



# Manthiri Maldives, Liveaboard Diving

## Sea N See Pvt Ltd

Local Email: manthirimaldives@dhivehinet.net.mv USA Email: manthirisales@massdiving.com

Application

Trip Number \_\_\_\_\_ (see Manthiri website)

Board/Depart Boat Dates		Gender	M / F
Full Passport Name		Date of Birth	
Home Address		Passport Number	
City, State, Zip		Passport Expiration Date	
Home Phone		Country of Citizenship	
Cell Phone		Trip Insurance Provider	
Email Address		Trip Insurance Number	

### Emergency Contact Information

Name		Relationship	
Address		Home Phone	
Email		Cell Phone	

### Dive Information

Agency		DAN Member Number	
Level		Dan Insurance Type	
Card Number		# Logged Dives	
Date Last Dive		# Times in the Maldives	
Experience	Non-Diver Beginner Intermediate Advanced Expert		
Diving Nitrox	Yes No	Agency	Nitrox Card Number

### Flight/Hotel Information

Information	Date	Time	Airline	Flight Number
Arrival				
Departure				
Overnight Hotel	Nights at Hotel:			
After Trip Hotel	If overnight after trip list hotel and nights at hotel			

### Medical History

Do you have any medical history, condition, or physical impairment that we should be aware of or are you currently taking prescription drugs or other medications that could affect your diving ability or being on the boat? Yes No  
See PADI Medical Form.

### Special Dietary

Requests: \_\_\_\_\_

### Booking Terms and Cancellation Guidelines

This application must be fully completed by each passenger, the Liability Release initialed and signed, and both returned to Manthiri Liveaboard USA or Manthiri home office 30 days prior to departure date. Cancellations must be received in writing, and are subject to the following fees: All deposits are non-refundable unless booking dates are sold. Refund will be less any wire transfer fees and expenses. A minimum of \$1,000 cancellation fee will be applied to any cancellations. All cancellations must be made in writing by email. Please Initial \_\_\_\_\_

# Assumption of Risk, Liability Release and Indemnity

**This document must be initialed where indicated and signed below without modification.**

For and in consideration of Sea N Sea Pvt Ltd, Manthiri Maldives, and Manthiri Liveaboard (USA booking agent) (collectively known as Manthiri) permitting me to board, reside on, and participate in scuba diving and other activities connected with vessels owned and/or operated by them (the "activities"), I hereby voluntarily and knowingly represent and agree for myself and my heirs, executors, administrators and assigns as follows:

## **DIVERS: PLEASE READ AND INITIAL ALL SECTIONS BELOW**

\_\_\_\_ 1. I am a certified scuba diver trained in safe diving practices and understand and agree that the purpose of my diving is strictly recreational. I am aware (1) that scuba diving is a physically strenuous activity and I will be exerting myself during this dive excursion, (2) of the risks inherent in the activity and instruction of skin and scuba diving, and (3) that it is not the function of Manthiri or its agents or employees to act as the guardians of my safety, and I expressly assume these risks.

\_\_\_\_ 2. I understand that diving with compressed air involves certain risks, and that injuries can occur that require treatment in a recompression chamber. I further understand that an open water diving trip may be conducted at sites that are remote, by time and/or distance from a recompression chamber and/or medical facility, and nonetheless agree to accept and assume such risks when I proceed with such dives.

\_\_\_\_ 3. I understand that even if I follow all the appropriate dive practices, there is still some risk of my sustaining heart attack, decompression sickness, embolism or other diving-related injuries, and I expressly assume the risk of such injuries or illnesses. I further understand that diving in ocean waters involves additional risks due to the environment, animal or sea life, currents and mechanical or equipment failure or misuse and that injury or death may occur from such risks, and I expressly assume such risk.

\_\_\_\_ 4. I understand that the Manthiri complies with the recommendations of the Recreational Scuba Diver Training Council (RSTC) regarding physical and mental fitness for diving. I affirm that I have reviewed the RSTC medical statement and guidelines, standards and recommendations contained therein ([http://massdiving.com/documents/medical\\_statement.pdf](http://massdiving.com/documents/medical_statement.pdf)) and that either (1) I have no medical history or condition and am taking no medication contraindicated for diving, or (2) I will be in possession of a doctor's statement less than one year old affirming my fitness to dive despite one or more contraindicated medical conditions or medications that I am taking. **I understand that, if I have a contraindicated medical history or condition or take contraindicated medication, and cannot provide a current doctor's recommendation of my fitness to dive, I will be unable to participate in diving activities from the Manthiri vessels, and that no refund or other consideration will be given.**

## **DIVERS AND NON-DIVERS: PLEASE READ AND INITIAL ALL SECTIONS BELOW**

\_\_\_\_ 5. I acknowledge that I have been fully and completely advised of the potential hazards and dangers incidental to boat-based residence and in-water activities, including remoteness by time and/or distance from any medical facilities, and I expressly assume such risk.

\_\_\_\_ 6. I shall observe strictly and comply with such additional reasonable terms and regulations as Manthiri or its employees may from time to time deem desirable or needful to prescribe before or during any activities I undertake on board or based from the Manthiri vessels, for insurance, safety, or other reasons.

\_\_\_\_ 7. It is my intention, by signing this document, to exempt and release the Manthiri and their agents, servants and employees from any and all liability for personal injury, property damage, wrongful death and loss of services caused by the negligence of the Manthiri or its servants, employees or agents either aboard the vessel, in the water, or during onshore excursions or tours. In the event I shall prosecute any such claim against the Manthiri or its servants, employees or agents, I shall (1) indemnify and hold them harmless from any and all loss or liability, including costs and attorneys' fees, and (2) agree to interpret this agreement according to the laws of the Maldives.

\_\_\_\_ **8. Cancellation and Refund Policy** – I understand that if I cancel my trip due to injury, family emergency, or other conflict, I will be subject to the cancellation or change fees described on the application form and provided elsewhere by the Manthiri, and I agree to these pay fees. I understand that the Manthiri has the option of (1) substituting facilities or equipment of equal or greater value in place of the booked trip, or (2) refunding or rescheduling the boat passage portion of my trip only in the event of a forced last minute cancellation by the Manthiri due to mechanical failure or other circumstances within Manthiri's control. I understand that the Manthiri may offer some consideration towards a future trip only if more than one full diving day on a given trip is lost due to circumstances within Manthiri's control. I understand that the Manthiri is in no case responsible for airfare cancellation penalties or change fees, additional travel costs incurred in the event of a forced itinerary change to comply with government regulation or weather concerns, minor delays or inconvenience, missed connections, lost baggage recovery, or expenses incurred due to travel delays, whether or not such travel is booked by or through the Manthiri. **I understand that the Manthiri is not responsible if any factor not within the Manthiri's control forces cancellation of the trip, including but not limited to political unrest, changes in government regulation, air carrier strike, or adverse weather. I agree to obtain trip cancellation insurance coverage if I wish my trip costs or other fees to be reimbursed in the event of any of the circumstances described above.**

\_\_\_\_ **9. Photographic Release** – I hereby give the Manthiri permission with respect to the photographs and/or videos that have been taken of me, or in which I may be included with others, to (1) copyright the same in the Manthiri's name or any other name that the Manthiri may choose, and (2) to use and/or publish the same in whole or in part for any purpose whatsoever, including illustration, advertising and promotion, and advertising trade.

**If any provision of this document is found to be unenforceable or invalid, the provision shall be severed from the Assumption of Risk and the remainder of this document shall be construed as though the unenforceable provision had never been contained in this document and shall remain in full force and effect.**

**I ACKNOWLEDGE THAT I HAVE READ AND INITIALED THE FOREGOING PARAGRAPHS, AND THAT I FULLY UNDERSTAND THE LEGAL RIGHTS THAT I AM GIVING UP BY SIGNING THIS DOCUMENT.**

Name: (Please Print) \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(For Minor) Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_