

# Family Dive Adventures Terms & Conditions

*Reservations are not guaranteed until this application has been filled out and received. 1 application per family must be completed. Please be sure to sign and date in all signature spaces. Trip Cancellation and Interruption Insurance*

We strongly recommend that you purchase comprehensive accident, medical, baggage and trip cancellation/interruption insurance when space is reserved. Trip insurance can protect you from financial disappointment in the event of unforeseen circumstances preventing you from making your scheduled vacation. In the event it is necessary to cancel or interrupt your vacation due to weather or any matter beyond the control of Family Dive Adventures and/or your chosen operator, there will be no refund or credit issued. We highly recommend DAN Dive & Trip insurance.

Information is located on our website for DAN on the reservations page. Family Dive Adventures is not an insurance agency and does not provide insurance. *I hereby certify that I have read and acknowledge and understand the foregoing statement. I have been clearly advised to take trip insurance.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Reservation, Payment, Cancellation, and Refund Policies

**INDIVIDUALS:** A \$500.00 non-refundable deposit per room is required to confirm your space. *(Deposit may change depending on the trip)*

**PAYMENT:** Full payment of your package as stated on your invoice. All payments are nonrefundable. No refunds will be given for no-shows, or unused portions of your trip. Cancellations or changes that result in the reduction of the booking are subject to 20% fee, plus any applicable operator imposed cancellation or change fees.

**TRAVEL AGENTS, TOUR OPERATORS & DIVE SHOP PAYMENTS:** A company check is required for all payments.

**CREDIT CARD AUTHORIZATION FORMS:** A credit card authorization form must be signed & returned to Family Dive Adventures prior to your reservation being confirmed. Discounted reservations must be paid with check payment for any discounts to be applied.

No space will be confirmed until full payment has been received; all monies must be paid in U.S. Currency. **AIRLINE INFORMATION:** Full airline itinerary including flight numbers, dates, and arrival and departure time must be provided. Full passport names must be given for any travel. Incorrect names will not be the responsibility of Kids Sea Camp or its suppliers. **VALID** Passports of 6 months or more are required for travel. It is your responsibility to know travel requirements for your family. Federal Express service fee will be added to your invoice for shipping of trip documents. If you wish to waive this service please initial here

\_\_\_\_\_. Your documents will then be sent USPS, Family Dive Adventures assumes no responsibility for lost or delayed documents. Single parents must have notarized documents to travel internationally with kids.

*I hereby certify that I have read, agree to, acknowledge, and understand the foregoing statements of this document. My signature below indicates my acceptance and acknowledgment of the policies terms and conditions as indicated above.*

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

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## TERMS & CONDITIONS & ACKNOWLEDGEMENT

Any deposit or payment made to Kids Sea Camp Inc. shows acceptance and acknowledgment of these policies, terms and conditions as stated herein: Kids Sea Camp Inc. All tickets and vouchers are issued subject to terms and conditions and Family Dive Adventure waiver form also provided.

Family Dive Adventures and its staff will not be responsible for, and will not issue refunds or credits for the following: Early departure by customer's choice, activities or trip cancelled for any reason including but not limited to weather, acts of God, Customers failure to produce proper information, postponed flights, not providing proper medical information, or doctor's approval to participate, nor for errors herein. Furthermore, KSC will not be responsible for loss of costs incurred as a result of passenger's failure to supply proper identification for immigrations entry or participation requirements for diving or other activities. It is the passenger's responsibility to comply with all customs and immigration laws.

I hereby certify that I have read, agreed, acknowledge, and understand the foregoing statements and understand all terms and conditions herein. *My signature indicates my acknowledgment and acceptance of these policies terms and conditions.*

Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

Please return this form to P.O. Box 291030, Columbia, SC 29229

Tel. (803) 419-2556 Fax (843) 353-2537 Website: [www.familydivers.com](http://www.familydivers.com) E-mail: [kids@familydiveadventures.com](mailto:kids@familydiveadventures.com)

## CONTRACT AGREEMENT & ACKNOWLEDGMENT OF TERMS & CONDITIONS BETWEEN PARTICIPANTS OF FAMILY DIVE ADVENTURES AND KIDS SEA CAMP

**PLEASE READ CAREFULLY:** The purchase of any travel services offered by Kids Sea Camp, Inc., also doing business as Family Dive Adventures (herein after "KSC") constitutes a contractual arrangement between you and KSC, and represents your acceptance of the KSC Terms & Conditions set out herein. Please ensure that you read carefully and understand these Terms & Conditions prior to booking. You are advised to check on the Web sites or to request the latest version of the Terms & Conditions from your Travel Agent or KSC prior to booking your vacation.

**Dive & Trip Insurances:** Proof of Dive Injury Insurance is compulsory for all Kids Sea Camp participants on all liveboards trips. Proof of DAN Medical Evacuation (Air) Insurance is compulsory for all passengers on all liveboards trips. We strongly recommend all customers to purchase a good Travel Insurance (Trip Cancellation and Interruption Insurance). We recommend DAN. All payments are non-refundable and it is our highest recommendation to all travelers and divers to purchase trip and dive insurance for all trips purchased.

DAN Dive Insurance <http://www.diversalernetnetwork.org/join/index.asp?RC=275458>

DAN Trip-Insurance <http://www.diversalernetnetwork.org/trip/refer.asp?RC=275458>  
Referral #275458

**Confirming your intention to purchase:** When you decide upon your desired destination option and date, then you can confirm your intention to purchase by email or by telephone. Please ensure that you follow through via mail or email advising clearly which option you desire. For date options, room type, adult diver or vacation package, kids program request and any other arrangements, additional tours, etc., you wish us to arrange and confirm for you before you send in your non-refundable deposit.

**Confirmed Reservation Deposit:** A confirmed reservation deposit is payable by you, to guarantee your reservation. The non-refundable deposit is \$500 per room, except for liveboards, are \$1500 per room. These payments are non-refundable. Our staff will do their utmost to help you if there are changes to bookings. A fee will be applicable.

**Confirmation of Reservation Completed:** As soon as we receive your confirmed reservation application, terms & conditions, and deposit then we shall inform the operator of your reservation. As soon as it is confirmed by the operator that the reservation process is complete, we will send you a written confirmation of reservation with a confirmation code, invoice showing payment dates, and deposit received. Your reservation is completed and confirmed. We highly recommend that you confirm arrival and departure dates of your selected trip with us prior to airline purchase. We will not be held responsible for any incorrect airline arrival or departures booked by any third party.

**Acknowledgment of contract:** Please note that the way a contract is formed for the purchase of a retail product, is the way scuba diving and adventure packages, as well as courses, are purchased through Kids Sea Camp or Family Dive Adventures. Your submission of payment to Kids Sea Camp confirms acknowledgment that our business operates in part as a reservations agency. This means that we are acting as an agent for third party suppliers, such as dive centers, live-aboard operators, select hotels and resorts. This includes, but not limited to: Clearly Cayman Resorts, any Arenui liveaboard trip, any Explorer ventures liveaboard trips, Muy Ono Resorts in Belize Lighthouse Point and Dive Tech in Grand Cayman, Buddy Dive & Beach Resort in Bonaire, Fort Young Hotel in Dominica, Sam's Tours and Palau Royal Resort in Palau, Anse Chastanet and Jade Mountain in St. Lucia, Wakatobi Dive Resort in Indonesia, Sea Explorers in the Philippines, Quino El Guardian and Rocio Del Mar in Mexico and Mayan Princess and Turquoise Bay in Roatan. We gather information and representations from the operators and provide this information about their services for you. We do our best to verify and update this information, as much as is practical. With your deposit submission, you acknowledge that you have read these terms and conditions before completing your transaction with us. You can easily request all forms and waivers from us, as well as download and print them from the reservations page on [www.familydivers.com](http://www.familydivers.com) reservations and forms section.

**Making final payment:** You will make your final payment of your package price to be received by final payment due date printed on your statement. Therefore, it is important to allow time for the transaction to be finalized before this requirement. Failure to pay your balance prior to due date will result in loss of any promotion, discount and/or be considered as cancellation by you. You will be subject to the terms and conditions that apply in the event of customer cancellation.

**Payments method:** Payments are to be made by bank transfer, USD check payment or US Visa, Discover, AMEX or MasterCard account. All prices are in US Dollars and all payments are required to be in USD. Foreign transaction fees and bank fees will be the sole responsibility of the payee and will be added to the invoice.

For wire transfers, please help us to help you, by emailing a scan / .pdf copy of any transfer record that includes the transaction reference number. A \$50 bank transaction fee will be added to your invoice.

**Canceling the booking:** If you decide to cancel your reservation before your trip commencement date then you will need to contact your trip insurance company where your trip insurance was purchased for any refund that may be due. All payments to Kids Sea Camp are non-refundable, and non-exchangeable. You can transfer payments made to a new participant, not currently booked with \$50 change fee applied to same date and destination.

Please inform us of any changes to you're booking at the soonest opportunity in writing. The date that Kids Sea Camp receives the cancellation of the reservation in writing will be the date used to determine date of cancellation.

**Changing the booking:** If you decide to change your booking after you have made your reservation we will do what we reasonably can to accommodate but it may not be possible. You should notify us as soon as possible of any changes as the sooner you do this the more likely it is that we can make the change. There will be an administration fee of US \$200.00 (*in addition to any changes necessary to the price of your reservation*) for any booking prior to the departure date, and which require the issue of a new confirmation of reservation completed or invoice including, but not limited to, changes in dates, room type, and diving program.

**Miscellaneous terms:** If there are any changes to the details supplied to us by you it is your responsibility to inform Kids Sea Camp and Family Dive Adventures as soon as possible. In particular we will not be responsible for problems or services not being provided due to or arising from your failure to adhere to instructions in our correspondence e.g. changes to your transfer information, your failure to satisfy permit documentation requirements, provide medical forms or physician approval for activities where medical condition exists, or lack of completing, omitting or providing information, signed waivers, terms and conditions forms or any other requested information. All rates are quoted in US dollars unless otherwise stated.

Please note that the number of dives or activities we quote in our packages is a best estimate based on normal circumstances, not a guarantee. Circumstances may arise during vacations (*weather, illness, personal choice*) where the total number of activities or dives done is less than the number we estimate. There will be no refunds in these circumstances.

It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit. We will do our best to correct errors and omissions on our web site as quickly as practicable after being notified of them. However because of the technology that is required in operating web site content there may be times when obvious errors occur.

For example, very occasionally, this may result in a package price, product or other detail displayed or presented on our website being incorrect. In this case we will do our best to correct the terms or revise them to satisfaction, however Kids Sea Camp Inc. cannot and will not be held liable any errors in pricing or package information on [www.familydivers.com](http://www.familydivers.com) or [www.kidsseacamp.com](http://www.kidsseacamp.com), or any outside representative, travel agent, tour operator, or dive shop promotional information of our product.

**Links to other websites:** Kids Sea Camp Inc. has no responsibility for the content of other third party websites of which links appear on any of our websites or for the actions / inactions of the owners/operators of such sites. We make no representations or warranties in relation to such sites or any packages or services provided on or through those sites or the providers of those services. By my submission of the Kids Sea Camp or Family Dive Adventures application and any payments made either in part or full, I acknowledge and understand all the above stated herein and have read and agree to the terms and conditions and the Kids Sea Camp Waiver that have been provided to me by Kids Sea Camp.

**Refusal to Transport:** Kids Sea Camp, Inc. (*also herein referred to as KSC*) shall have the right to refuse or cancel at any point any passenger or reservation for the following reasons. KSC will not refund or cover any cost or expenses incurred for termination or refusal of vacation arrangements including but not limited to any of the following reasons:

**A. Breach of Terms & Conditions:** Failure by passenger to comply with the Rules of the Terms and Conditions.

**B. Any falsified information:** Failure to provide correct ages of children for appropriate programs, falsified information on forms or waivers.

**C. Proof of Identity:** Diver certification card for dive package requested. Medical approval from doctor for any medical condition discovered or disclosed for any participant that is engaging in any land or dive activities included or provided in KSC package. Whenever a Passenger refuses on request to produce documentation satisfactory to KSC.

**Across International Boundaries, Whenever a passenger is traveling across any international boundary if:**

1. **Visas & Passports:** You are responsible for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. Non-U.S. citizens must consult with appropriate consulates to determine if any visas are needed and are responsible for obtaining all visas and entry documents independently. KSC is not responsible for providing you with specific visa and passport information or documentation, and KSC cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation. All passengers traveling internationally are required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling, as many countries require blank pages. Multiple-entry visas are required for some vacations. It is your responsibility to verify all visa and passport requirements.
2. **Passengers who knowingly provide misinformation regarding children's ages and birthdates for age appropriate programs.** Kids Sea Camp, Inc. reserves the right to request birth certificates and/or passports as proof of age for all children.
3. **Passengers who appear to be intoxicated or under the influence of drugs to a degree that the passenger may endanger themselves or others.**
4. **Passengers wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons, or transporting, carrying, or are under the influence of any illegal substance.**
5. **Passengers who appear to have symptoms of or have a communicable disease or condition that could pose a direct threat to the health or safety of others.**

**Travelers Who Need Special Assistance on Dive and Eco Tours:** You must report any disability requiring special attention while on tour at the time the reservation is made. KSC will make reasonable attempts to accommodate the special needs of travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. KSC cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motor coaches, boats and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their wellbeing. Not all operators can accommodate wheelchairs and some locations and activities require extensive physical abilities such as swimming, standing, sitting or walking. KSC is not responsible for any missed activities due to a participant's inability to participate with the group. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services, including transfers and dive boats, are not equipped with wheelchair ramps. With prior permission and waivers, we will attempt to accommodate depending on the suitability of the itinerary. International dive tours and/or eco-adventures are not generally suitable for travelers who need special assistance.

**Price Policy:** All vacation prices are based on rates (reflecting foreign exchange rates) known at the time of publication and expected to be in effect at the time of departure, and do not include airfare except where noted. Vacation prices are per person, based on double occupancy. Single room supplements and triple and quad room reductions are listed where applicable. Not all accommodation types are available on all vacations. Prices are subject to increase without notice, subject to the guarantees set forth below. Once KSC has received your full payment for any vacation, that land or air vacation price is guaranteed and you are protected against any land price increase due to currency surcharge. Any subsequent cost increases are at KSC's expense, not including fuel increases and/or any government or airline tax increases. Vacations are confirmed when KSC has received your full payment including taxes. All payments are nonrefundable and no credits for non-use or no-shows will be provided. Vacation destination packages inclusions, schedules, and itineraries are subject to modifications without notice.

**Accommodations:** The accommodations listed on the website and in literature provided are intended to be reserved as requested; however, if a change becomes necessary for any reason, including hotel location changes, the accommodations substituted will be equivalent to those shown. Every effort is made to reserve requested rooms. No particular room number will be guaranteed. Additional nights in conjunction with seven-day tour may result in room changes. Please note that accommodation check-in times vary worldwide

**Not Included in the Vacation Price:** Federal inspection fees for the Federal U.S. Customs and Immigrations; International Air Transportation tax; agricultural tax; other per person taxes imposed by government entities; airport taxes and fees including the September 11th Security fee up to \$10 per person, passenger facility charges up to \$18 per person, Federal domestic flight segment fees up to \$3.50 per segment, and U.S. and International arrival and departure, and other government-imposed fees between \$200 - \$375 per person, port taxes, passport, visas, and vaccinations, tips to your tour guides or dive staff, local host, driver, local porters and/or crew; Telephone charges, minibar, alcohol, beverages, and food outside of the contracted KSC menu as presented. Optional excursions, airport transfers on non-qualifying arrival days, portage at hotels or airports, travel protection, baggage fees, and all other items of a personal nature. Adult dive gear is not included on any tour.

**Photographs or Pictures:** Photographs or pictures appearing on the website should be used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Maps shown on the vacation pages are current at the time of printing and may not reflect the actual tour routing should the itinerary change. Throughout Kids Sea Camp events and vacations all participants are photographed and will be provided with online photo gallery access as well as select destination complimentary DVD. Unless otherwise notified in writing that a participant does not wish to be photographed, Kids Sea Camp reserves the right to use all or any images taken of participants for promotional purposes including but not limited to: Kids Sea Camp websites, sponsor websites, brochures, banners, posters, and other promotional literature.

**All Excursions & Activities:** The air carriers, accommodations, and other suppliers (referred to as "the Suppliers") (including but not limited to trains, cruises, ferries, motor coaches, hotels, and restaurants, tubing, zip-lining, whitewater rafting, horseback riding, sailing, etc.) providing optional activities and excursions ("the Services") in the area of the vacation itinerary that are available are not run, supervised, or controlled in any way by KSC, staff, agents, or employees. These services are provided by local operators or other third parties that are entirely independent of KSC, which has no control and has no right of control over the operations of these independent contractors. Additional/optional activities or excursions purchased on location do not form any part of the product or services sold to you by KSC or of these Terms & Conditions; even where KSC suggests particular operators/other third parties and/or assist you in booking such activities or excursions. Your contract for such activity or excursion will be with the organizer or operator of that activity or excursion and will be subject to its Terms & Conditions, which may contain exclusions or limitations of liability. KSC has no liability for any such activity or excursion or for any act(s) or omission(s) of the organizer or operator or for any of its employees or agents or any other person(s) connected with the activity or excursion. Any advice or assistance on or with any activity or excursion provided by any local representative does not mean or imply that the activity or excursion is sold, supervised, or controlled by KSC or that any such advice or assistance is given on behalf of KSC. Vacation participants are asked to check with the operator of any activity or excursion and the applicable Terms & Conditions before booking.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, the Company's maximum liability is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

*The Company reserves the right to accept or reject any person as a vacation participant, to expel any participant from the vacation, to make changes in the*

*itinerary whenever the Company deems it necessary for the comfort, convenience, or safety of the participants, and to cancel a vacation at any time.*

*The vacation participant agrees that neither the Company, nor its affiliates, shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator under the Travel Protection Plan, or any other person.*