

UNDERWATER PHANTASIES LTD.
TERMS AND CONDITIONS OF GROUP/INDIVIDUAL TRAVEL

RESERVATIONS/CHANGES

Group-Reservations are considered firm upon receipt of this trip agreement and a \$500.00 **non-refundable** deposit per person. Final payments are due as follows: 50% of balance is due 120 days prior, final balance is due 70 days prior to departure.

Cancellation policy- All deposits and payments are non-refundable. Should Underwater Phantasies, Ltd. cancel the tour prior to departure, a full refund of monies paid to Underwater Phantasies, Ltd. will constitute full settlement.

Credit Card Terms-Should I authorize payment by credit card, I agree to pay all credit card charges in full.

All prices are based upon double occupancy. Single persons may be subject to additional charges.

INSURANCE

We strongly recommend travel insurance. Travel insurance may provide extra protection for unexpected traveling costs. These could result from accident, illness, airline/resort/dive operators bankruptcy or default, lost baggage or a cancelled or interrupted trip. Travel insurance is available at an additional cost and is highly recommended. Underwater Phantasies also strongly encourages the purchase of diver insurance for dive medical emergencies. I recognize that the decision to purchase these insurances is my decision alone.

___ Travel insurance has been offered to me and I elect to purchase this insurance.

___ Travel insurance has been offered to me and I elect not to purchase supplemental insurance.

RESPONSIBILITY/WAIVER AND RELEASE OF LIABILITY

In consideration of Underwater Phantasies Ltd. arrangements of transportation, hotel or liveboard accommodations, and/or a dive package (travel arrangements) on my behalf, I understand and recognize as follows:

1. Underwater Phantasies, Ltd. acts as an agent for the carrier, hotel, liveboard or other facility providing the travel, accommodations and other travel services, and as such, the sole financial responsibility of Underwater Phantasies to me for any travel related problems I may experience, including those resulting from bankruptcy or default of airline/resort/dive operators or a cancelled or interrupted trip, is limited to the amount of commissions it received from said suppliers. Underwater Phantasies is not responsible for the loss or damage to my luggage or dive equipment.

2. All prices including airfare are subject to change until paid in full by the entire group. I accept responsibility for any costs incurred by airline schedule changes and any changes in fees for air, hotel, boat, diving, taxes or **fuel surcharges**.

3. Underwater Phantasies Ltd. makes no representations concerning the quality, care or instruction of any dive tour operator or employee, nor any dive equipment which may be provided or arranged by Underwater Phantasies in the dive tour operation. I also recognize and understand that Underwater Phantasies makes no warranties or representations concerning the location, existence or quality of any suggested, recommended or mandatory first aid equipment, including but not limited to, recompression chambers to be used in case of a dive injury of affliction.

4. Certain environmental, travel or weather conditions beyond the control of Underwater Phantasies may affect the travel arrangements and/or dive operations and are not the responsibility of Underwater Phantasies.

5. I understand that my legal name on my plane ticket must match my passport. For countries not requiring passports, legal name must match government issued birth certificate and driver's license (except, women using married name must also bring marriage license). If names do not match, I may be charged a fee or could be denied boarding and would be responsible for any costs incurred. It is my responsibility to check with my physician (or County Health Department) for any immunizations or medications required or recommended.

I HEREBY STATE THAT I HAVE REVIEWED THE FOREGOING AND I ACKNOWLEDGE, RECOGNIZE, APPRECIATE AND ASSUME THE ABOVE RISKS INHERENT IN SCUBA DIVING AND/OR TRAVEL TO A FOREIGN COUNTRY OR WITHIN THE UNITED STATES AND WAIVE EACH AND EVERY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, INCLUDING CLAIMS FOR NEGLIGENCE WHICH I MIGHT HAVE AGAINST UNDERWATER PHANTASIES, LTD. AND ITS EMPLOYEES, INSTRUCTORS, AGENTS AND REPRESENTATIVES, ARISING OUT OF TRAVEL ARRANGEMENTS, SCUBA INSTRUCTION OR SCUBA DIVING ACTIVITIES. THIS AGREEMENT SHALL BE BINDING UPON MYSELF AND MY HEIRS AND LEGAL REPRESENTATIVES.

The above conditions have been read, understood and agreed upon.

Name: (As on Passport) _____ *(Please print as on passport)*

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: (Home) _____ (Work) _____

Diver: ___ Non-Diver: ___ E-mail: _____

Trip Destination & Dates: _____

Signature: _____ Date: _____

Name, address and telephone number of person to contact in event of emergency: