

Kids Sea Camp Inc. Terms & Conditions

Reservations are not guaranteed until this application has been completed by the person or persons providing payment for this trip, and received by Kids Sea Camp inc. Please be sure to sign and date in all signature spaces. Trip Cancellation and Interruption Insurance is highly recommended. You should purchase trip cancellation/interruption insurance within 14 days of deposit. All payments made to Kids Sea Camp inc. are nonrefundable. We recommend DAN dive insurance and USI travel insurance: **CFAR (cancel for any reason)** <https://my.travelinsure.com/familydivers/?p=50033> Kids Sea Camp is not an insurance agency and does not provide insurance.

If you decline to purchase trip cancellation coverage, you are personally assuming full responsibility for any financial loss associated with this trip.

I hereby certify that I have read and acknowledge and understand the foregoing statement. I have been clearly advised to take trip insurance.

Signature: _____ Print Name: _____ Date: ____ / ____ / ____

Reservation, Payment, Cancellation, Policies.

INDIVIDUALS: A \$1,500 non-refundable deposit per room is required to confirm your reservation at time of booking. A second payment of 50% of the total balance is due as stated on trip invoice and prior to final payment as stated on trip invoice. (Liveaboard-trip deposits are scheduled as per what is stated on trip invoice and are non-refundable) Please note the deposit amount can change depending on the operator. Read your invoice before making your first payment. All monies must be paid in U.S. Currency.

All payments are nonrefundable. Reservations made after March 01, for summer trips will be due in full at the time of trip confirmation. Reservations made after Dec 01, for spring trips will be due in full at the time of trip confirmation. Reservations made after July 01, for fall trips will be due in full at the time of trip confirmation.

CHANGES TO RESERVATION: There are no change fees to upgrade rooms, add rooms, add additional nights, or additional people. If downgrading a room, or number of people from a reservation **after final payment due date**, there are no refunds. Requesting to change a trip destination **prior to second deposit due date**, will result in loss of a promotion or discount that was applied to the prior destination. When changing to a new trip prior to 2nd deposit due date of the current trip, the full amount of the initial deposit amount may be applied to a new trip traveling within the same calendar year, if available. A 20% change fee can apply to any part of original reservation if it is being downgraded by number of people with the new destination. No refunds will be provided for no shows, or unused portions of your trip. Discounts & promotions can not be applied to taxes, or fees.

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

CREDIT CARDS: Promotions and discounted reservations must be paid with check or ACH. If a credit card is used to pay a discounted reservation a 4.0% credit card fee will be applied to trip invoice for any portion charged. 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 legal names must be given for any trip. VALID Passports of 6 months or more are required for travel. It is your responsibility to know travel requirements for the destination/country you have chosen. Your trip documents will be digitally sent via email from Kids Sea Camp. Single parents or parents traveling with a child not their own, or with a child that has a different last name, must have legal documents to travel internationally with kids. (Check with your airline for current requirements)

I hereby certify that I have read, agree to, acknowledge, and understand the foregoing statements of this 3 page document. My signature below indicates my acceptance and acknowledgment of the policies terms and conditions as indicated above.

Signature: _____ Print Name: _____ Date: ____ / ____ / ____

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 inclusions and vouchers are issued subject to terms and conditions provided by Kids Sea Camp Inc. and waivers also provided via email links on behalf of PADI dive operators, resorts and liveaboards.

Kids Sea Camp and its staff will not be responsible for, and will not issue credits for the following: Early departure during trip by customer's choice, activities not used, trip cancelled or unused dives for reasons including but not limited to bad weather, acts of God, governmental mandates or restrictions, customers failure to produce proper documentation, postponed flights, political unrest, or doctor's approval to participate when "yes" to issue is stated on medical forms, or if any medical condition is revealed that has not been approved by a doctor, 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.

SPECIAL CIRCUMSTANCES

Kids Sea Camp Inc., Family Dive Adventures and its service providers reserve the right to cancel a trip and reschedule trip at an alternative date in the event that extreme conditions, including but not limited to, pandemic, acts of God, volcanic eruptions, tornado, tsunami, flood, natural disaster, fire, acts of war, riots, epidemics, and government actions, govt. vaccination requirements or other circumstances make it unsafe or impractical to provide services at the date(s) specified in the booking confirmation.

Signature: _____ Print Name: _____ Date: ____ / ____ / ____

The Service Providers, which are independent businesses from Kids Sea Camp, have the right to make their own decisions as regards to offering rescheduling options when they deem a cancelation or re-scheduling necessary. No refund shall apply in relation to a canceled booking, Kids Sea Camp inc. shall not be held responsible for indirect or ancillary costs such as airfare, or any other costs that are directly or indirectly related to its providing Services. Kids Sea Camp highly recommends purchase of travel insurance. ***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 E-mail: kids@kidsseacamp.com

CONTRACT AGREEMENT & ACKNOWLEDGMENT OF TERMS & CONDITIONS BETWEEN PARTICIPANTS & 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 liveaboards trips. Proof of DAN Medical Evacuation (Air) Insurance is compulsory for all passengers on all liveaboards trips. We strongly recommend all customers to purchase a good Travel Insurance (***Trip Cancellation and Interruption Insurance***). We recommend DAN. All payments are nonrefundable 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.diversalertnetwork.org/join/index.asp?RC=275458> or **USI Travel Insurance:** <https://my.travelinsure.com/familydivers/?p=50033>

DAN Trip Insurance: <http://www.diversalertnetwork.org/trip/refer.asp?RC=275458> or MASA, <https://familydivers.com/masa-insurance/>
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.

Confirmation of Reservation Completed: As soon as we receive your confirmed reservation application, terms & conditions, and deposit then we shall confirm with the operator your reservation. As soon as it is confirmed by the operator, the reservation process is complete, we will send you a written confirmation of reservation.

Acknowledgement 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. 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, liveaboard operators, select hotels and resorts. 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 reservations and forms section.

Making Final Payment: You will make your final payment 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 can result in loss of any promotion, discount and/or be considered as cancellation by you.

Payments Method: Payments are to be made by bank transfer, USD ACH or check payment or US Visa, 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 payer** and will be added to the invoice. For wire transfers, please help us to help you, by emailing a copy of the wire confirmation record that includes the transaction reference number. **Payment returns will result in a \$45 return fee.**

Booking Cancellation: 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, You will need to provide them your paid in full invoice along with a copy of your Terms & Conditions form.

Please inform us of any changes to your 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.

Miscellaneous Terms: If there are any changes to the details supplied to us by you it is your responsibility to inform Kids Sea Camp 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 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.

Signature: _____ Print Name: _____ Date: ____ / ____ / ____

Links to other websites: Kids Sea Camp 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 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.

My signature indicates my acknowledgment and acceptance of these policies terms and conditions.

Signature: _____ Print Name: _____ Date: ____ / ____ / ____

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. You must meet all health and other requirements. 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 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 dangerous weapons, 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 Federal domestic flight segment fees up to \$3.50 per segment, and U.S. and International arrival and departure, and other government-imposed fees, port taxes, fuel surcharges, 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 on line photo gallery access as well as select destination complimentary slideshow. 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: Promoting Kids Sea Camp websites, any social media, sponsor websites, brochures, banners, posters, and other

All Excursions & Activities: The air carriers, accommodations, and other suppliers (referred to as "the Suppliers") (including but not limited to helicopters, 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.

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 Website: www.familydivers.com E-mail: kids@kidsseacamp.com