



## **BOOKING TERMS AND CONDITIONS**

Please read these Booking Terms and Conditions carefully as they set out our respective rights and obligations. Liquid Diving Adventures Inc. (referred to as "we," "our," or "us") has arranged the Dive Travel Packages described on this website. The traveler (referred to as "Customer," "I," "you," or "your") who has reserved a Dive Travel Package as described on this website and who intends to participate in the reserved Dive Travel Package and by participation and payment as provided for in this Customer Agreement ("Customer Agreement" or "Agreement") hereby agrees to be bound by the terms and conditions of this Agreement. This Customer Agreement may only be waived or amended by written mutual consent. When you accept this Customer Agreement, you agree with all of these conditions.

### **1. Your Contract**

This document creates a contractual relationship between Liquid Diving Adventures Inc., and you, the "customer." After reading these terms and conditions (the "Agreement"), in order for your dive travel package ("Vacation Package," "Holiday" or "Trip") reservation to be completed, you must accept these terms and conditions on the online booking form or by payment for your dive travel package. By accepting the Customer Agreement, you agree that, if necessary, we may pass your contact details and numbers to any third party connected with the operation of the specific Dive Travel Package which you have booked. This information will not be used for any other purpose by the third party, nor will it be passed to any other parties. We reserve the right to refuse a reservation made by: 1) a person under the age of eighteen (18) without the written consent of a parent or legal guardian first having been obtained, and 2) a person not certified by an internationally recognized SCUBA diving certification association acceptable to us.

### **2. Booking and Payment**

In order to confirm your dive travel booking you must acknowledge acceptance of the Booking Terms and Conditions on the online booking form and pay a deposit of US \$500.00 per person or more as required by supplier. We will then invoice you for the balance of the cost, which you must pay no later than 90 days before departure. If you book less than 90 days before departure, full payment must be made by certified check or credit card. The booking is not accepted and no contract exists until the date

shown on the confirmation issued by Liquid Diving Adventures. Bookings made over the telephone, by email, or by credit card more than 90 days before departure will not be deemed accepted until we have received your acceptance of the Customer Agreement on our website booking form or by payment which constitutes agreement to the Booking Terms and Conditions. If you do not pay the balance of your Dive Travel Package cost within 90 days of departure, your booking will be cancelled and you will forfeit your deposit. Bookings made within 30 days or less prior to departure will be subject to a US \$25.00 non-refundable fee to cover administration costs and express delivery of documents. In some instances Liquid Diving Adventures may require a deposit higher than the normal \$500 per person. Examples would be complex itineraries, bookings to remote locations, large groups, or special high-end packages. Payments are accepted by wire transfer, cashier's check, or credit card. Credit card transactions require a signed authorization form sent to us via FAX.

### **3. Changes by you**

Should you wish to make changes to a confirmed Dive Travel Package, you must notify us in writing as soon as possible. We will endeavor to meet your request, but we cannot guarantee we will be able to make any requested changes after booking. A fee of US \$25.00 per person will be added to the Dive Travel Package price for revisions. Additionally, a fee of US \$25.00 per person will be charged should a new set of travel documents be required because of any revision.

### **4. Cancellation by you**

Notification of cancellation must be made to Liquid Diving Adventures in writing. If you cancel your Dive Travel Package booking, the following cancellation charges will be made: 1) Written notification of cancellation received at our offices between 60 and 45 days before departure, \$200.00 per person; 2) Written notification of cancellation received at our offices between 45 and 30 days before departure: \$500.00 per person; 3) Written notification of cancellation received at our offices less than 30 days before departure (or failure to join the Trip): 100% of the Dive Travel Package cost; 4) These fees are in addition to any vendor fees that may be assessed (up to 100%). Cancellations may be allowed for bona fide emergencies including death in the immediate family, or serious illness, injury or medical condition to you. Airlines and hotels may require evidence of death. Airline ticket refunds will be subject to the standard cancellation fees that airlines apply according to their official fare rules for the specific class of service booked by you. Post-departure changes will only be made if you accept complete financial and legal responsibility and all costs for such changes.

### **5. Travel packages, activities and other information**

The information contained on our website is correct to the best of our belief, but we accept no liability for any inaccuracies contained therein. Any information or advice provided by us on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on our part, and you accept responsibility for obtaining any necessary visas and travel documents required for your Dive Travel Package.

## **6. Diving requirements**

I understand and acknowledge that my travel in connection with and participation in the Dive Travel Package may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death which can result from swimming or SCUBA diving, including the malfunction of dive equipment, the natural environment, animal or sea life, currents and other changing conditions, decompression sickness, embolism or other hyperbaric injuries. I realize and acknowledge that diving with compressed air, Nitrox, tri-mix, or other gases involves certain risks and requires specific training. I certify that I have been properly trained for the breathing mixture(s) I will use and understand the risks involved. I also realize and acknowledge that risk and dangers may be caused by the negligence of the owner, directors, employees, contractors, subcontractors, officers or agents of Liquid Diving Adventures or the negligence or participation of other participants, contractors and/or subcontractors to Liquid Diving Adventures. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. 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. In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I alone am responsible for my own activities while engaged in SCUBA diving. I am willingly and knowingly electing to participate in this Dive Travel Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me.

## **7. Passports, visas and health requirements**

You must carry valid proof of citizenship and proper identification (current Passport). If you are traveling with children, some countries require specific travel permissions from both birth parents. Since proof varies with each country, contact our office about your specific destination. All persons on Dive Travel Packages must have a current, valid scuba certification card issued by an internationally recognized SCUBA diving certification association acceptable to Liquid Diving Adventures. Without proper identification, passport and necessary visas, you will not be permitted to depart. It is your responsibility to verify your necessary travel documents. Some countries may not allow entry if your passport will expire in less than 6 months. It is your responsibility to ensure your passport is valid for the duration of the Dive Travel Package. Fees for entry and exit visas are your responsibility at the time of clearing Customs.

## **8. Conditions of independent suppliers**

Many of the services which make up your Dive Travel Package are provided by independent supplier. Those suppliers provide their services in accordance with their own Terms and Conditions. Some of these Terms and Conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.

## **9. Flights and luggage limitations**

Any flights forming part of the Dive Travel Package are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with international law and conventions. Please note that international airlines are required by applicable laws to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary or to which you may be diverted. All airlines have their own specific regulations for luggage limitations and excess baggage fees for domestic and international flights. It is your responsibility to know well in advance of your travel what regulations apply. You are responsible for all excess baggage fees assessed by the airline at time of checkin.

## **INSURANCE**

Liquid Diving Adventures urges you to purchase dive equipment loss, dive medical, baggage, and travel cancellation insurance.

## **YOUR RESPONSIBILITY**

You agree that all travel arrangements in the Dive Travel Package are made on your behalf on the express condition that neither Liquid Diving Adventures nor its owner, directors, officers, employee agents, contractors or subcontractors shall be liable or responsible for any negligent or willful act or failure to act of any third party. This includes operators of aircraft, trains, motorcoaches, private cars, cruise vessels, boats, ships or any other conveyance, hotels, excursions, and local ground handling which are to supply and goods or services for your Dive Travel Package. You further understand that Liquid Diving Adventures does not own or operate these third party suppliers and agree to seek remedies directly and only against those suppliers. Liquid Diving Adventures will not be held responsible for their acts or omissions. Without limitation, Liquid Diving Adventures is not responsible for any negligent or willful acts of others or for acts of God or Force Majeure, weather emergencies, failure of diving or mechanical equipment, government actions, sickness, availability of adequate medical care, criminal activity, war, terrorism, civil disturbance, sanitary conditions, food sanitation or quality, customs regulations, strikes, hotel overbooking, hotel security, any problems or injuries related to swimming or scuba diving, or any other reason beyond the control of Liquid Diving Adventures. You agree with and agree to be bound by the terms of release and waiver in these Booking Terms and Conditions.

## **WAIVER OF DAMAGES**

Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against Liquid Diving Adventures, its owner, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.

## **1. Your release of liability**

In consideration of the services and arrangements provided by Liquid Diving Adventures, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Liquid Diving Adventures, and its owner, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with my Dive Travel Package and any associated activities.

## **2. Arbitration and governing laws**

You agree that any dispute concerning, relating or referring to this Agreement, or any other documents concerning your Dive Travel Package, the Trip itself or any claim for damages due to injury or death which occurs during or in connection with the Trip shall be resolved exclusively by binding arbitration according to the current existing rules of the American Arbitration Association. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. There will be judicial review of the arbitrator's decision if either side can show plain error in the application of law or be able to show an abuse of discretion with respect to factual findings. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein. This agreement and any actions and proceedings brought hereunder shall be governed by the laws of the state of Colorado.