

# TERMS AND CONDITIONS

## DEEP OCEAN EXPEDITIONS LTD.

**Reservation & Payment Plan:** With an initial deposit of 25% of the expedition fare and signed reservation form, a place will be reserved for you on your indicated Deep Ocean Expeditions expedition. The balance of the expedition fare is due 120 days prior to departure. Reservations are accepted in order of date and time the initial deposit and signed reservation form are received.

**Cancellation Policy:** Notification of passenger cancellation must be received in writing by Deep Ocean Expeditions Ltd.. At the time written cancellation is received, the following per person fee penalties apply:

- 180 days or more prior to departure: US\$300 per person
- 120-179 days prior to departure: US\$1000
- 90-119 days prior to departure: 25% of expedition cost
- 1-89 days prior to departure: 100% of expedition cost
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These fees are due regardless of sale. These fees cannot, be applied to future reservations; therefore we strongly recommend purchasing trip cancellation insurance.

Once an expedition has departed, there will be no refunds from Deep Ocean Expeditions for any unused portion of the trip. The above policy also applies to all extensions and independent travel arrangements made in conjunction with this program.

**Trip Cancellation and Interruption Insurance:** It is strongly advised that all travellers purchase trip cancellation and interruption insurance as protection against an emergency which may force you to cancel from or leave an expedition while it is in progress.

**Share Policy:** Divers are entitled to a single occupancy cabin up until the single room capacity is exhausted. After which, each diver will be assigned a roommate. All non-divers will be assigned shared rooms. Cabins will be assigned according to their place on the confirmed booking list (determined by deposit date). Cabins may have private and shared bathrooms. When pairing roommates, we will always pair participants of the same sex, and make every effort to accommodate smokers with other smokers. However, if it is necessary to pair a smoker with a non-smoker, overnight accommodations will be designated as non-smoking for both participants.

**Medical Information:** The deep diving expeditions are intended for persons in generally good health and without physical disabilities which would create a hazard whether for the passenger or other passengers. By placing an initial deposit, the passenger certifies that he/she does not have any physical or other condition or disability that would create a hazard for him/herself or other passengers. **All participants are required to complete a medical release form.** Passengers prone to claustrophobia are strongly advised to follow their physician's advice. The booking agent or the tour leader reserves the right to disqualify any participant at any time during the program should the person's health impede the operation of the program. There will be no refund given under these circumstances.

It is essential that participants with any dietary restrictions make them known to us well before departure.

**Itinerary Changes and Trip Delay:** Deep Ocean Expeditions reserves the right to change a program's dates, itinerary, leaders, or accommodations as conditions warrant. If a trip must be delayed, or the itinerary changed or extended due to weather conditions, transportation delays, government intervention, or other contingencies over which the company has not control and its agents cannot make provision, the cost of delays or changes is not included and will be charged to the participant at cost. Due to the uniqueness of this program departure dates are subject to change.

**Itinerary Cancellation:** Deep Ocean Expeditions reserves the right to cancel an itinerary before departure for any reason whatsoever, including logistical problems such as strikes, wars, acts of God, or any other circumstances which may make operation of the trip inadvisable. If the itinerary cannot be rescheduled by the company, all trip payments received will be refunded, and this refund will be the limit of the company's liability. We are not responsible for any expenses incurred by participants in preparing for the trip, including non-refundable or penalty-carrying airline tickets, passport or visa fees or other trip-related expenses.

**Participation:** Deep Ocean Expeditions reserves the right to decline acceptance of any individual as a trip participant for any reason whatsoever.

**Passport & Visa Requirements:** Participants are responsible for securing proper documentation and any vaccination certificates required for entry into the appropriate countries.

**Limitations of Liability:** Deep Ocean Expeditions, its owners, agents and employees give notice that they act only as the agent for the owners, contractors and suppliers providing means of transportation and/or all other related travel services and assume no responsibility/howsoever caused for injury, loss or damage to person or property in connection with any service resulting directly from: acts of God, detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, force majeure, failure of any means of conveyance to arrive or depart as scheduled, government restrictions or regulations and discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well-being of the passengers.

**All participants are required to complete and sign a Personal Information/Application Form and a Program Release From Liability Form. On advancement of deposit, the depositor acknowledges that he/she has read and understands the above recited terms and conditions, and agrees to be bound by them.**

# PROGRAM RELEASE OF LIABILITY AGREEMENT

DEEP OCEAN EXPEDITIONS LTD.

**WARNING:** By signing this release, you give up your right to sue

DATE \_\_\_\_\_ 2  
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NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
COUNTRY \_\_\_\_\_

Attention:

**PLEASE READ CAREFULLY.** If you are unsure about any of the language below, you may wish to consult an attorney before you initial and sign the following liability release.

(Initial)

I, \_\_\_\_\_ acknowledge that I have voluntarily applied to participate in this expedition arranged by Deep Ocean Expeditions Ltd (hereafter DOE) a company organised under the law of the British Virgin Islands

I have been advised and informed, and I am aware that this expedition is inherently dangerous, have been informed about what is involved in a deep dive program, and I am voluntarily participating with full knowledge of the danger involved and I hereby assume full responsibility for any and all risks of property damage, injury, or death.

I have consulted with my doctor and have no health conditions or problems that would cause any danger of injury or death from participating in a deep dive program.

I understand that all pertinent maintenance personnel, pilots, masters, owners of the ships or submersibles, and any other commercial or government carriers or providers are totally independent from DOE and its owners, officers, directors, shareholders, principals, agents, representatives, and employees. Therefore, I understand that DOE only arranges the programs and has no responsibility for and

over maintenance, equipment selection, personnel training, safety, weather, acts of God, war, or other acts beyond its control. DOE makes no warranty or representation about these matters, except to acknowledge the inherent danger of this expedition, and all other verbal or written representations are specifically disclaimed.

It is agreed that this Agreement shall be governed by English Law, the courts of which shall have competent jurisdiction.

As lawful consideration for being permitted by DOE to participate in this expedition, I hereby release, waive, and forever discharge DOE and its owners, officers, directors, shareholders, principals, agents, representatives, and employees of all liabilities, actions, claims, demands, costs, losses, or expenses which I or my heirs, distributees, guardians, legal representatives, next of kin, or assignees may have against them for all loss or damage, and any claims or demands therefore, on account of injury to myself or my property, or resulting in my death, whether caused by the negligence of Deep Ocean Expeditions or otherwise, arising out of or in any way connected with my participation in this expedition, including travel to and from this expedition, and including any damage or injuries, or death, which may be suffered by me before, during, or after this expedition.

I fully understand that I am unconditionally releasing DOE from all liability, including claims based on negligence, actions, or inaction of DOE. I hereby assume full responsibility for the risk of bodily injury, death, or property damage due to the negligence of DOE or otherwise while involved in the activity of for any other purpose participating in such event.

I hereby agree to indemnify, save, and hold harmless DOE and each of them from any loss, liability, damage, or costs they may incur due to my presence in the activity and whether caused by the negligence of DOE, or otherwise.

I hereby grant to DOE and its assignees the right to use my name, likeness and biographical material for the purpose of promoting and advertising the expedition and for photographing, televising, broadcasting and filming the same.

I consent to first aid and medical treatment, which may as a result of injury or illness seem reasonably advisable.

I have read carefully and will abide by the conditions set by DOE as described in the brochure and in the attached Terms and Conditions.

I have carefully read this agreement and the attached Terms and Conditions and fully understand the contents. I am aware that this is a release of liability and a contract between myself and DOE, and that I have signed it out of my own free will. I agree that no oral representations, statements, or inducements apart from this written agreement have been made, and this agreement is the entire agreement between Deep Ocean Expeditions, and myself.

Agreed to this  
day:

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NAME (PRINTED)

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SIGNATURE

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DATE