HOLLYWOODIVER TRIP APPLICATION

FAX to 323-969-9734 USA Toll-Free 1-877-OK-SCUBA or 323 969 9875 Email: info@hollywoodivers.com			575 CAHUENGA BVD WEST # 104 LOS ANGELES, CA 90068 www.hollywoodivers.com	
Destination:	Charter / Ti	rip Date:	Cost:	
Name:				
Street address:	City:	State/Province:	Zip/Postal code:	
Work Phone:Home Ph	one:	Fax:	E-mail:	
Date of birth (mm/dd/yy):	Age:	□ Male □Female Height	:Weight:	
Passport details required for multi d	ay trips only:			
Passport number:Na	tionality:	Place issued:	Date issued:	
Divers insurance is <u>REQUIRED</u> to the	avel with Hollyw	oodivers. DIVERS ALERT NE	TWORK NUMBER:	
Dive Experience: Certification level, and agency: Summary of diving experience (eg. des				
Check those which you have experienCurrentsNight Diving		+Cold WaterBoat	DivingDecompression Diving	
Do you have any medical history, medical dangerous, hazardous or expose you to Explain:	exceptional risk?	NoYes	ba diving or other underwater activities	
Personal Physician Information: Name:		Phone:		
Name and telephone number of next of kin: Name:		F	Phone:	
Please fill in all of the blanks. This info card with deposit. Visa and MasterCa		al to process this application. Incl	lude a photocopy of your certification	
A \$ deposit is required f	or this trip. Payme	ent is due days prior	to departure.	
**********	******	******	******	
AGREEMENT AND RELEASE OF	LIABILITY			

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

(Print Name)

Ι,

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 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.

As lawful consideration for being permitted to enroll in a HOLLYWOODIVERS.COM diving excursion, I agree to release from any legal liability and agree not to sue HOLLYWOODIVERS.COM, 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 alleged 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 or 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, 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 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 of life, 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 will not dive under the influence of alcohol or drugs and I realize that it is my responsibility to consult with a physician before diving under the influence of any medication.

_____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 assent 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.

_____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 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 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 is not responsible 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 TRIP REQUIREMENTS

HOLLYWOODIVERS.COM 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, 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 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 DEPATURE. 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