



FOR YOUR CONSIDERATION

MV Golden Dawn – General Conditions of Travel Form

Personal Details

Name:.....

Address:.....

Email:.....

City:..... **State:**..... **Zip:**.....

Phone (H)..... **(Bus)**..... **(Fax)**.....

Next of Kin Contact Phone (H).....**(Bus)**.....

Charter Dates From:..... **To:**.....

Number of Pax:.....

Dive Instructor Required Yes..... **No**.....

1. PURCHASE TRAVEL INSURANCE OR ACCEPT FINANCIAL RISK

I understand unforeseen work, medical or airline problems may cause me to cancel a trip. Compensation for trip cancellation or lost/damaged bags and/or equipment are to be claimed against my travel insurance I undertake to obtain. If I do not take out travel insurance I indemnify MV Golden Dawn against cancellation, loss/damage or any other problem which causes delay or cancellation to my travel. I understand weather problems may cause the trip to be cancelled/delayed or shortened. I undertake to have insurance to protect me against financial losses for any reason whatsoever that cause cancellation delay or frustration to my contractual arrangements with MV Golden Dawn. I understand no compensation is offered in any situation to change flights or holiday plans. No refund is offered for time lost due to the medical evacuation of a passenger or reduction of dives due to bad weather.

2. EQUIPMENT AGREEMENT

I agree to reimburse MV Golden Dawn for any of their diving equipment lost or damaged whilst in my care.

3. MEDICAL STATEMENT

I state that I am over 18 years of age. I state that I am not pregnant. I state that I am in good health for diving. I have no medical history of heart or lung disorders, asthma or epilepsy, neither am I an insulin dependent diabetic. I will not dive on your expedition if I am feeling unwell or I have a chest cold or respiratory congestion on the expedition. I understand if I have any medical condition contrary to these requirements I must produce a diving medical certificate completed by a diving medical specialist.

You are authorized to make medical and transport arrangements as may be determined in my best interest. I agree to pay expenses incurred on my behalf which may be charged against my credit card.

I agree to get DAN 30-day Travel Assist – Evacuation cover or equivalent prior to arrival. I will bring proof of my diver medivac insurance.

4. MV GOLDEN DAWN

reserves the right to prevent any diver from diving or remaining aboard a vessel who, in the absolute discretion of MV Golden Dawn, is causing risk to himself or herself, or to other divers, or the environment. No refund of monies paid will be provided if these dive services are withdrawn.

5. DISCHARGE OF LIABILITY

Scuba diving is dangerous. Any person scuba diving, observing scuba diving, learning to scuba dive, training to scuba dive, traveling in any boat being used for or in connection with scuba diving or participating in any activity carried on by MV Golden Dawn, does so at their own risk.

It is a condition of traveling on MV Golden Dawn, its directors, instructors, members, servants or agents and/or Dolphin Enterprises and its directors, instructors, members, servants or agents (both of which are included in the title "MV Golden Dawn" in this document) are absolved from all liability howsoever arising from injury or damage howsoever caused (whether fatal or otherwise) arising out of an acceptance of a Travel Application on the MV Golden Dawn charter vessel or out of an acceptance of a Travel Application on a MV Golden Dawn charter vessel or participating in scuba diving, learning to scuba dive, training to scuba dive, or being on any vessel being used for in connection with scuba diving or in any way whatsoever due to any negligent act, breach of duty, default and/or omission on the part of MV Golden Dawn, its directors, instructors, members, servants or agents.

Any person scuba diving, observing scuba diving, learning to scuba dive, training to scuba dive, being on a vessel being used for or in connection with scuba diving or participating in any activity carried on by MV Golden Dawn is allowed to do so only on the distinct understanding that they do so at their own risk.

I, (Participant's name) _____
Of (Participant's address) _____

DO HEREBY ACKNOWLEDGE that of my own free will and desire I have contracted with MV Golden Dawn for instruction and training in scuba diving activities which activities include (deep sea water descents from vessels, swimming in the open ocean with its inherent risks of shark attacks, being stung by sea creatures, becoming entangled in coral, descending too far in the water or rising to the surface too quickly, the effects of environmental conditions, such as ocean currents and the weather, and barotrauma, I acknowledge that I have read and understood the attached information sheet on the potential dangers of scuba diving. I accept these risks as my own. I have read and understood the above warnings. I understand that the terms herein are contractual and not a mere recital. I also understand that the *Trade Practices Act 1974 (Cth)* may limit the extent of this exclusion of liability clause.

Waiver

In undertaking this scuba diving activity, I acknowledge that if I am injured or killed and injury or death is caused by or as a result of the negligence of MV Golden Dawn, its servants or agents, that I (and where appropriate my executor, heirs or assigns) give up any right in law that I may have to sue for that injury or my death.

Signed: _____ Date: _____
Name: _____