

TRAVEL SERVICES AGREEMENT TERMS & CONDITIONS

-DEPOSITS: All booking requests must be made through Caribbean Dive Tours' representatives. No reservations are confirmed until proper payment is received according to the Terms and Conditions. Caribbean Dive Tours requires a minimum of \$200.00 per person to secure a reservation; however, some packages require additional deposits, which will be quoted at the time of booking. Any deposit payment constitutes a complete acceptance of the Terms & Conditions specified herein. Additionally, any required deposits must be received within 7 seven calendar days after the reservation is made. All deposits are NON-REFUNDABLE. Caribbean Dive Tours. You shall have no obligation to confirm any reservation until the deposit is received. Any changes or deviations to the land/dive package after the deposit is made will be subject to a \$35.00 service charge for each change made.

-SERVICE FEES: A flat fee of \$50.00 per ticket for domestic flights and \$75.00 per ticket for international flights will be charged at time of booking. Any changes after purchasing air tickets are subject to the applicable airline rules and policies.

-PAYMENT TERMS: All payments and deposits must be payable in U.S. currency, and checks must be drawn on U.S. banks and made payable to Caribbean Dive Tours. Solely. The balance of any payment must be made to Caribbean Dive Tours. no later than sixty (60) calendar days before the arrival at the designated destination. If payment and/or deposit are made with a credit card/or Debit Card, I fully authorize these charges for the deposit and/or any payments made. Any monies paid within (30) days of the travel departure date for late bookings must be certified, a cashier's check, or a bank wire draft transferred directly to Caribbean Dive Tours' bank.

-CANCELLATION POLICY: All deposits are NON-REFUNDABLE. No refunds are given within 60 days for any reason. Additionally, groups who cancel 50% of held space 60 days or less before departure will be liable for a (3) night cancellation penalty per room. Any unused portions of the hotel and/or package plans are non-transferable and non-refundable. Airfares used in conjunction with standard rate and package plans and special tour or bulk airfares are subject to some restrictions that may apply. The purchase of trip cancellation and interruption protection, along with accident and baggage insurance, is strongly recommended by Caribbean Dive Tours.

-REFUND POLICY: Subject to the refund policy of the said resort and chosen dive operator. Caribbean Dive Tours. Has no control over said written refund policies.

-PROOF OF CITIZENSHIP / VISA: Citizenship and VISA requirements vary according to destination. All participants are responsible for determining and obtaining proper documentation. **To avoid being denied entry and returned, all passports must be valid for at least 6 months after your travel return date.** Caribbean Dive Tours is in no way responsible for obtaining and providing this documentation, and therefore, no refunds will be granted for denied entry caused by failure to carry proof of citizenship or the appropriate VISA and/or Passport.

-ACKNOWLEDGEMENTS: In consideration of services provided and other good and valuable consideration, the undersigned, hereby acknowledges and affirms that Caribbean Dive Tours., its agents, servants and employees, hereinafter "CDT" are acting solely in its capacity as an agent in arranging and securing certain transportation, hotel, travel packages and other associated travel services for the undersigned. The undersigned further acknowledges and affirms that he/she understands it is his/her sole responsibility to obtain any required travel documents (passport/visas) and/or immunizations to ensure proper and safe transit and travel to specific destinations. Purchaser/customer further acknowledges and affirms that due to the present state of global and political unrest and terrorism, CDT does not, and cannot, attest to, warrant or guarantee the safety of the undersigned during travel or transit to any destination or country, especially those which have, or are presently the subject of a United States Department of State's Travel Warning. The undersigned further acknowledges that personal and property safety while in transit and during travel is his/her sole responsibility and not that of CDT, and that CDT is not liable to undersigned, or the undersigned's heirs and/or beneficiaries, for any entity's failure to perform or provide service; theft, loss or damage to the undersigned's property; or, inconvenience, emotional or physical distress, illness, injury or death for any, weather condition, pilferage, mechanical failure, cancellation, delay, rerouting, strike, coup, political unrest, terrorism, conflict, war or acts of GOD. The undersigned acknowledges and understands that if it becomes necessary to alter arrangements or itineraries, CDT may do so at no expense to CDT. All increases or changes are to be borne by the purchaser/customer. CDT reserves the right to withdraw or cancel any travel or travel packages and decline, accept, or retain business from any purchaser/customer.

-ASSUMPTION OF RISKS: The undersigned hereby acknowledges that if he/she engages in group tours, canoeing, kayaking, biking, snorkeling, scuba diving, sky diving, bungee jumping and like activities or borrows, rents, or purchases equipment for such activities, including but not limited to automobiles, bikes and motorcycles, canoes, kayaks, parachutes, bungee ropes and snorkeling/scuba gear do so at their own risk and acknowledge by signing below that they possess the requisite physical and mental health, and training/license/certification to engage in such activity.

-WAIVER AND RELEASE OF LIABILITY: In the absence of gross negligence, in consideration of services rendered and other valuable consideration, The undersigned, his/her heirs, beneficiaries, executors, administrators, employers, agents, representatives, insurers and attorneys, to the fullest extent allowed by law do hereby release and discharge CDT, its owners, officers, shareholders, employees, and agents from any and all claims and causes of action for personal property damage or loss, personal medical or hospital costs (including air,

land or sea evacuation), personal illness or bodily injury, including pain and suffering, emotional distress, or death, personal economic impairment, and other consequential losses that may arise during and/or as a result of the undersigned of any travel, transit or participation in of any activity associated with such travel or transit.


-SEVERABILITY: It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Release of Liability are declared severable.

-CONSTRUCTION AND APPLICABLE LAW: The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This document shall be interpreted pursuant to the laws of Louisiana, and disputes or disagreements shall be litigated solely in a Louisiana Court of Law.

The undersigned acknowledges that he/she has read this Waiver, Release of Liability, and Acknowledgment of Responsibility and Assumption of Risk and that he/she understands its meaning and effect.

TOUR PURCHASED: _____ **TRAVEL DATE:** _____ **INV:** _____

PRINT FULL NAME(S): _____

 **SIGNATURE:** _____ **DATE:** _____

TRAVEL DOCUMENTS WILL NOT BE SENT OUT UNTIL THIS DOCUMENT HAS BEEN SIGNED BY ALL TRAVELERS AND RETURNED TO US AT THE BELOW ADDRESS:

CARIBBEAN DIVE TOURS
PO BOX 2524
MORGAN CITY LA 70381 USA
1-800-786-3483 * 1-770-578-8028 * 770-565-0129 (FAX)
SALES@CDTUSA.COM WWW.CDTUSA.COM