



Oceanblue Divers
P.O. Box 1153
New York, NY 10009
(347) 497-DIVE
www.oceanbluedivers.com

PLEASE SIGN AND RETURN

TRAVEL SERVICES AGREEMENT TERMS & CONDITIONS

-DEPOSITS: All requests for bookings must be made through Oceanblue Divers' representatives. No reservations are confirmed until proper payment is received according to the Terms and Conditions herein. Oceanblue Divers 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 payment of a deposit constitutes a full acceptance of the Terms & Conditions specified herein. Additionally, any required deposits must be received within (7) seven calendar days after reservation is made. **All deposits are NON-REFUNDABLE.** Oceanblue Divers shall have no obligation and provide no confirmation of any reservation until the deposit is actually received. Any changes after air tickets have been purchased are subject to 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 made payable to Oceanblue Divers or its designated travel agent, as directed by the official representative of Oceanblue Divers. The balance of any payment must be made to Oceanblue Divers or its designated travel agent no later than (60) sixty calendar days prior to the arrival at the designated destination. If payment and/or deposit are made with a credit card and/or debit card the undersigned fully authorizes 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 or cashier's check or bank wire draft transferred directly to Oceanblue Divers's bank or that of the designated travel agent.

-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 prior to departure will be held liable for (3) night's cancellation penalty per room. Any unused portions of 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 Oceanblue Divers.

-REFUND POLICY: Subject to refund policy of the said resort and chosen dive operator. Oceanblue Divers 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 determine and obtaining proper documentation. **To avoid denied entry and return all passports must be valid for at least six months after your travel return date.** Oceanblue Divers in no way is 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 Oceanblue Divers, its agents, servants and employees, 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 that it is his/her sole responsibility to obtain any required travel documents (passport/visas) and/or immunizations to insure proper and safe transit and travel to certain destinations. Purchaser/customer further acknowledges and affirms that due to the present state of global and political unrest and terrorism, Oceanblue Divers does not, and can not, 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 Oceanblue Divers, and that Oceanblue Divers 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



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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 other natural disasters. The undersigned acknowledges and understands that in the event it becomes necessary to alter arrangements or itineraries, Oceanblue Divers may do so at no expense to Oceanblue Divers and all increases or changes to be borne by the purchaser/customer. Oceanblue Divers reserves the right to withdraw or cancel any travel, or travel packages at any time and to 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, they 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.

THIRD PARTY VENDORS: The undersigned also accepts full responsibility for, indemnifies and holds blameless Oceanblue Divers for any harm resulting from activities purchased from third party vendors.

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 Oceanblue Divers, 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's 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 The State of New York and that all disputes or disagreements shall be litigated solely in an New York State 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.

Trip Purchased: _____ **TRAVEL DATE:** _____

Full Name (print): _____

Signature: _____ **DATE:** _____

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

Oceanblue Divers P.O. Box 1153, New York, NY 10009, or by FAX at (212) 254-0803