



TRAVEL/EXCURSION VOLUNTARY RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY

I, the undersigned, _____ do hereby declare that I am voluntarily engaging in the activities planned for my trip to _____ which activities will include, but not be limited to scuba diving, snorkelling, swimming, boating and other activities related to the trip.

I specifically confirm that I am aware of and familiar with the hazards that could be related to me participation in this trip, which activities could include, but not be limited to the activities mentioned above. By signing this Release I expressly assume responsibility for all or any risks related thereto.

I confirm that L & M Close Corporation, Pro Dive, its owners, Members, representatives, employees, agents and assigns, will not be responsible or liable in any way for any occurrence on this trip which may result in my death, illness, injury, damage and/or loss to my or any other property in my possession or under my control.

I DO HEREBY INDEMNIFY L & M CC, PRO DIVE, ITS OWNERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, AGENTS AND ASSIGNS AND HOLD THEM BLAMELESS AND HARMLESS AGAINST ANY CLAIM OF WHATSOEVER NATURE ARISING FROM MY DEATH, ILLNESS, INJURY, DAMAGE AND/OR LOSS TO MY OR ANY OTHER PROPERTY IN MY POSSESSION OR UNDER MY CONTROL OCCASIONED BY MY PARTICIPATION IN THE ABOVEMENTIONED TRIP, NOTWITHSTANDING SAME HAS BEEN CAUSED, CONTRIBUTED TO OR OCCASIONED BY THE NEGLIGENCE OF ANY PARTY INCLUDING L & M CC, PRO DIVE, ITS OWNERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, AGENTS OR ASSIGNS.

I FURTHER CONFIRM THAT THIS INDEMNITY SHALL IN ALL RESPECTS BE BINDING UPON MY EXECUTOR, HEIRS, ASSIGNS, CHILDREN, DEPENDANTS, SPOUSE, RELATIVES AND ANY PERSON WHO MIGHT DERIVE A RIGHT TO CLAIM IN RESPECT OF ANY OF THE MATTERS HEREIN CONTAINED.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT IS AN INDEMNITY AND RELEASE OF ALL CLAIMS THAT MIGHT RESULT FROM MY DEATH, ILLNESS, INJURY, DAMAGE AND/OR LOSS TO MY OR ANY OTHER PROPERTY IN MY POSSESSION OR UNDER MY CONTROL AND AGAIN CONFIRM THAT I AM FULLY AWARE OF AND ACCEPT RESPONSIBILITY FOR THE POTENTIAL DANGERS AND HAZARDS RELATED TO MY PARTICIPATION.

TERMS AND CONDITIONS

1. Before a booking will be confirmed, these terms and conditions must be signed and a non-refundable deposit of 30% of the Land/Live-aboard package portion, must be paid to Pro Dive. The balance of the tour price must be paid by no later than 42 days prior to the tour start date; otherwise Pro Dive may treat the booking as being cancelled by the client.
2. Flights are quoted separately. On acceptance of the quote, payment is required within 24hours to secure the airfare and airport taxes.
3. Pro Dive reserves the right to implement a surcharge or price change without prior notice in the event of changes occurring in currency exchange rates, air fares, surcharges, room rental rates or any other charges applicable to this tour.
4. Pro Dive cannot be held responsible for matters beyond its direct control, such as poor or changing weather conditions or unexpected delays. Pro Dive reserves the right to alter, change or cancel any itinerary or service where necessary. Pro Dive will not be responsible for delays prior to the departure of this tour, during the course of this tour or at any time and will furthermore not be responsible for any additional cost or loss which may be caused as a result of these delays.
5. The client is responsible for arranging his/her own insurance and for the cost thereof. It is recommended that when this insurance is arranged, it is ensured that there are no exclusion clauses limiting protection for this type of tour. Client must also ensure that this insurance is comprehensive travel insurance that covers inter alia, but not limited to, cancellation, curtailment, medical, emergency travel and personal accidents, and damage or loss to personal belongings.

6. Pro Dive will use its best endeavors to ensure that all bookings are made correctly, and all tickets and variances issued timeously, but will not be responsible for the failure of any third party to provide the services requested and paid for. In relation to obtaining of any ticket or coupon and in respect of any bookings or travel arrangements same is done by Pro Dive only as agent and will therefore not be liable as principal for failures by the third parties or principals.
7. No agent or employee of Pro Dive has the authority to alter or to vary any of these conditions nor shall any act or omission of Pro Dive, its agents or employees, be construed a variation or waiver of any of these conditions.
8. It is the client's responsibility to ensure that they have the necessary and current valid passport, visa and vaccinations and inoculations which may be required and Pro Dive shall not be liable for any loss or damage sustained as a result of the client not procuring same.
9. The client bears the onus of confirming the time and dates of departure and undertakes to do so. Should a client fail to join the tour or fail to use the accommodation or services booked by Pro Dive for any reason whatsoever, no refund will be paid by Pro Dive and no liability will be accepted by Pro Dive for this failure.
10. These terms and conditions form the agreement between Pro Dive and the client, wherever made and shall be governed and construed according to the laws of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa
11. The following **cancellation fees** apply:-
 - Land / Live-aboard portion
 - 60 days and over before departure : 30%
 - 60 days to 0 days before departure : 100%
 - Maldives only
 - 90 days to 0 days before departure : 100% .

No show on date of departure will be 100% of the total fare price regardless of the circumstances.
Cancellation of a booking must be made in writing and is not effective until Pro Dive receives notification of such cancellation, unless the balance of the tour price is not paid as set out in paragraph one above in which circumstance Pro Dive may regard the booking as cancelled.

Flights :
Cancellation fees apply as stipulated by airline/s concerned and Refunds may vary depending on airfare paid at the time of booking. Pro Dive will levy an admin fee to assist with refunds.
12. Cancellation of a booking must be made in writing and is not effective until Pro Dive receives notification of such cancellation.
13. Pro Dive will provide a dossier detailing climate, recommended clothing, visas, etc., and this will be available once the non-refundable deposit has been paid. Pro Dive will use its best endeavors to ensure that this literature is correct at the time of printing, but cannot be held responsible for any changes or other inaccuracies.
14. All clients joining a Pro Dive tour are required to complete and sign an Indemnity form before the tour commences. The client confirms though that the tour could involve activities that expose them to hazards and/or danger and Pro Dive accept no responsibility for any death, injury, illness, accident, loss or damage occurring whilst the client is on tour.
15. The ticket issued by the relevant airline contains a contract between the client and the airline, irrespective of who booked or purchased the ticket. Clients are advised in the circumstances to ensure that they read through, understand and accept the terms and conditions of flight between them and the airline.
16. **GROUPS:** Pro Dive reserves the right of participation in this tour and also to cancel or abandon the tour, particularly but not limited to where the tour does not receive sufficient support.

NAME: _____ SIGNATURE: _____ AS WITNESSES: 1. _____
 2. _____

DATED at _____ this _____ day of _____