

# International Travel Terms and Conditions

E-mail: gary@woodlandsdivecenter.com

Web: www.woodlandsdivecenter.com



## Woodlands Dive Center

25701 I-45 North  
The Woodlands, TX 77380  
Tel: 281-367-6664

Email completed form to: gary@woodlandsdivecenter.com

Name and address below should match that of the paying traveler.

<b>Payment Type:</b> Visa    Master Card    American Express    Discover    Cash    Check	
Check/ Card No:	<b>Name:</b> (Printed)
Exp Date:	Street:
Vcode: (3 Dig Code on Back of CC)	City:
<b>Email:</b>	State:                      Zip:
	Cell:                      Home:
I hereby authorize Woodlands Dive Center to charge my account in the amount of \$	
Signature: _____	
Initial here if you <b>DO NOT WANT</b> Woodlands Dive Center to use this same payment method for the subsequent payments according to the payment schedule. _____	

Destination: \_\_\_\_\_ Room Type: DBL SGL TPL QUAD    Include  
Dates: \_\_\_\_\_ Room Preference: \_\_\_\_\_    Airfare: Yes No

Enter EXACT Passport Name and Date of Birth for all members in your party. Circle if they are a Diver or Non-Diver.

Passport #	PP Expire	Date of Birth:	Diver Non-Diver
Passport #	PP Expire	Date of Birth:	Diver Non-Diver
Passport #	PP Expire	Date of Birth:	Diver Non-Diver
Passport #	PP Expire	Date of Birth:	Diver Non-Diver

## Booking Terms and Conditions (page 1)

**Deposits:** To secure your reservation, you are required to sign and return this Woodlands Dive Center Travel Terms and Conditions contract and pay the appropriate per person deposit for the requested trip. **All trip deposits are non-refundable.** Interim payments may be required. You will be advised of the actual schedule and amount of these interim payments at a later date, if required. If your deposit or interim payments are not submitted by the required deadline, or your balance is not paid by the published due date, your deposit will be forfeited and additional vendor cancellation charges may apply. Payment of a required deposit constitutes your acceptance of all **Booking Terms and Conditions** outlined in this document.

**Airfare & Baggage:** Baggage Fees charged by airlines are not included in the trip package price and must be paid by the traveler. All airfares are subject to change until paid for and ticketed. Airfares used in group travel have unique restrictions that are different from individually booked travel. All airfares in group travel are based on "Coach Class" tickets. Travelers who wish to upgrade to First Class airfare may request to do so as long as this change doesn't negatively impact the conditions of our group travel contract. Upgraded First Class airfare in group travel will be at an additional cost, and may or may not be at the lowest First Class airfare available. Deviations or changes in air itinerary may result in additional charges which must be paid by the traveler.

**Airport Departure Taxes:** Most countries have airport departure taxes which may or may not be included in trip package price. These taxes must be paid by traveler if not included in trip package price.

**Cancellation Policy, Fees and Restrictions:** Initial Here Subject to policy of the individual suppliers. There are no refunds or credits for unused services/portions of packages due to customer choice, change of trip leader, weather, or circumstances beyond the control of the supplier. Cancellation fees will vary depending on the individual policies of each property/airline/dive operator or other supplier penalties. In most cases, the airfare portion of group tours is 100% non-refundable for any changes or cancellations made after tickets have been issued. Some airlines tickets are non-transferable and some have minimum and maximum stays. **All cancellation or refund requests must be made in writing to: Woodlands Dive Center, 25701 I-45 North, The Woodlands, TX 77380.** If you wish to alter your travel arrangements, Woodlands Dive Center will make every effort to accommodate your request, however, change fees may apply. Deposits and full payment on individual trips will be subject to the terms and conditions of the vendor providing the travel. Due to minimum group size requirements, no frequent flyer mileage redemption is permitted on group travel. Any refund will have a 3% service charge applied.

## Booking Terms and Conditions (page 2)

**Changes made by Woodlands Dive Center:** Woodlands Dive Center reserves the right to make changes or correct errors at any time both before and after Travel confirmation including changing a trip leader. If local conditions require hotel or service substitution, Woodlands Dive Center will provide a replacement of comparable or better value. Flight times and carriers are subject to change for operational reasons; check your flight documents carefully for details. Taxes and surcharges are subject to change until ticketed. You will be informed of changes as quickly as possible before your departure.

**Cancellation By Woodlands Dive Center:** Woodlands Dive Center reserves the right in any circumstance to cancel your travel arrangements. For example; if the minimum number of clients a vendor requires for a particular arrangement is not reached, group travel may no longer be available. In such cases, the entire trip may be cancelled or redefined as individual travel whereby the group leader is no longer offered. If Woodlands Dive Center is unable to provide the booked travel arrangements, you will receive a full refund or alternative arrangements of a comparable value.

**Proof of Citizenship/Visa Requirements:** Travelers are responsible for determining and obtaining proper documentation. Beginning January 23, 2007, a valid US passport is required for all air/sea travel to any international destination, including Canada, Mexico, and the Caribbean. All passports should have at least 6 months remaining validity after the projected end date of your trip. All travelers are advised to check entry requirements well in advance with the consular officials of the countries to be visited. No refunds will be made for denied entry caused by failure to carry proper proof of citizenship or the appropriate visa. **Minor children CAN NOT leave or enter the country without BOTH parents' notarized consents — NO EXCEPTIONS!!!!** If the minor is traveling with one parent, a permission letter **must** be obtained from the absent parent. If the minor is traveling with someone other than a parent, the permission letter **must** be obtained from **BOTH** parents. For current information, U.S. citizens should visit the following website: **[www.travel.state.gov](http://www.travel.state.gov)**

**Travel Insurance:** For your protection, **travel insurance is highly recommended**. This insurance covers the possibility of trip cancellation, accident, injury, illness, baggage or personal belongings loss, damage or theft. Travel insurance is especially recommended since unforeseen circumstances could force you to change your plans. See the Divers Alert Network website: **[www.DAN.org](http://www.DAN.org)** for details on how to purchase Travel Insurance online. (Woodlands Dive Center recommends each traveler obtain Travel Insurance at the same time of deposit payment.)

**Group Leaders/Single Travelers:**

Initial Here
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 Woodlands Dive Center reserves the right to substitute a group leader. Substitution of a group leader does not constitute a trip cancellation. Woodlands Dive Center will work with single travelers in need of a roommate. Woodlands Dive Center can not guarantee a roommate. In the event that a roommate cannot be found, a single supplement may apply.

**Dive Packages and Scuba Diving:** Dive package participants must have proper certification issued by a nationally recognized scuba certification agency. Participants denied scuba diving privileges for any reason whatsoever by the dive operator, including improper documentation of certification, will receive no refund unless agreed upon by dive operator. Participant(s) should be cognizant of the basic risks and hazards that are inherent with the sport of scuba diving and assume all risks of injuries or damages incidental to the sport, and shall, therefore, absolve, release and waive any and all liability, demands or claims against Woodlands Dive Center which may arise out of or be related to any death, injury, damage or pecuniary loss by reason of such activity of, or participation in, said sport.

**Responsibility:** Woodlands Dive Center acts only as your agent in arranging hotels, transportation and other services. Woodlands Dive Center is not liable for injury, death, loss, damage, accident, delay, inconvenience, or additional expense; or for mental or physical distress resulting from the failure of any person or company or render any service; or for expenses incurred as the direct or indirect result of illness, war, terrorism, strike, mechanical failure, pilferage, weather or acts of God. If it becomes necessary or advisable to alter arrangements due to local conditions, we may do so without penalty. Woodlands Dive Center reserves the right to decline to accept or retain you as a client. If you elect to use items such as scuba equipment, bicycles and canoes, you do so at your own risk. Air carriers are held solely responsible for air transportation and may not be held responsible for any act, omission, or event during the time you are not on board their planes or conveyances. Upon issuance, airline documentation constitutes a contract between the airline and you, and sets out the carrier's sole responsibilities.

I have read and understand all Terms and Conditions of this Contract and agree to its terms. I also understand that without my signature, travel documents will not be sent to me.

Signature X: \_\_\_\_\_ Date: \_\_\_\_\_

Travel Cancellation Insurance and Diver Accident  
Insurance can be purchased online at:

**[www.diversalertnetwork.org/insurance/](http://www.diversalertnetwork.org/insurance/)**

## Diver Liability Release

*Complete one form for each diver. Use a different form for non-divers.*

1) **Name** \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ DOB \_\_\_\_\_  
(Legally correct First and Last Name is Required)

2) Address: \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
City, St, Zip \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email \_\_\_\_\_ UNITED Air Number \_\_\_\_\_ KNOWN # \_\_\_\_\_

3) Are you a certified diver? \_\_\_\_\_ If No, are you in the process of completing a scuba course? \_\_\_\_\_  
\*\*\*\*Please initial here to confirm that you are aware of the need to be certified before diving and that without evidence of certification, you will not be allowed to dive. \_\_\_\_\_ Parent's Initials \_\_\_\_\_

4) Certification Agency, Certification Level & Certification Number \_\_\_\_\_

5) Number of Logged Dives \_\_\_\_\_ Have you been diving with us before? \_\_\_\_\_

6) Date of Last Dive \_\_\_\_\_ Have you dived current before? \_\_\_\_\_ Salt Water? \_\_\_\_\_

7) Do you carry Diver Accident insurance? \_\_\_\_\_ If "Yes", what is your Diver Accident Insurance ID#? \_\_\_\_\_

8) Who to notify in case of emergency: \_\_\_\_\_ Relationship to you \_\_\_\_\_  
Their address and telephone number: \_\_\_\_\_

### Affirmation and Liability Release

Please read carefully before signing.

I, \_\_\_\_\_, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES, AND AM AWARE OF THE INHERENT HAZARDS OF SKIN AND SCUBA DIVING. I understand and agree that neither Woodlands Dive Center, its divemasters or instructors nor the organizers or promoters of this event, nor its affiliate or subsidiary corporations, nor any of their respective employees, officers, agents or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active. I understand that diving with compressed air involves certain inherent risks, including but not limited to, air expansion injuries, decompression sickness, embolism and drowning. Hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such activity in spite of the possible absence of a recompression chamber in proximity to the dive site. I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contra indicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving. In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the dive(s) for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen. I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity. I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act.

I, \_\_\_\_\_, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE  
Participant's Name

**Woodlands Dive Center**, AND THE ORGANIZERS AND PROMOTERS OF THIS EVENT, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature \_\_\_\_\_

Date (Day/Month/Year) \_\_\_\_\_

Signature of Parent or Guardian (where applicable) \_\_\_\_\_

Date (Day/Month/Year) \_\_\_\_\_

## Non-Diver Liability Release

Complete one form for each non-diver

1) Name \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ DOB \_\_\_\_\_  
(Legally correct First and Last Name is Required)

2) Address: \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
City, St, Zip \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

3) Email \_\_\_\_\_

UNITED Air Number \_\_\_\_\_ KNOWN # \_\_\_\_\_

4) Who to notify in case of emergency: \_\_\_\_\_

Relationship to you \_\_\_\_\_

Their address and telephone number: \_\_\_\_\_

### Affirmation and Liability Release

Please read carefully before signing.

I, \_\_\_\_\_, HEREBY DECLARE THAT I AM NOT A CERTIFIED SCUBA DIVER, AND I WILL NOT BE DIVING DURING THIS TRIP. I understand and agree that neither Woodlands Dive Center, its divemasters or instructors nor the organizers or promoters of this event, nor its affiliate or subsidiary corporations, nor any of their respective employees, officers, agents or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation on this trip, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active. In consideration of being allowed to participate on this trip, I hereby personally assume all risks in connection with any activities for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen. I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity. I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act.

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Participant's Name

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Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)