

Trip Application

Waiver and Release of Liability



909 Gardens Blvd.
Charlottesville, VA 22901
Phone: 434-964-9200
Fax: 434-964-9349
www.connect2diving.com

Full Legal Name: _____ Trip Destination: _____

Address: _____ Departure Date: _____

_____ Trip Leader: _____

Date of Birth: _____ Email Address: _____

Phone (Home) _____ (Daytime) _____ (Cell) _____

Please attach copies of the following documents:

Scuba Certification Card

Diver Insurance & Travel Assist Card

Passport

Emergency Contact: _____ Relationship: _____

Phone (Home) _____ (Daytime) _____ (Cell) _____

Address: _____

Physician Name: _____ Phone #: _____

Address: _____

Diver Information:

Are You a Certified Diver? _____ # of Logged Dives: _____ Date/Location of last Dive: _____

How would you rate yourself? (Beginner/Intermediate/Experienced) _____

Please indicate the number of dives you have made in the following categories:

Night Dives: _____ Ocean Dives: _____ Wreck Dives: _____ Drift Dives: _____ Below 100': _____

Waiver and Release of Liability:

I, _____, certify that the statements made regarding my experience and physical condition are correct. I understand that if I plan to go scuba diving on this trip, my acceptance on this trip is predicated on my assurance that I am physically fit to engage in ocean scuba diving and that I fully understand the risks involved and am prepared to assume such risks. I further agree to hold harmless Dive Connections, Inc. trading as Dive Connections and/or SeaDevil Divers and the trip sponsor, _____, and any officers, directors, employees, subcontractors, or agents of these entities in the event of any diving or other accident or injury that I may incur during the above listed trip. I further understand that the remoteness of the destinations I have chosen to may preclude immediate access to appropriate medical care and/or recompression therapy. I state candidly and without reservations that I am willing to assume complete responsibility for all risks encountered during this trip. My signature or the signature of my parents/legal guardians if I am under the age of maturity attests to my understanding and agreement to the above assumptions of risk, and also to the statement of terms and conditions listed on the back of this page which I have read and initialed.

Signed _____ Date: _____

Parents/Guardians (if applicable): We, the parents of the above indicated minor, hereby agree and affirm as guardians on behalf of the aforementioned minor that the release shall be binding in all of it's terms.

We further agree that either one of us or our guardian designee listed below shall have our joint and individual permission to travel with the aforementioned minor with respects to this trip even where that travel is beyond to borders of the United States.

Printed Name: _____ Signature: _____ Date: _____

Printed Name: _____ Signature: _____ Date: _____

Guardian Designee: _____ Date of Birth: _____

(Continued on Reverse Side)

Trip Application Addendum

General Information & Policy Statement

Reservation Policy: A completed application and a minimum deposit of \$ _____ is necessary at time of booking to guarantee your spot on the trip. Full payment must be paid at least _____ days prior to departure or your reservation may be canceled. Bookings made within 30 days of departure may be assessed additional fees for administrative costs and rates are not guaranteed.

Read & Accepted by Initials: _____

Trip Modifications: Dive Connections, Inc., SeaDevil Divers and the trip sponsors reserve the right to modify the trip program and/or change the price for any reason. In the event of a price change, the applicant shall have the right to cancel with full refund.

Read & Accepted by Initials: _____

Responsibility: Dive Connections, Inc., SeaDevil Divers, the trip sponsor, their directors, employees and agents, and the trip leader (collectively referred to as "the parties hereto") are independent of and have no business association, partnership, joint venture ownership, or otherwise with any airline, resort, hotel, carrier, boat operator, or other person or firm providing any service or facility in connections with this travel program. It is expressly understood as agreed that the parties hereto assume no responsibility or liability for service, transportation, or equipment made available by any airline, resort, hotel, carrier, boat operator, or other person or entity, either as to its availability or as to its safety, quality, or condition, nor for the acts of any employee or agent of such establishment, firm or entity. It is also understood and agreed that the parties hereto do not do not, by acceptance of this applicant assume any responsibility or liability for the safety of any participating individual, particularly when such individual is engaged in underwater activities, whether alone or in groups, under the supervision of the trip leader, or otherwise. Further the parties hereto cannot verify the ability or suitability to scuba dive of any trip participant, and therefore cannot guarantee that the trip participant will be allowed to dive by the dive operator.

Read & Accepted by Initials: _____

It is expressly understood that the trip leader is acting only in the capacity of trip facilitator or escort. Although the trip leader may or may not be a certified scuba instructor or divemaster, and will give freely of his or her diving knowledge and experience, the trip leader is not acting as an instructor or divemaster unless specifically noted by a separate agreement

Read & Accepted by Initials: _____

Release: The applicant and where applicable, the undersigned parents or guardians of the applicant hereby release and absolve the parties hereto from any and all liabilities for property loss of damage, and/or from any and all damages resulting from death or personal injuries including loss of services arising out of, or in conjunction with applicant's chosen travel program, whether resulting from negligence of anyone in charge of, or participating in said travel program or from ownership, maintenance, use, operation or control of any automobile, ship, airplane, bicycle, boat vehicle, inn, hotel, common carrier, or otherwise.

Read & Accepted by Initials: _____

Substitution/Cancellation: It is understood and agreed that the remoteness of the area, new local government regulation, customs, prevailing weather conditions, or any other factors may cause substitution of facilities and/or equipment, minor inconvenience or modification of the travel itinerary. The parties hereto reserve the right to modify or cancel diving arrangements due to unfavorable weather conditions or for any other reason that may affect the safety of the group, and to substitute facilities or equipment if necessary. No refunds can be made for arrangements canceled due to adverse weather, mechanical failure, or for substitution of facilities and/or equipment of for minor inconvenience. Unused portions of trips are non-refundable. Participants denied scuba privileges for any reason whatsoever by the trip leader, boat captain, divemaster or dive operator, including improper documentation of certification, will receive no refund unless agreed to by the dive operator.

Read & Accepted by Initials: _____

Cancellation Policy: When a trip is reserved by the applicant, it is removed from the trip inventory and no attempt is made to sell that space. Many destinations require certain group size to guarantee certain services and/or rates. For this reason all trip deposits are non-refundable. Once final payment is made, it too is non-refundable. We strongly recommend that trip participants obtain trip cancellation/interruption insurance in the event of a forced or unforeseen trip cancellation.

Read & Accepted by Initials: _____



BLACKBEARD CHARTERS TRIP APPLICATION

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sales@blackbeard-cruises.com • www.blackbeard-cruises.com

This form must be in our office prior to departure.

_____ Male Female
First Name _____ Last Name _____ MI _____ Nickname or Preferred Name _____
Address _____ D.O.B. (mm/dd/yy) _____
City _____ ST _____ Zip _____ Country _____
(_____) (_____) _____
Phone # Day _____ Phone # Evenings _____ E-mail address _____
Would you like to receive our quarterly newsletter advising you of specials and exciting news? YES NO

What travel documents are needed? Effective January 1, 2007, all travelers to the Bahamas will need a passport. For travel through December 31, 2006, American and Canadian citizens are required to bring proof of citizenship to enter the Bahamas. This can either be a passport or certified birth certificate with photo ID. A passport is required for citizens of all other countries. Check with the Bahamas Embassy for visa requirements if citizenship is not US. <http://www.bahamas.com/bahamas/about/entryrequirements.aspx?sectionid=59196>

Trip Date: _____
How do you plan to travel to the Bahamas? Plane Cruise / Ferry
Info _____ / _____
Arrival Carrier _____ Flight # _____ Arrival Date/Time in Freeport _____

Special Requests _____
Is this your 1st Blackbeard's Cruise? Yes No
If not, when was your last Blackbeard's Cruise? _____ If not, how many previous Blackbeard's Cruises? _____

We highly recommend the purchase of travel insurance. This will protect you in case you have to cancel your trip due to unforeseen circumstances. You may obtain information about travel insurance from our office or our website. Have you or do you plan to purchase travel insurance? Yes No www.travelex-insurance.com/Consumer/Welcome.htm?location=09-0615

Diving Information

Are you a certified diver? Yes No # of Dives? _____ Salt Water _____ Fresh Water _____

_____ I rate my skill as a scuba diver: Beginner Intermediate Advanced
Certifying Agency _____ Level _____ Certification # _____

Rental Requests

We provide tanks and weights.

Regulator Computer Dive Light BC Wetsuit: Full Shorty If renting a BC or Wet Suit: ht: ___ wt: ___

Medical Information

_____ (_____) (_____) _____
Contact in case of emergency _____ Day Phone # _____ Evening Phone # _____

Required medication _____ Medication which may not be given _____

Medical Alert Information _____ Diver's Insurance Company & policy # _____

In case of a medical emergency, I authorize the crew of the vessel to administer first aid or get proper medical attention if necessary. I understand that the nearest recompression chamber is hours away and may require air evacuation. The time involved with boat and air transport poses additional risk to my personal safety. I accept this risk and am fully prepared to pay all expenses related to evacuation and treatment should it be deemed necessary by the vessel or myself.

Signature

Date

A Guide to Gratuities: The Live-Aboard dive business is a service industry, and although the general public is seldom aware of it, gratuities are a major part of a crewmember's salary. We have found few other recreational activities where the general public relies so heavily on the professionals in charge for their enjoyment and safety. However, we strongly feel that gratuities should be voluntary based on the quality of service the crew provided. If excellent service is provided, it is customary for satisfied customers to tip 15% of the trip value. If you are not satisfied with the services you receive, (keep in mind that it's not their fault if weather affects your trip), you should inform the captain of your feelings and tip accordingly.

COMPLETE LIABILITY RELEASE

1. **I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT BLACKBEARD CHARTERS AND RELEASE ITS AGENTS AND ITS BOATS (WHETHER OWNED, LEASED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE.**
2. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently consumed any drugs or medications that would contraindicate diving and/or snorkeling.
3. I fully understand and am aware that the boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.
4. I understand that there are inherent risks associated with entering and exiting the water from a dive vessel. I specifically assume these risks. I understand that there are dangers associated with my use of the dive ladder and I specifically assume these risks.
5. I understand that a vessel is not a stationary surface and that it is subject to motion, tides, waves, sea conditions, wind and other forces. I expressly agree to use extra care when coming aboard or departing the vessel, whether to exit or enter the water or land, and, I specifically assume all risks in connection with entering, exiting and being aboard the vessel.
6. I will face all ladders or stairs aboard the vessel while ascending or descending them.
7. I will be present at and attentive to all briefings given by the divemaster and boat captain and if there is anything that I do not understand or have been taught differently, I will notify the boat captain immediately.
8. I certify, if I engage in scuba diving activities, that I am a certified diver or a student diver under the supervision of a scuba instructor and have been taught and understand scuba diving has inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of the sea, acts of fellow divers and **I SPECIFICALLY ASSUME SUCH RISKS.**
9. If I have not been diving with the past year or I am not under the direct supervision of an instructor, I will request a refresher course from the dive master.
10. I acknowledge that I am physically fit to scuba dive and snorkel and I will not hold any of the above named persons or entities responsible if I am injured as a result of heart problems, lung problems, or other illnesses or medical problems which occur while diving and/or snorkeling.
11. Prior to each dive, I will inspect all equipment to be used. I will not hold Blackbeard Charters or any of its employees, agents, or boats responsible for my failure to inspect my equipment prior to diving.
12. I understand I have a duty to plan and carry out my own dive and to be responsible for my own safety and the safety of my buddy. **I WILL REMAIN WITH MY BUDDY AT ALL TIMES.**
13. I will start my ascent at the end of each dive with enough air to ensure being on the boat with a minimum of 500 PSI remaining in my tank.
14. I will immediately stop my dive if:
A) I feel uncomfortable with my diving abilities; and/or
B) Diving conditions are worse than those for which I have been trained or for which I have experience.
15. I am aware of the dangers of holding my breath while diving and of the dangers associated with rapid ascents and will not hold the above named persons or entities responsible for such acts.
16. While skin diving I will not remove my buoyancy control device (B.C.) at any time while in the water. **I ACKNOWLEDGE THAT DOING SO WILL CONSTITUTE A VIOLATION OF SAFETY RULES AND PROCEDURES FOR WHICH I EXPRESSLY ASSUME THE RISK.**
17. If I become distressed on the surface, I will **IMMEDIATELY** drop my weight belt and inflate by B.C. for permanent floatation assistance and if I want or need assistance from the boat, I will give the proper "diver in trouble" signal.
18. **IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE BLACKBEARD CHARTERS, ITS EMPLOYEES, ITS AGENTS, AND ITS BOATS (WHETHER OWNED, LEASED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SNORKELING, SCUBA DIVING AND BOATING ACTIVITIES AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED THERETO. THIS RELEASE IS INTENDED TO FULLY RELEASE THE RELEASED INDIVIDUALS FOR ANYTHING WHICH MAY TRANSPIRE AT ANY TIME DURING MY TRIP, FROM INCEPTION OF THE TRIP UNTIL IT IS OVER AND I HAVE DISEMBARKED FOR THE LAST TIME.**
19. **I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS HEREIN ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES.**

FULL NAME _____ SIGNATURE _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN (If under 18) _____ DATE _____