



BOOKING TERMS AND CONDITIONS, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Scuba and Adventure Travel, Inc. a California Corporation, sells travel adventure tours to clients throughout the world. Scuba and Adventure Travel, Inc. dba Ocean Enterprises Travel, is referred to in this agreement as Ocean Enterprises Travel, OET, "we," or "us." The terms and conditions set forth below constitute the entire understanding and agreement between you the trip participant ("participant," "you," or "I") and Ocean Enterprises Travel, with respect to any and all bookings, trips or transactions made with us. By signing and submitting this **BOOKING TERMS AND CONDITIONS, INDEMNITY AGREEMENT, ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY**, you acknowledge that you agree and accept all terms and conditions in this agreement and direct us to perform services on your behalf. All persons included in your booking are bound by this agreement.

RESPONSIBILITY: Ocean Enterprises Travel is acting at all times as an independent contractor for all suppliers who provide your transportation, hotel accommodations, restaurant services and transfers, safaris, adventure activities and other services in connection with your travel adventure. Ocean Enterprises Travel does not own, operate or control any of the suppliers of service that provide accommodations, meals, transportation, safaris, adventures, sightseeing activities and other goods and services connected with your travel. These suppliers are responsible for their performance. Ocean Enterprises Travel Company, its employees, shareholders, officers, directors, successors, agents and assignees are not liable for any negligence, willful act or default of any supplier or any third party. A supplier's goods and services are subject to the supplier's own terms and conditions and liability waivers, as well as local laws and regulations.

WHAT IS INCLUDED IN YOUR TRIP planned by Ocean Enterprises Travel? *As each trip is unique, please refer to your itinerary to confirm the inclusions for your trip.* Our trips generally include personalized/group trip planning; accommodations and all associated taxes thereto; specified meals; transfers and transport as indicated; private/group sightseeing services and other experiences & adventures; admission fees if/as indicated; in-country emergency support during your trip; and other services as specified.

WHAT IS NOT INCLUDED: Unless otherwise specified, the following are not included in our trips: international flights; travel insurance; costs associated with obtaining passports and/or visas; baggage fees and/or the cost of luggage forwarding; personal expenses including but not limited to telephone calls, mini-bar purchases, room service charges, snacks, laundry, souvenirs and any other

incidental expenses; gratuities; and any other services not specified in your itinerary. Ocean Enterprises Travel will not be responsible or liable for deposits, payments and penalties for other services not included in your package, such as airline tickets, separate hotel reservations or other items handled by passengers not through Ocean Enterprises Travel. **A single supplement will be applied when a room is occupied by one person unless otherwise specified.**

PRICING: Quoted prices are usually based on specified dates, and changes to the travel dates may result in price changes and will be subject to availability. Prices are also based on tariffs, government fees, exchange rates, supplier rates, and airfares in effect at the time this agreement is signed by you. We reserve the right to alter prices quoted should inflation, costs of fuel, labor or materials, airfares or foreign exchange rates change. Should governmental entities raise park or other fees after this agreement is made, we have the right to ask for additional payment. If any hotels, lodges, airlines or other service providers raise their rates, we also reserve the right to request additional payment. You agree to and will pay for any of these price increases. ****FIT (for individual travel) price is based on a specified number of participants, and should the number of participants change, the trip price is subject to change accordingly.***

DEPOSITS AND PAYMENTS: A deposit is required to proceed with reserving your trip. The amount of the deposit varies per trip and will be specified during the quoting process. Acceptance of your booking must be confirmed in writing by us. There is no contract for services between you and Ocean Enterprises Travel without such written confirmation. Final payment is due no later than 120-days prior to your trip start date unless otherwise specified. We reserve the right to treat any reservation that is not fully paid according to the reservation and payment terms as a cancellation and subject to the cancellation terms below.

CANCELLATION POLICY: All cancellations must be sent to Ocean Enterprises Travel in writing by email to travel@oceanenterprises.com with "Cancellation" in the subject line. The cancellation fees are as follows for all trips unless a different cancellation policy and/or fees are specified in the trip proposal, in which case the cancellation fees and/or policy in the trip proposal govern:

- 181 days or more prior to departure*: Forfeit the deposit
- 121-180 days prior to departure: 50% of the trip cost
- 120 days or less prior to departure: 100% of the trip cost

*Departure as used in this agreement is defined as when the first date of services provided by Ocean Enterprises Travel begins. Some accommodations and other services may have stricter cancellation policies. Please be advised that some reservations, regardless of proximity to check-in date, are completely non-refundable. There will be no refund once the trip has commenced. There will be no refund for unused services, early departures, late arrivals or missed days of your itinerary.

Notwithstanding the foregoing, OET will make every attempt to reschedule arrangements or secure refunds from the various tour operators, lodging facilities etc. on behalf of the trip participant.

CANCELLATION AND CHANGES BY OCEAN ENTERPRISES TRAVEL: Ocean Enterprises Travel reserves the right to cancel any trip at any time if the safety or quality of the trip is judged to be compromised. If a trip must be canceled for any reason, the amount of your refund will be dependent upon the amount of the deposits refunded to Ocean Enterprises Travel by the third-party suppliers.

Ocean Enterprises Travel will not be responsible or liable for deposits, payments and penalties for other services not included in the tour price, such as airline tickets, separate hotel reservations or other items handled by passengers not through Ocean Enterprises Travel.

TRAVEL INSURANCE: WE STRONGLY RECOMMEND THAT YOU PURCHASE TRIP CANCELLATION INSURANCE.

In the event that you must cancel your travel participation, trip cancellation insurance may be the only source of reimbursement due to non-refundable policies our vendors control. Most travel insurance policies require that insurance is purchased **within 14 days** of making your initial deposit in order to purchase Cancel For Any Reason (CFAR) coverage, or to cover pre-existing conditions.

Travel plans may be interrupted or cancelled by the supplier, a government entity, or other third party which OET has no control over due to pandemics or other reasons not reasonably foreseeable at this time. The terms of your travel insurance policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances.

PLEASE CHECK ONE:

- Please send me information on the travel insurance protection plan.
- I have already purchased travel insurance from _____
- I plan to purchase travel insurance on my own _____ (initials)
- I decline to purchase travel insurance _____ (initials)

ASSUMPTION OF RISK: I understand that I may travel to remote countries and areas that are inherently risky and that may include walking; vehicle transport; boat transport; air transport; swimming; diving; climbing; rafting; non-motorized and motorized vehicles; animal based transport; close proximity to wild animals, bumpy roads and other similar activities associated with foreign adventure travel. I am prepared to assume the risks including, but not limited to, acts of God or force majeure, acts or orders of government, acts of war or civil unrest, insurrection or revolt, bites from or attacks by wild or domestic animals, insects or pests, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely. I also assume risks associated with altitude, illness, disease, physical exertion, and alcohol consumption, knowing that access to evacuation and/or suitable medical supplies and support may not be available. By signing this document, I agree to take full responsibility for my own actions, safety, health and welfare, including injury, illness, emotional trauma, or death. I also understand that I may be a member of a group and will conduct myself in a way that will not endanger the group or myself.

I agree to the terms of these Terms and Conditions, Release of Liability, Assumption of Risk and Indemnity Agreement. My Agreement extends to any tour to which I may transfer. If my party includes a person under 18, then I represent that I am that person's parent or legal guardian.

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____