



OFFSHORE SURFERS

Terms and Conditions

1. All tickets, vouchers and other documents relating to transport, accommodation or other services and facilities (hereinafter referred to as "the travel services") are issued by or on behalf of Offshore Surfers (hereinafter referred to as "the company") only as agent for each of the concerns with whom the companies may make arrangements (hereinafter referred to as "the principals") for its clients and are issued subject to these terms and conditions and all the terms and conditions including privacy policies of those principals.
2. The company shall not be liable, however the same may arise, for cancellation of journeys, deviations, delays or the failure to provide seat, berths, or facilities for carrying or storing luggage or for the failure to provide the travel services by the principals. The company is not liable in the event of any alteration or change of any kind made by any of the principals in respect of travel services following the acceptance of any booking by it and clients are responsible for any increases in charges which the principals may be legally and properly entitled to require.
3. The company (both for itself and on behalf of its servants and agents) does not accept any responsibility for any act, omission, default or neglect of themselves, its servants or agents, or of the servants and agents of its principals, for death, injury, damage, or loss to persons or goods whatsoever and howsoever the same may be caused.
4. The company does not warrant, and is in no way responsible for the accuracy of any information given or statements made by its servants, agents or those given or made by the principals, their servants or agents.
5. Tickets, bookings and reservations will only be negotiated by the company upon lodgement of completed booking form and upon payment of a deposit which will be accepted in part payment of the total cost to be incurred by the clients, but receipt of a deposit does not constitute acceptance of a booking. The balance of the total cost is to be paid to the company not later than 60 days prior to departure (or such later date as may be specified in writing by the company). Failure by a client to pay the said balance by the due date will entitle the company to cancel the bookings made on their behalf of such client, whereupon the deposit paid shall be forfeited to the company. Late payments and/or bookings received 14 days prior to departure will receive a late booking fee of AUD \$55.
6. International boat charters are operations for which space is limited and competitive. Any cancellation made by a client must be in writing and the client shall be responsible for all expenses incurred by the company in respect of making the bookings and cancelling the same and for all payments, which the principals may lawfully require by reason of the cancellation. The company further reserves the right to deduct the following cancellation fees from any monies paid by a client in the event of a cancellation by that client.
 - (i) The complete deposit is non-refundable.
 - (ii) The company does not grant refunds for any reason on any product after final balances have been paid. Travel Insurance will usually cover any cancellations due to non pre-existing medical reasons of yourself and immediate family.
 - (iii) There are no refunds or partial refunds given for early departures from boat charters, unless the principals have provided written notice of eligibility for refund. Early departures due to non pre-existing medical reasons will usually be covered by travel insurance.

(iv) No monies will be refunded whatsoever for reasons pertaining to poor surf or inclement weather.

(v) No monies will be refunded whatsoever for reasons pertaining to global, national, or regional political situations (terrorism, war, etc) that do not directly pose a security threat to the safe operations of the boat charter in the specific region.

7. The company reserves the right to modify any arrangements required by, or made on behalf of, clients and to cancel the same without notice in the event that the company arranges bookings on behalf of clients based on reduced group rates and the group of clients wishing to take advantage of such rates are less than the minimum number specified by the company, then the company shall in its sole discretion be entitled to cancel the travel services arranged on behalf of the group of clients, whereupon all monies paid to the company, after deduction of the fees and expenses referred to in clause 6 hereof, shall be refunded to such clients.

8. If a person signs a booking form on behalf of another person, s/he warrants that s/he has the consent of this other person, and s/he personally accepts all terms and conditions of this booking form.

9. Travel insurance is mandatory.

10. Refunds are not available for boat charters, accommodation or any other travel service not utilised.

11. Costs included in boat charter price inclusions for each charter are as per charter inclusions in the tour itinerary.

12. Costs not included in boat charter price include but are not limited to excess baggage, personal spending money, travel insurance, airport departure taxes, passport and inoculation costs and meals other than those specified.

**WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT ("WAIVER AGREEMENT")
PLEASE READ THIS DOCUMENT CAREFULLY AND BE AWARE: BY ACCEPTING THE CONDITIONS OF THIS AGREEMENT, YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

In consideration of permitting me, or persons I represent, to be a guest, passenger, surfer, swimmer, snorkeler, scuba diver, skin diver, boater, tourist and/or to occupy accommodation, and/or to participate in any or all sponsored or unsponsored, organized or unorganized adventure trips or activities including, but not limited to surfing, swimming, snorkeling, scuba diving, skin diving, interaction with any wild life under any circumstances, transportation of any type in any vehicle or on any vessel, in any location, consumption of water, food, beverages and storage of property and possessions as conducted and/or provided by: OFFSHORE SURFERS PTY LTD and/or their travel suppliers, principals, directors, officers, employees, representatives, agents, attorneys, affiliates, subsidiaries, parent entities, related entities, facilities (hereinafter referred to as the Releasees) for myself, my personal representatives, heirs, administrators, executors, successors, assigns and next of kin:

A. I acknowledge and agree:

1. That being a GUEST or PASSENGER on a boat, vessel or land based accommodation facility, a SURFER, SNORKELER, SKIN DIVER and/or a SCUBA DIVER and/or engaging in surfing, swimming, snorkeling, skin diving and/or scuba diving activities, dive boat use, equipment use and/or other water sports (hereinafter referred to as the Activities) are inherently potentially hazardous, risky and dangerous activities and involve the possible risk of property damage and/or serious injury and/or death.

2. That the Activities are physically strenuous and I will be exerting myself. I am aware of the dangers of breath-holding while engaging in Scuba Diving or Snorkelling activities and will not hold Releasees responsible for any and all of such injuries as I may receive as a result of holding my breath. Even though I may follow all appropriate and safe practices associated with the Activities, there is still a risk of my sustaining decompression sickness, embolism, hyperbaric injuries and/or other injuries, and I expressly assume the risk of any or all of said injuries. On this boat charter, I will be at remote locations and there may be no immediate medical and/or hyperbaric care available to me and I expressly assume the risk of engaging in the Activities in such remote locations.

3. That any and all such injuries received may be compounded or increased by, negligent rescue operations, or procedures, of the Releasees, or others, and I agree that this Waiver Agreement extends to all acts of negligence by Releasees including, but not limited to negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws governing the Province or State or Country in which the Activities are conducted.

4. That I understand I have given up substantial rights by acknowledging the conditions of this document. I am aware of its legal consequences, and have signed it freely and voluntarily, without any inducement, assurance, or guarantee being made to me. I intend my acknowledging the conditions to be a complete and unconditional release of all liability, to the greatest extent allowed by law; and

B. I represent and agree:

5. That I am of legal age in the jurisdiction of my residence and am competent to read and accept the conditions of this Waiver Agreement or, if not, that my parent or legal guardian shall complete this form on my behalf, or has given written consent to my signing this document, and that my guardian or parent completely understands and concurs with this Waiver Agreement.

6. If I engage in Snorkelling or Scuba Diving, that I will inspect my snorkeling and/or scuba diving equipment prior to engaging in the Activities and that I will notify the Releasees if any of the equipment is not working properly. I will not hold Releasees responsible for any injuries received as a result of my failure to inspect the equipment and/or to notify Releasees of any equipment that is not working properly prior to engaging in the Activities.

7. If I engage in Scuba Diving, that I have, and will furnish, my own equipment and be responsible for its good order and operating condition, regardless of where I obtain it. Prior to each dive, I will check my own equipment and my dive-buddy's equipment to ensure proper function, completeness and familiarity. I do not expect my equipment to be inspected by anyone else.

8. If I do obtain any equipment from any of the Releasees, I accept the equipment as is. The Releasees accept no responsibility for any defect in any of the equipment of Releasees and do not warrant that it is suitable for any particular purpose. I agree that the use of any such equipment is entirely at my own risk. I shall return any equipment so obtained in good order and condition and shall be financially liable for any breakage or deviations therefrom.

9. Releasees reserve the right, in their sole and absolute discretion, without any liability or damages of any kind, to deviate from the vessels advertised Schedule or Itinerary, by providing substantially equivalent substitutions.

10. The Releasees may, if certain situations arise that, in their sole and absolute discretion, make it necessary to cancel, change, advance, substitute or postpone any scheduled departure, airport, port of entry, itinerary or islands, vessels or modes of transportation including, without limitation, weather, health and safety, business or charters, late cancellations, low occupancy, mechanical problems, maintenance issues, provisions or supplies, refueling or requirements of governmental authorities. The Releasees do not assume any responsibility or liability for any losses, damages or inconvenience incurred by the Guest or Passenger as a result of any of the foregoing.

11. That, in executing this Waiver Agreement, I am not relying upon any oral or written representations or statements made by the Releasees, or others, except as what is set forth in this Waiver Agreement; and

C. I assure and agree:

12. That I am physically and mentally fit to engage in Activities specified in this document and I will not be under the influence of any drug, alcohol, or medications that are contraindicative of engaging in these Activities.

13. If I am partaking in Scuba Diving, that I am a certified diver and I am cognizant of all of the inherent dangers, hazards and risks associated with the Activities, and of all applicable basic safety rules; and

D. I understand and agree:

(WAIVER AND RELEASE)

14. Freely and voluntarily, forever, to release, discharge, waive and relinquish, in favour of the Releasees, any and all claims, demands or causes of action, whether matured or unmatured, foreseen or unforeseen, arising from, or in connection with, any of the Activities including, without limitation, those for or relating to accident, personal injury, illness, theft, property damage and/or wrongful death occurring to me, arising out of, relating to, or as a result of my engaging in the Activities, wherever and however such injuries, damages or death may occur and for whatever period of time the Activities may continue, whether caused by negligence of Releasees or otherwise.

15. That, under no circumstances will I, or my estate, sue Releasees, and I agree that, under no circumstances, will I, or my heirs, executors, administrators and assigns prosecute or present any claim for personal injury, illness, theft, property damage or wrongful death against Releasees, as a result of the Releasees' negligence or otherwise.

(ASSUMPTION OF RISK)

16. Expressly to assume, without any limitation, full responsibility for any and all risks of bodily injury, condition, ailment, sickness, heart attack, panic attack, hyperventilation, allergic reaction, animal attack or bite, animal, plant or chemical envenomization, wrongful death or property damage, now and forever, arising out of, or related to, or as a result of my participation in the Activities, weather and climactic conditions, acts of God, acts of war or terrorism, small boat or vessel related activities (boarding tenders in-water), kayak related activities, raft or life-raft related activities, contamination of air, food and/or water, piracy, pirates and/or pirate attacks, coral rock injuries, bites, stings or attacks by any and all marine plant life and/or creatures, whether fish, mammal, crustacean, cetacean or otherwise, meteorological and/or climactic conditions including, but not limited to, swells, storms, tempests, typhoons, hurricanes, tornadoes, tsunamis, twisters and/or sub-surface volcanic activity, nitrox and/or nitrox tanks, underwater netting and/or traps, underwater cave-related activity, alcoholic beverage related injuries, controlled substance-related injuries, any and all other activities related to, arising from or involving the vessel, or any other related operations, whether foreseen or unforeseen, and whether caused by negligence of the Releasees, or otherwise.

17. I voluntarily accept any and all additional risks, and I am fully prepared to pay any and all expenses related to evacuation and recompression chamber treatment, should same be deemed necessary by myself and/or any of the Releasees, and should same be available.

(INDEMNIFICATION)

18. Expressly agree to indemnify, defend, save and hold harmless the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of, or related to, or as a result of, my participation in the Activities and/or any other related operations, whether caused by the negligence of Releasees, or otherwise.

19. That, if any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this Waiver Agreement shall then be construed as though the unenforceable provision had never been contained in this document and shall remain in full force and effect.

(PRESERVATION OF NATURE CLAUSE)

20. To leave all land, surface and sub-surface sites of the Activities undisturbed. I will not willfully damage, collect or remove any live animal, shellfish, fish, coral and/or items pertaining to shipwrecks, including fixtures, from their present marine environment or ecosystem. I shall bear full responsibility and financial liability for any violations of this provision.

21. That this Waiver Agreement shall be governed, interpreted, construed, enforced and determined according to the laws of The Country I am visiting.

22. That, despite the foregoing prohibition against suing Releasees, if any lawsuits are filed against Releasees, such lawsuits shall be adjudicated only in the courts or tribunals of the country I am visiting, to the exclusion of any other courts or tribunals. Any such lawsuits or legal proceedings filed more than one (1) year after the date of the accident, event or occurrence shall be absolutely time-barred. In any such lawsuits, dismissals or judgments in favour of all, or any of, the Releasees, shall entitle the Releasees to recover reasonable attorneys' fees, costs and disbursements from the Plaintiff(s) who brought such lawsuits.

Please Check This Box To Confirm You Understand And Accept The Terms And Conditions And Waiver Agreement Details As Stated In This Document.

Acknowledgement *

I _____, (print name) acknowledge and confirm that I have read, understood and agree to all the booking conditions as shown above.

Signed: _____

(parent or legal guardian must complete form for all persons under the age of 18)