



I, _____ am a certified scuba diver (certified by _____ (PADI, PDIC etc.), and trained in safe diving practices. I affirm that I am in good mental and physical condition for diving. The purpose of my diving activities is strictly recreational.

For the purposes of this liability agreement, the term **“Tour Operator”** shall include the following entities: DIVE UTAH/ MILLER DIVING, also known and doing business as DIVE UTAH, as well as any unnamed principals, employees, agents or servants of the Tour Operator.

In consideration for engaging in travel and diving activities at the prices agreed upon between myself and the Tour Operator and in order to induce the Tour Operator to accept me as their client, as well as other good and valuable consideration, I hereby expressly agree to completely assume all the risks set forth in this agreement, and hereby expressly release the Tour Operator from any and all liability that may result from same. I further agree to hold the Tour Operator harmless from any claims or liability for any personal services, loss of income or other claims that may result due to my engaging in this trip, whether said claims are brought directly by me or indirectly by any other party.

It is also understood that the Tour Operator does not, by acceptance of me as their client, assume any responsibility or liability for my safety, freedom from accident, injury or death, or any losses or damages to my property.

I acknowledge and understand that the risks I am assuming, and from which I am releasing the Tour Operator, include each and every item set forth in the following paragraphs numbered “1”, through “14.” Inclusive:

1. SCUBA diving involves unavoidable risks and dangers, including malfunctions of the dive equipment, the natural environment, animal or sea life, currents and other changing conditions, which can result in injuries and loss of life.
2. SCUBA diving is a physically strenuous activity and that I will be exerting myself during this dive excursion.
3. Drugs, chemicals, medications or alcohol I am taking or may take during this trip may negatively affect my diving abilities.

Initials _____

4. Even if I follow all the appropriate dive practices, there is still some risk, including, but not limited to sustaining heart attack, decompression sickness, embolism or other hyperbaric conditions.
5. I agree to follow the recognized and established safety practices associated with my certifying agency, and I realize that even though such practices are observed, there is still a risk of accident, injury, illness or death. I further agree to expressly assume the risks if I DO NOT follow said safety practice. All risks inherent in SCUBA diving are greatly increased as the depth and time of a dive increases. I acknowledge the increased risks of deep diving in addition to the risks of diving within the normal recreational limits. Risk is directly affected by my dive profiles, number of dives per day, number of days of successive diving, length of time between dives (Surface Interval Time), flying after diving, altitude, exercise, my general health, and numerous other factors.
6. Diving with compressed air, nitrox, tri-mix or other gasses involves certain risks and requires specific training. I certify that I have been properly trained for the breathing mixture (s) I will use and I understand the risks involved.
Additionally, diving activities are often conducted under circumstances where medical attention is not immediately available. I understand that this increases risks to my health.
7. I alone am responsible for my activities while engaged in scuba diving, and cannot rely upon anyone else to advise me of my improper or unsafe procedures and practices while diving. I will exercise due and appropriate care in my own activities while engaging in SCUBA diving.
8. I hereby release the Tour Operator from any and all liability resulting in injury, illness or loss of life to my person, and or loss or damage to my property that may occur as a result of any negligence on the part of the Tour Operator.
9. Risks include negligent acts or omissions of any of the following agencies, people or other business entities that were purchased and/or hired through said Tour Operator, including but not limited to all forms of transportation while on route or otherwise, while at or engaging the services of any hotels, inns, live-aboards, dive operators, restaurants, recreational facilities, medical facilities, or risks from local illnesses, disease and/or local people.
10. Risks also include injury, illness or loss of life to my person and/or loss or damage to my property in any way related to my travel that may occur as the result of any products liability, strict liability, unseaworthiness of any vessel, or from the negligence of anyone in charge of or participating in said program, including the Tour Operator.
11. DIVE UTAH urges every traveler to undergo a thorough medical examination prior to undertaking this trip and to participate in the trip only after obtaining your doctor's approval. I understand that the Tour Operator reserves the right to reject any application for any reason whatsoever.

Initials_____

12. DIVE UTAH also sincerely urges you to obtain insurance for the various hazards associated with all travel and vacation plans, and especially for those trips that include SCUBA diving. The list that we provide is intended as a guideline only, and is not a list of every possible risk or hazard that may be encountered. We suggest that you insure for losses related to travel, theft, loss of life, injury, illness, trip cancellation and that you have D.A.N coverage (or the equivalent). Additionally, you are advised to insure your property, including dive gear, computers, photography equipment, cash, credit cards, jewelry and other valuables (take as little as possible).
13. I have read the paragraph above related to insurance, and certify that I have obtained any and all insurance that I feel is necessary.
14. This agreement shall be determined in accordance with the laws of the State of Utah and shall likewise be adjudicated with said laws.

Lastly, the general terms and conditions of any DIVE UTAH trip are as follows:

Reservations prices and payment: A deposit of \$500 dollars per person is required at the time of booking to request the reservations. The balance of payment is due 75 days prior to departure. Prices are based on tariffs and exchange rates in effect at time of printing and are subject to change without notice. An administrative fee of \$75 will be charged for bookings received within the 30 days of the departure date. All prices are based on payment by cash, check or debit card. For payments by credit card, add 3%. All rates are based on double occupancy unless noted. Single supplement charges may apply.

Tour prices include: Hotel night stays at the reserved resorts, meals as advertised in the trip mailing or brochure, airfare to and from the destination, transfers, diving, weights and tanks.

Meals: Depending on the destination, meals are covered as outlined in the trip mailing or brochure. Generally some meals are included. Specific details will be provided at the trip meeting held before the trip commences.

Price does not include: Passport and visa fees, cost of personal trip cancellation and baggage insurance, use of rental scuba equipment except where specified, transportation of excess baggage, all items of a personal nature such as laundry, alcoholic and soft drinks, bottled water, optional excursions or deviations from the scheduled Tour, or Meals other than indicated; and gratuities for the drivers, guides, porters, hotel staffs, Dive Guides and boat crews.

Initials _____

Insurance: Dive Utah strongly recommends purchasing insurance for cancellation of trip, illness and loss of effects. Purchase of D.A.N. (Diver's Alert Network) insurance is strongly encouraged. A complete insurance tour package is available for purchase through Dive Utah.

I decline insurance package _____ (initials)

Rates: Rates as published may not necessarily correspond to published rates of the respected establishment and or services. Dive Utah reserves the right to include a reasonable mark up for research, development, planning, handling, operations and communications costs.

Documentation and health requirements: A passport valid for at least six months from your departure date is required for U.S. citizens. Visa applications will be provided upon receipt of deposit. For up to date information on required inoculations we recommend you contact the U.S. Health Department.

Cancellation policy: Cancellations must be received in writing. In addition to any non-refundable fees, there will be a \$200 dollar per person processing fee in event of cancellations prior to 90 days of departure date. Thereafter, cancellation charges are as follows: 90-60 days/25 % of Tour price, 59-45 days/50 % of Tour price; Less than 45 days/100% of Tour price. For airfares where the tickets have been issued, full refunds will be made, less cancellation penalties as levied by the airlines. Once the trip has commenced, there will be no refunds for unused services. Trip cancellation insurance is strongly recommended and available for purchase from Dive Utah.

Responsibilities: Dive Utah, your travel agent, outfitters, operators of the tours and/or suppliers of the services act only as agents for the passengers in regards to transportation and/or other related travel services and accommodations, and assumes no liability for injury, damage, loss, accident, delay or irregularities which may be occasioned by either reason or defect of any vehicle, act of war, insurrection, revolt or other civil uprising, military action, strikes, travel advisories, or any act of God occurring in either the country of origin, destination or through passage, or for any reason whatsoever, or through the acts or default of any company or persons engaged in conveying the passengers or in carrying out any of the arrangements of the tours. All such losses or additional expenses will be the sole responsibility of the member of the tour as the rates provided are for the arrangements only at the time stated. The right is reserved to make adjustments to the itinerary and cancel any tour prior to departure. Dive Utah may not be held responsible for any loss or damage to luggage, before, during a after the tour programs. On advancement of deposit to Dive Utah, the depositor therefore agrees to be bound by the above recited terms and conditions.

Initials _____

I HAVE READ THE ENTIRE AGREEMENT, AND I UNDERSTAND THE CONTENTS HEREIN; I AM QUALIFIED IN LAW AND EQUITY TO SIGN IT, AND I INTEND AND AGREE TO BE BOUND BY IT. I AM FULLY AWARE THAT I HAVE RELEASED THE TOUR OPERATOR FROM ANY LIABILITY ARISING THEREFROM ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

I HEREBY ACKNOWLEDGE THE RECEIPT AND REVIEW OF THIS AGREEMENT AND ITS BINDING EFFECT EVEN IF NOT SIGNED AND RETURNED BY ME.

Dated: _____

DIVER'S SIGNATURE Date of Birth

Dated: _____

PARENT SIGNATURE
(if diver is under the age of 18 years)
