

BOOKING CONDITIONS AND DISCHARGE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING

RESERVATIONS

30% deposit is required to make a booking. The balance is payable 90 days prior to departure. Full payment is required for bookings less than 90 days prior to departure.

CANCELLATIONS**

Less than 90 days, forfeit 20% of trip fee

Less than 60 days, forfeit 50% of trip fee

Less than 30 days, forfeit full trip fee

**** If we are able to book your space we will refund you for the equivalent amount received.**

TRAVEL INSURANCE

Unforeseen work medical or airline problems may cause you to cancel your trip. Compensation for trip cancellation or lost/damaged bags and/or equipment due to any reason must be claimed against your travel insurance. No compensation is offered to change flights or holiday plans. No refund is offered for time lost due to medical evacuation of a passenger or reduction of dives due to bad weather. Weather problems may cause the itinerary to change or be cancelled.

DAN DIVER INSURANCE

We strongly recommend Emergency Medivac insurance (not covered by most travel insurers). We recommend **Divers Alert Network (DAN)** at www.danasiapacific.org . *Australians:* yearly membership \$66.00 per person or \$93.50 for Family membership. *Internationals* go to www.diversalertnetwork.org/contact/international.asp and for US residents we recommend **DAN** or **Dive Assure** www.diveassure.com

*We recommend Australians check if their ambulance subscription covers emergency evacuation.

EQUIPMENT AGREEMENT

I agree to reimburse Eye to Eye Marine Encounters (referred to as EEME) for any of the diving equipment lost or damaged whilst in my care.

DISCHARGE OF LIABILITY

It is a fundamental condition of this contract between EEME and its employees and agents on the one part and

(print your name) _____
on the other part, **that to the extent permitted by law** EEME is hereby discharged and indemnified by my/our executor(s), my/our administrator(s) and my/our dependent(s) from any liability for any damage, death or injury whatsoever arising out of or incidental to this diving expedition, and other services provided by EEME whether or not such damage or personal injury is caused or contributed to by EEME.

I acknowledge that I will be participating in activities, which are undertaken for purposes of recreation and involve a significant degree of physical exertion and physical risk. I further acknowledge I am aware of the risks of injury/death associated with my participation in this diving/snorkeling expedition and agree that I voluntarily assume such risk.

STATEMENT OF UNDERSTANDING

By inserting your name in the Discharge of Liability and signing below you acknowledge that you have read, understood and accepted the Discharge of Liability and Booking Conditions listed above. You also agree that any claims or disputes in regard to this document or your participation in this expedition will be governed by Australian law in the state of Queensland.

I have trip cancellation and Medivac insurance

I have chosen not to insure and accept risk

Dated: _____ **Signature:** _____

Witness: _____ **Certified and agreed by guardian:** _____
(if applicant is a minor)