



Booking Form and Terms & Conditions

Please complete and return to our office upon booking. Please print clearly.
 Non Divers, please complete relevant parts. **Please enter full name as shown as your passport.**
 WE REQUIRE A **LEGIBLE** PHOTOCOPY OF THE MAIN PAGES OF YOUR PASSPORT.

Last Name:		First Name:	
Middle Name(s):		Male <input type="checkbox"/> Female <input type="checkbox"/>	Date of Birth: (dd/mm/yyyy)
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 Traveler:		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 will be advised by your agent:

Non-refundable deposit at time of booking No booking is considered confirmed without a deposit.

- (a) Optional Travel Insurance is highly recommended at time of booking
- (b) 100 - 75 days prior to departure Balance of Trip

These standard terms may be overwritten on our invoice by more restrictive requirements based on the package booked. If airfare is included in the package, it is subject to availability until your deposit is received. Should the rate this package is based on no longer be available, a surcharge will apply.

Trip Date (s): _____

Dive Shop (if applicable): _____

**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 ILICIT 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 this ____ day of _____, _____.

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.