

OCEAN STRIPE PVT LTD

H. Noomage , Violet Magu , Male , Republic of Maldives

Tel: 778 76 70 / 778 76 02

e-mail: gaelle@ocean-stripe.com

BOOKING FORM & CONDITIONS “OCEAN DIVINE LIVEBOARD”

Surname : (as per passport)	
First name : (as per passport)	
Home address :	City :
Country :	
Phone n° :	Mobile n° :
Email :	
Passport n° :	
Date of issue :	Country of issue :
Arrival flight date & Time :	Flight n° :
Departure flight date & Time :	Flight n° :
Date of Birth :	Nationality :
Occupation :	Agent booking :
FOR DIVERS ONLY: How many dives : When was the last one : Certification Level : Do you want to pass a PADI Course on board : Do you need rental equipment :	
How many times in the Maldives :	Any Allergies :
How many times on board Ocean Divine :	

By signature set forth hereunder I acknowledge and confirm that I have read, understood and agree to all the booking conditions as shown below. (parent or legal guardian must sign for all persons under the age of 18).

Please note Travel & Diving insurance is mandatory.

Signature :

Date :

WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT "WAIVER AGREEMENT"

PLEASE READ THIS DOCUMENT CAREFULLY AND BE AWARE : BY ACCEPTING THE CONDITIONS OF THIS AGREEMENT YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

In consideration of permitting me, or persons I represent, to be a guest, passenger, surfer, swimmer, snorkeler, scuba diver, free diver, skin divers, boater, fisherman/woman tourist and/or to occupy accommodations, and/or to participate in any or all sponsored or unsponsored, organized or unorganized adventure trips or activities including, but not limited to, surfing, swimming, snorkeling, scuba diving, skin diving, interaction with any wild life under any circumstances, transportation or any type in any vehicle or on any vessel, in any location, consumption of water, food beverages and storage of property and possessions as conducted and/or provided by : Ocean Stripe Pvt Ltd and/or their travel suppliers, principals, directors, officers, employees, representatives, agents, attorneys, affiliates, subsidiaries, parent entities, related entities, facilities, (hereinafter, the "Releasees"), for myself, my personal representatives, heirs, administrators, executors, successors, assigns and next of kin :

A. I acknowledge and agree :

1. That being a GUEST or PASSENGER on a boat, vessel or land based accommodation facility, a SURFER, SNORKELER, SKIN DIVER and/or a SCUBA DIVER and/or engaging in surfing, swimming, fishing, snorkeling, free diving, skin diving and/or scuba diving activities, dive boat use, equipment use and/or other water sports (the "Activities"), are inherently potentially hazardous, risky and dangerous activities and involve the risk of property damage and/or serious injury and/or death.
2. That the Activities are physically strenuous and I will be exerting myself; I am aware of the dangers of breath-holding while engaging in Scuba Diving or Snorkeling activities and I will NOT hold Releasees responsible for any and all of such injuries as I may receive as a result of holding my breath. Even though I may follow all appropriate and safe practices associated with the Activities, there is still a risk of my sustaining decompression sickness, embolism,

hyperbaric injuries and/or other injuries, and I expressly assume the risk of any or all of said injuries. On this boat tour, I will be at remote locations and there may be no immediate medical and/or hyperbaric care available to me, and I expressly assume the risk of engaging in the Activities in such remote locations.

3. That any and all such injuries received may be compounded or increased by , negligent rescue operations, or procedures of the Releasees, or others, and I agree that this Waiver Agreement extends to all acts of negligence by Releasees including, but not limited to negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws governing the Province or State or Country in which the Activities are conducted.
4. That I understand having given up substantial rights by acknowledging the conditions of this document. I am aware of its legal consequences, and have signed it freely and voluntarily, without any inducement, assurance, or guarantee being made to me. I intend my acknowledging the conditions to be a complete and unconditional release of all liability, to the greatest extent allowed by law and

B I represent and agree :

5. That I am of legal age in the jurisdiction of my residence and am competent to read and accept the conditions of this Waiver Agreement or, if not, that my parent or legal guardian shall complete this form on my behalf, or has given written consent to me signing this document, and that my guardian or parent completely understands and concurs with this Waiver Agreement.
6. If I engage in Snorkeling, or Scuba Diving, that I will inspect my snorkeling and/or scuba diving equipment prior to engaging in the Activities and that I will notify the RELEASEES if any of the equipment is NOT working properly. I will NOT hold RELEASEES responsible for any injuries received as a result of my failure to inspect the equipment and/or to notify Releasees of any equipment that is NOT working properly prior to engaging in the Activities.
7. If I engage in Scuba Diving, that I have, and will furnish, my own equipment and be responsible for its good order and operating condition, regardless of where I obtain it. Prior to each dive, I will check my own equipment and my buddy's equipment to ensure proper function, completeness and familiarity. I do NOT expect my equipment to be inspected by anyone else.
8. If I do obtain any equipment from any of the RELEASEES, I accept the equipment AS IS. RELEASEES accept no responsibility for any defect in any of the equipment and Releasees and do NOT warrant that it is suitable for any particular purpose. I agree that the use of any such equipment is entirely at my own risk. I shall return any equipment so obtained in good order and opening condition as received and shall be financially liable for any breakage or deviations therefrom.
9. Releasees reserve the right, in their sole and absolute discretion, without any liability or damages of any kind, to deviate from the vessels advertised Schedule or itinerary, by providing substantially equivalent substitutions.
10. The Releasees may, if certain situations arise which, in their sole and absolute discretion, make it necessary to cancel, change, advance, substitute or postpone any scheduled departure, airport, port of entry, itinerary or islands, vessels or modes of transportation including, without limitation, weather, health and safety, business or charters, late cancellations, low occupancy, mechanical problems, maintenance issues, provisions or supplies, refueling or requirements of governmental authorities, make such a cancellation, change, advance substitution or postponement. The Releasees do not assume any responsibility or liability for any losses, damages or inconvenience incurred by the Guest or Passengers as a result of any of the foregoing.

11. That, in executing this Waiver Agreement, I am NOT relying upon any oral or written representations or statements made by the Releasees , or others, except as what is set forth in this Waiver Agreement ; and

C. I assure and agree :

12. That I am physically and mentally fit to engage in Activities specified in this document and I will NOT be under the influence of any drug, alcohol, or medications that are contraindicative of engaging in these Activities and if so, will not hold the Releasees or others in any way responsible for any injuries, death, losses or damages incurred.

13. If I am partaking in Scuba Diving, that I am a certified diver and I am cognizant of all of the inherent dangers, hazards and risks associated with the Activities, and of all applicable basic safety rules ; and

D. I understand and agree :

(WAIVER AND RELEASE)

14. Freely and voluntarily, forever, to release, discharge, waive and relinquish, in favour of the RELEASEES, any and all claims, demands or causes of action, whether matured or unmatured, foreseen or unforeseen, arising from, or in connection with, any of the Activities including, without limitation, those for or relating to accident, personal injury, illness, theft, property damage and/or wrongful death occurring to me, arising out of, relating to, or as a result of my engaging in the Activities. Wherever and however such injuries, damages or death may occur and for whatever period of time the Activities may continue, whether caused by negligence of Releasees or otherwise.

15. That, under no circumstances will I, or my estate, sue Releasees, and I agree that, under no circumstances, will I, or my heirs, executors, administrators and assigns prosecute or present any claim for personal injury, illness, theft, property damage or wrongful death against releases, as a result of the RELEASEES negligence or otherwise.

(ASSUMPTION OF RISK)

16. Expressly to assume, without any limitation, full responsibility for any and all risks of bodily injury, condition, ailment, sickness, heart attack, panic attack, hyperventilation, allergic reaction, animal attack or bite, animal, plant or chemical envenomization, wrongful death or property damage, now and forever, arising out of, or related to, or as a result of my participation in the Activities weather and climatic conditions, acts of God, acts of war or terrorism, small boat or vessel related activities (boarding tenders in-water) kayak related activities, raft or life raft related activities, fishing, paddle boarding, free diving, contamination of air, food and/or water, piracy, pirates and/or pirate attacks, coral rock injuries, bites, stings or attacks by any and all marine plant life and/or creatures, whether fish, mammal, crustacean, cetacean or otherwise, meteorological and/or climatic conditions including, but not limited to swells, storms, tempests, typhoons, hurricanes, tornadoes, tsunamis, twisters and/or sub-surface volcanic activity, nitrox and/or nitrox tanks, underwater netting and/or traps, underwater netting and/or traps, underwater cave related activity, alcoholic beverage related injuries, controlled substance-related injuries, any and all other activities related to, arising from or involving the

vessel, or any other related operations, whether foreseen or unforeseen, and whether caused by negligence of the Releasees, or otherwise.

17. I voluntarily accept any and all additional risks, and I am fully prepared to pay any and all expenses related to evacuation and recompression chamber treatment and otherwise, should same be deemed necessary by myself and/or any of the Releasees, and should same be available.

(INDEMNIFICATION)

18. Expressly agree to indemnify, defend, save and hold harmless the Releasees from any loss, damage or cost that they may incur, now and forever, arising out of, or related to, or as a result of, my participation in the Activities and/or any other related operations, whether caused by the negligence of Releasees, or otherwise.
19. That, if any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this Waiver Agreement shall then be construed as though the unenforceable provision had never been contained in this document and shall remain in full force and effect.

(PRESERVATION OF NATURE CLAUSE)

20. To leave all land, surface and sub-surface sites of the Activities undisturbed. I will not willfully damage, collect or remove any live animal, shellfish, fish, coral and/or items pertaining to shipwrecks, including fixtures, from their present marine environment or ecosystem. I shall bear full responsibility and financial liability for any violations of this provision.
21. That this Waiver Agreement shall be governed, interpreted, construed, enforced and determined according to the laws of The Country I am visiting.
22. That despite the foregoing prohibition against suing RELEASEES, if any lawsuits are filed against RELEASEES, such lawsuits shall be adjudicated only in the courts or tribunals of the country I am visiting, to the exclusion of any other courts or tribunals. Any such lawsuits or legal proceedings filed more than on (1) year after the date of the accident, event or occurrence shall be absolutely time-barred. In any such lawsuits, dismissals or judgments in favour of all, or any of, the Releasees, shall entitle the Releasees to recover reasonable attorneys' fees, costs and disbursements from the Plaintiff(s) who brought such lawsuits.

I agree to the conditions specified above :

Signature :

Date :