

HOLLYWOODIVERS.COM INC TRIP APPLICATION

Phone: 323-969-9666
or: 323-969-9875
Email: info@hollywoodivers.com

3575 CAHUENGA BLVD, WEST #104
LOS ANGELES, CA 90068
www.hollywoodivers.com

Destination: _____ **Charter / Trip Date:** _____ **Cost:** _____

Name: _____

Street Address: _____ City: _____ St/Prov: Zip/Postal Code: _____

Day Phone: _____ Eve Phone: _____ E-mail: _____

Date of birth (mm/dd/yy):: _____ Age: _____ Male/Female: ___ Height: _____ Wt: _____

Passport details required for multi day trips only:

Passport number: _____ Nationality: _____ Place issued: _____ Date Issued: _____

Divers insurance is REQUIRED to travel with HOLLYWOODIVERS.COM INC

DIVERS ALERT NETWORK NUMBER: _____ **EXP DATE** _____

Dive Experience:

Cert level: _____ Agency: _____ Year 1st certified: ___ # of Dives: _____ Deepest dive: _____

Summary of diving experience (eg. destinations, types of dives, etc.): _____

Check those which you have experienced:

Currents Night Dive Deep Dives 100+ Cold Water Boat Diving Deco Diving

Do you have any medical history, medical condition or impairment, which would make scuba diving or other underwater activities dangerous, hazardous or expose you to exceptional risk? No Yes

Explain: _____

Personal Physician Information: Name: _____ **Phone:** _____

Name and Phone number of next of kin: Name: _____ **Phone:** _____

Please fill in all of the blanks. This information is essential to process this application. Include a copy of your certification card with deposit. **Visa and MasterCard accepted.**

A \$ _____ deposit is required for this trip. Payment is due _____ days prior to departure.

AGREEMENT AND RELEASE OF LIABILITY

I, _____, have voluntarily enrolled in a HOLLYWOODIVERS.COM INC diving excursion.

(Print Name)

I am aware that my participation in the excursion, including land or sea travel during the excursion, involves numerous risks of delay and injury to persons or property, including, but not limited to, weather conditions, acts of God, diving risks, equipment malfunction or safety, limited access to medical care, indigenous plant and animal life, strikes, thefts, pilferage, and civil disturbances and I freely assume those risks.

In addition, I realize and accept that HOLLYWOODIVERS.COM INC and its owners, officers, directors, agents and employees assume no responsibility or liability for service, transportation, quality, condition, or safety of equipment made available to excursion participants or the acts of any employee or agent of any establishment, firm, person or entity providing such services, facility, service, or equipment to participants. This includes, but is not limited to, responsibility or liability for injury to persons or property, or delay, resulting directly or indirectly from: substitutions of facilities or equipment, detention, annoyance, weather delays and expenses arising from quarantine, failure to depart as scheduled, government restrictions or regulations, discrepancies or change in

transit. I also realize and accept that reasonable changes in itinerary may be made when deemed advisable for the comfort and well-being of the participants.

HOLLYWOODIVERS.COM INC TRIP APPLICATION

As lawful consideration for being permitted to enroll in a HOLLWOODIVERS.COM INC diving excursion, I agree to release from any legal liability and agree not to sue HOLLYWOODIVERS.COM INC, its owners, officers, directors, agents, and employees, for any and all injuries, property loss, property damage, delay, or death caused by or resulting from any participation in the dive excursion or the sport of diving whether or not such injury, property loss, property damage, delay, or death was caused by negligence.

I am aware that this contract is legally binding and that I am releasing legal rights by signing it.

Signature _____ Date _____

Signature of participant of parent/guardian, if participant is a minor

Signature _____ Date _____

CERTIFICATION AND ASSUMPTION OF RISK

This agreement is governed by the laws of the USA and any action, suit, or proceeding shall be brought before the Courts of the USA, which shall have exclusive jurisdiction. By signing this form, the undersigned waives the right to trial by jury and any and all objections to venue.

I am a certified scuba diver, trained in safe diving practices, and the purpose of my diving activity is strictly recreational. In consideration for participation in dive excursion activities with HOLLYWOODIVERS.COM INC, I certify, acknowledge, and agree to the following, each paragraph of which I have read and initialed.

_____ I understand that sea travel imposes risks and dangers including the dangers of being present during ship boarding, unloading, ocean travel and small boat travel; risks due to inclement weather; risks due to environment; and the general risks of a seafaring vessel including, but not limited to , wet and slippery surfaces and belongings and equipment moving about during travel, all of which dangers and risks may result in injury or loss of life, and I assume any and all such risks.

_____ I recognize that HOLLYWOODIVERS.COM INC dive excursions may include land activities, and I assume any and all risks of injury, illness, or death, as well as those situations where I, or my property, might be detained, delayed, or quarantined.

_____ I understand that I am responsible for my property and its safety and assume any and all risks inherent in sea travel and/or land travel which may result in damage, theft, or destruction of my property.

_____ I understand that sea travel may involve dangerous situations, and agree to abide by the wishes and direction of the boat captain and or crew in the event that the boat or any of its passengers or crew are in danger or are perceived to be in danger.

_____ I recognize and understand that diving involves unavoidable risks and dangers including malfunction of equipment; risks due to environment, animal, and sea life; risks due to currents and other changing conditions, and risks due to small boat travel, all of which can result in injuries or loss, and I expressly assume such risks.

_____ I affirm that I am in good mental and physical condition for diving, but I understand that diving is a physically strenuous activity, that I will be exerting myself during this dive excursion, and I expressly assume the risk of such activity.

_____ I agree to follow the recognized and established safety practices associated with scuba diving, but realize that even though such practices are observed there is still a risk of accident, and I expressly assume the risks involved in diving under such conditions.

_____ I understand that even if I follow all of the appropriate dive practices, there is still some risk of sustaining heart attacks, decompression sickness (the bends), embolism, or other hyperbaric injuries, and I expressly assume the risk of such injuries or illness.

_____ I will not participate in dives that are beyond my skill level and realize that I am solely responsible for ascertaining the skill level, depth, dive conditions, and any special equipment or training necessary for each dive before undertaking that dive.

_____ I understand that diving with compressed air involves certain risks and that diving activities are often conducted under circumstances where medical attention is not immediately available, and I expressly assume the risks involved in diving under such circumstances.

_____ I understand that there is an increased risk of decompression sickness if I fly or otherwise ascend to high altitudes within 24 hours of diving, and assume the risk of any and all injuries which might result if I choose to dive during this 24 hour time frame.

HOLLYWOODIVERS.COM INC TRIP APPLICATION

_____ I acknowledge that I alone am responsible for my own activities while engaging in scuba diving and can not rely upon anyone else to advise me of my own improper or unsafe procedures and practices while diving. I will exercise care in my own activities while engaging in scuba diving and I assume full responsibility and liability for injury or harm caused to myself and my property, or others and their property, which occurs as the result of any lack of good care on my part.

_____ I understand and acknowledge that HOLLYWOODIVERS.COM INC has a seven (7) day cancellation policy.
Cancellations received within seven (7) days of trip will not be refunded.

_____ I understand and acknowledge that HOLLYWOODIVERS.COM INC is not responsible for diver illnesses, which would prevent from taking part in diving activities (i.e. sea sickness).

_____ I understand and acknowledge that the Boat Captain makes the final decision as to whether the boat will make the planned trip, RAIN OR SHINE). If the Boat Captain decides that it is safe to make the trip, no refunds will be made should you decide against making the trip yourself (beyond the 7 day cancellation date).

_____ I understand and acknowledge that HOLLYWOODIVERS.COM INC is not responsible for forgotten equipment (i.e. if you forgot equipment necessary for you to take part in diving activities, you will not be refunded for the trip).

Signature / Date

Name / Date (type or print legibly)

Certification Agency and Card Number

HOLLYWOODIVERS.COM INC TRIP REQUIREMENTS

HOLLYWOODIVERS.COM INC RECOMMENDS THAT YOU PURCHASE APPROPRIATE TRAVEL INSURANCE FOR YOUR TRIP. _____

ON CALIFORNIA CHARTERS, YOU MAY NOT CANCEL WITH LESS THAN 7 DAYS NOTICE. IF YOU MUST CANCEL AND CANNOT MEET THESE CONDITIONS YOU WILL NOT BE REFUNDED ANY FEES PAID TO HOLLYWOODIVERS.COM INC, NOR WILL YOU BE AWARDED A FREE BOAT TRIP IN THE FUTURE FOR YOUR CANCELLATION. _____

YOU MAY SELL YOUR SPOT TO SOMEONE ELSE AND YOU ARE RESPONSIBLE FOR COLLECTING ANY AND ALL FEES THAT YOU WISH TO RECOVER FROM THE REPLACEMENT PASSENGER. THIS APPLIES TO THE ORIGINAL CHARTER DATE ONLY. _____

A COPY OF YOUR WAIVER IS YOUR BOAT TICKET. EVERYONE WHO WISHES TO BOARD THE CHARTER MUST HAVE THE TICKET IN HIS OR HER POSSESSION DURING THE CHARTER. _____

HOLLYWOODIVERS.COM INC REQUIRES ALL LOCAL, LONG RANGE OR EXOTIC TRAVELERS TO BE RESPONSIBLE FOR THEIR OWN TRANSPORT TO AND FROM THE DEPARTURE SIGHT. OUR AUTO INSURANCE DOES NOT ALLOW US TO OFFER TRANSPORTATION TO YOU. IF YOU WOULD LIKE TO CARPOOL WE APPLAUD YOUR ECO-FRIENDLY EFFORTS AS DRIVER AND ARE GLAD TO HELP WITH GAS FEES IF INVITED TO RIDE WITH YOU. _____

ON LONG RANGE VACATIONS THERE WILL BE NO REFUNDS WITH LESS THAN A 45 DAYS NOTICE PRIOR TO DEPARTURE. PLEASE PURCHASE TRAVEL INSURANCE TO AVOID ANY LOSS OF MONIES DUE TO YOUR OWN INABILITY TO ATTEND THE TRIP AS SCHEDULED _____

CANCELLATIONS MUST BE RECEIVED 7 DAYS PRIOR TO DEPARTURE, FOR FULL REFUNDS ON LOCAL CHARTERS ONLY.