

Tri-City Scuba Cancun 2016 Trip

Booking Form and Terms & Conditions

Please complete and return to our office upon booking. Non Divers, please complete relevant parts. **Please ensure you print your full name as shown on your passport. We require a legible photocopy of the main page of your passport.** Please print clearly.

Last Name:		First Name:	
Middle Name(s):		Male <input type="checkbox"/> Female <input type="checkbox"/>	
Home Address:			Apt/Suite #:
Postal/Zip Code:	City:		Prov/State:
Primary Phone:		This is my Residence <input type="checkbox"/> , Cell <input type="checkbox"/> , Business <input type="checkbox"/> , Other <input type="checkbox"/>	
Secondary Phone:		This is my Residence <input type="checkbox"/> , Cell <input type="checkbox"/> , Business <input type="checkbox"/> , Other <input type="checkbox"/>	
Primary Email:		Primary Dive Shop:	
Citizenship:		Passport Number:	
Passport Date of Expiry (dd/mm/yyyy):		Passport Date of Issue (dd/mm/yyyy):	
Passport Issuing Country:		Known Traveler Number:	
Emergency Contact Name & Relationship to Traveller:		Seat preference on the aircraft (Please note that this is not guaranteed & potentially subject to a charge):	
Emergency Contact Phone:			
Frequent Flyer Number:		Frequent Flyer Airline:	
Special Dietary Requests:		This is a preference <input type="checkbox"/> This is an ALLERGY <input type="checkbox"/> .	
Do you have any medical concerns? Yes <input type="checkbox"/> No <input type="checkbox"/>		If yes, please describe:	
No. of logged dives:		Date of last dive: (dd/mm/yyyy):	
Certification Agency: (ie: PADI, NAUI, SSI, TDI)		Certification level:	
Preferred roommate:		Dive Rental Equipment Needed? Yes <input type="checkbox"/> No <input type="checkbox"/> Weights and tanks are always included in your package.	
If yes, please specify sizes and exact equipment needed (ie: Size Small BCD, Mask, Woman's Size 9 Fins):			

PAYMENT SCHEDULE:

- | | |
|-----------------------------------|---------------------|
| (a) Deposit required upon booking | \$500.00 per person |
| (b) September 30, 2016 | Final Balance |

Group is subject to a minimum number of participants. Should this not be met additional/increased deposits may be required.

Accepted form of payment is Visa, MasterCard, American Express, personal cheques (for deposit only), bank drafts made out to Fly & Sea Dive Adventures, or Interac E-Transfer to payments@flyandsea.com (Please advise of the secret answer via email to payments@flyandsea.com). NSF cheques will incur a \$50 charge.

If you are paying your deposit by credit card and would like us to automatically charge the next payment to the same card on the due date(s) as noted please check this box and initial: _____

It is mandatory that the above payment schedule be observed. Should you fail to comply, this could result in cancellation of your reservation with the applicable penalties.

CANCELLATION POLICY/REFUNDS:

All cancellations are required in writing. All payments are non-refundable. **We highly recommend travel insurance to protect your investment!** For arrangements made in addition to the tour package, separate cancellation charges will apply, which will be outlined on your invoice.

INSURANCE:

Due to the strict cancellation penalties for this package, comprehensive travel insurance is highly recommended. We represent Manulife Insurance, one of the most reputable insurance providers in North America. The best way to purchase this insurance is via our website www.flyandsea.com and click on "Travel Insurance quote" on our home page). The premium will depend on your age. Trip date is Nov 26 – Dec. 3, 2016.

The most comprehensive package is the "All Inclusive package" which includes cancellation and trip interruption insurance, emergency medical (incl. coverage of diving accidents) with emergency medical transportation, baggage, and flight accident and travel accident insurance. Many dive operators require proof of dive/medical insurance before providing service.

Insurance premiums once paid are 100% non-refundable.

ADDITIONAL COSTS

In order to budget for this trip you can expect the following additional cost which is not included:

- Airline baggage excess fees if applicable
- Tipping (optional, but recommended)
- Travel Insurance (optional, see above)
- Souvenirs etc.

NO REFUNDS AFTER DEPARTURE:

Failure to make final payment shall constitute a cancellation and applicable penalties will apply. Once documents are issued or after travel has commenced, changes may not be possible. If change is possible, it will be subject to a fee.

ENTRY REQUIREMENTS

A valid passport is required and should be valid for at least 1 month beyond the date of your expected departure. Please check your passport early to avoid any last minute rush and ensure you have several blank pages for entry stamps/visas.

MISCELLANEOUS

Deviations from group itinerary are possible and subject to a minimum \$100 fee. They need to be requested as early as possible, preferably at time of booking. Once documents are issued or after travel has commenced, changes may not be possible. If change is possible, it will be subject to a fee. Tour is subject to a minimum number of participants. If group will have less than 10 passengers, there may not be a group leader/host traveling with the group. We reserve the right to change or cancel the itinerary due to unforeseen circumstances beyond our control. **Single travelers willing to share may still be required to pay a single supplement if no suitable person to share with books.** We reserve the right to adjust the package price due to currency fluctuation. By booking this trip you acknowledge that there is an inherent risk involved in traveling abroad and scuba diving and you do so at your own risk. Fly & Sea Dive Adventures does not take responsibility for any changes and adjustments made by our suppliers, including airline over bookings and schedule changes, which could alter the overall package and cost. Dive operators will require a signed liability waiver form. All dive sites are subject to weather and sailing conditions.

We require a legible photocopy of the main pages of your passport with this booking form.

I have read and accept above terms and conditions

Name

Signature

Date

Please sign and return to Fly & Sea Dive Adventures

B.C. Reg. No.3175

Trip Date (s): March 26-Dec 3, 2016

Dive Shop (if applicable): Tri-City Scuba

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY**

Initial Here

First Name: _____ Last Name: _____ Initial: _____ DOB: _____

Address: _____ City: _____ Province: _____ Country: _____ Postal Code: _____

TO: 348577 BC Ltd. o/a Fly & Sea Dive Adventures and Fly & Sea Travel Club (the OPERATORS) AND ALL TOUR OPERATORS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE OPERATORS, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, owners, insurers, successors and assigns (hereinafter referred to as the "RELEASEES"). In this "Agreement" the term Scuba Diving and Adventure Activities shall include all activities, events, or services provided, arranged, organized, conducted, sponsored, or authorized by the OPERATORS and shall include but are not limited to scuba diving, snorkeling, travel to and from the tour areas, orientation and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to these activities.

ACKNOWLEDGMENT – SAFETY

I acknowledge that I am required to wear safety equipment while Scuba Diving and/or participating in certain Adventure Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of the equipment. I am aware that I must carry with me proof of scuba diving certification, must prove my level of expertise in destination and provide my log book of past dives. I am aware that the physical exertion required of Scuba Diving and/or Adventure Activities and the forces exerted on the body, can activate or aggravate pre-existing injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Adventure Activities.

ASSUMPTION OF RISKS

I am aware that Scuba Diving and/or Adventure Activities involve many risks, dangers and hazards including but not limited to; changing water and weather conditions; encounters with marine life, wildlife; equipment malfunctions; collision with other participants or guides; the failure to remain within designated areas; becoming lost or separated from guides or other participants; negligence of other participants or guides; consumption of alcohol; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SCUBA DIVING AND/OR ADVENTURE ACTIVITIES. I am also aware that these dangers, risks, and hazards exist on terrain that may be uncontrolled, unmarked, and uninspected.

ALCOHOL AND DRUGS - ALCOHOL AND ILLEGAL SUBSTANCES

I acknowledge that the use and/or consumption of alcohol and all illicit drugs and/or street drugs IS PROHIBITED ON scuba diving tours OR WHILE ENGAGING IN SCUBA DIVING AND/OR ADVENTURE ACTIVITIES. If I use, consume or am under the influence of alcohol or illicit and/or street drugs prior to or while engaging in Scuba Diving and/or Adventure Activities or while on the Facilities, as defined below, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS AND/OR THIRD PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PRESENCE ON THE FACILITIES AND/OR ENGAGEMENT IN THE ADVENTURE ACTIVITIES, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ILLICIT AND/OR STREET DRUGS. I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH SCUBA DIVING AND OTHER ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THERE FROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the RELEASEES allowing me to participate in Scuba Diving and/or Adventure Activities and permitting me the use of their property and equipment, where applicable (hereinafter referred to as the "FACILITIES"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I now have or may have in the future against THE RELEASEES and to RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or my next of kin may suffer, resulting from either my use of or my presence on the facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for damage to property or personal injury to any third party resulting from my use of or presence on the FACILITIES;
- 3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
- 4. This Agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of **British Columbia** and no other jurisdiction and;
- 5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of **British Columbia** and shall be within the exclusive jurisdiction of the Courts of the Province of **British Columbia**.
- 6. To consent to having photos or videos taken of me while participating in Scuba Diving and/or Adventure Activities and to the publication of the photos or videos by the RELEASEES for advertising, marketing, or promotion purposes.

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF ADVENTURE ACTIVITIES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CERTIFY THAT I, PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE TO HIS/HER RELEASE OF ALL THE RELEASEES, AND FOR MYSELF, MY HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FOR ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN THESE ADVENTURE ACTIVITIES.

Signed on: _____
(Date: day/month/year)

Signature of Participant/Traveller

Signature of Witness

Name of Participant/Traveller

Name of Witness

Signature of Parent/Guardian for Participants
Under Minority Age

**THIS AGREEMENT MUST BE COMPLETED IN FULL,
INITIALED AND SIGNED, AND WITNESSED PRIOR
TO PARTICIPATING IN ANY SCUBA DIVING AND/OR
ADVENTURE ACTIVITIES.**