepted by Initials: _____

Trip Modifications: The SCUBA Shack, LLC, and the trip sponsors reserve the right to modify the trip program and/or change the price for any reason. In the event of a price change, the applicant shall have the right to cancel with full refund.

Read & Accepted by Initials: _____

Responsibility: The SCUBA Shack, LLC, the trip sponsor, their directors, employees and agents, and the trip leader (collectively referred to as "the parties hereto") are independent of and have no business association, partnership, joint venture ownership, or otherwise with any airline, resort, hotel, carrier, boat operator, or other person or firm providing any service or facility in connection with this travel program. It is expressly understood as agreed that the parties hereto assume no responsibility or liability for service, transportation, or equipment made available by any airline, resort, hotel, carrier, boat operator, 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 the parties hereto 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 the trip leader, or otherwise. Further the parties hereto cannot verify the ability or suitability 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 & Accepted by Initials: _____

It is expressly understood that the trip leader is acting only in the capacity of trip facilitator or escort. Although the trip leader may or may not be a certified scuba instructor or divemaster, and will give freely of his or her diving knowledge and experience, the trip leader is not acting as an instructor or divemaster unless specifically noted by a separate agreement

Read & Accepted by Initials: _____

Release: The applicant and where applicable, the undersigned parents or guardians of the applicant hereby release and absolve the parties hereto from any and all liabilities 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 travel program or from ownership, maintenance, use, operation or control of any automobile, ship, airplane, bicycle, boat vehicle, inn, hotel, common carrier, or otherwise.

Read & Accepted by Initials: _____

Substitution/Cancellation: It is 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. The parties hereto reserve the right to modify or cancel diving arrangements due to unfavorable weather conditions or for any other reason that may affect the safety of the group, and to substitute facilities or 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 travel inconvenience. Unused portions of trips are non-refundable. Participants denied scuba privileges for any reason whatsoever by the trip leader, boat captain, divemaster or dive operator, including improper documentation of certification, will receive no refund unless agreed to by the dive operator.

Read & Accepted by Initials: _____



321 Wallace Street, Suite 9; Fredericksburg, VA 22401
540-373-1030
www.ScubaShackVA.com