



## Scuba & Snorkeling Center

2905 Banksville Road Pittsburgh, PA 15216

412/531-5577 phone 412/531-1960 fax

Please neatly print or type all information. Application must be completed in full, signed and returned to Splash Water Sports, Inc. Please note deposit requirements, final payment date and cancellation policy for the trip you are participating in. All cancellations must be in writing. Trip fees are based on double occupancy. Singly travelers may require single supplement rate. Splash can not be held responsible for any fuel surcharges imposed by airlines.

Destination: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Deposit amount: \_\_\_\_\_ paid / unpaid Balance Due: \_\_\_\_\_ Date: \_\_\_\_\_

Name: (as appears on passport): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (day) \_\_\_\_\_ (evening) \_\_\_\_\_ (cell) \_\_\_\_\_

Email address: \_\_\_\_\_ (fax) \_\_\_\_\_

Occupation: \_\_\_\_\_

Passport #: \_\_\_\_\_ place/date of issue: \_\_\_\_\_ exp date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

Roommate request: \_\_\_\_\_

Special medical considerations: \_\_\_\_\_

Special dietary requirements: \_\_\_\_\_

Traveling as : Diver \_\_\_\_\_ Vacationer \_\_\_\_\_ Smoker \_\_\_\_\_ Non-smoker \_\_\_\_\_

Type/Level of diver certification: \_\_\_\_\_

Are you interested in doing any training on the trip? \_\_\_\_\_

Emergency Contact Info: \_\_\_\_\_

How did you hear about this trip? \_\_\_\_\_

Do you want us to arrange your airfare? If yes, from what city? \_\_\_\_\_

Please note: If balance due has not been received by due date, the credit card listed below will automatically be charged for final payment due at that time. If you would like to make other arrangements, please contact us prior to final due date. \_\_\_\_\_

Signature and acceptance of Trip Agreement

Credit card number: \_\_\_\_\_ exp date: \_\_\_\_\_

# WAIVER AND RELEASE OF LIABILITY AND COVENANT NOT TO SUE

## READ CAREFULLY BEFORE SIGNING

Each of the undersigned hereby certifies that the statements made on the reverse regarding the experience of the undersigned trip applicant ("Applicant") are correct and acknowledges that the Applicant's acceptance on this trip (the "Program") by Splash Water Sports, Inc. ("Splash") is predicated on the undersigned's assurance that the Applicant is physically fit to engage in ocean SCUBA diving, that the undersigned fully understands that ocean SCUBA diving is an inherently dangerous activity and that the undersigned fully understands the risks involved and is prepared to, and does hereby, assume all of such risks. Each of the undersigned understands that Splash reserves the right to deny any applicant for any reason whatsoever.

Each of the undersigned understands that Splash acts only as agent for the owners and operators of various accommodations, facilities, services and carriers and assumes no responsibility or liability for service, transportation, equipment, etc. made available by any resort, hotel or other person or entity, including any service, transportation, equipment, etc. made available in connection with underwater activities by Applicant, whether alone or in a group, under the supervision of a tour escort, or otherwise.

Each of the undersigned understands that the tour escort(s) is acting only in the capacity of tour escort and NOT in the capacity of instructor, regardless of whether such escort is a certified SCUBA instructor or whether such escort shares his or her diving knowledge and experience with Applicant. A course of SCUBA training or SCUBA continuing education classes contracted for by the undersigned shall not be considered part of the Program, and any fees for such training or classes would be separate from the price for this Program.

Each of the undersigned agrees that in consideration of the price at which the Program is offered and other good and valuable consideration, in order to induce Splash to accept Applicant's participation in the Program, and in recognition of the possibility of personal injury to Applicant or damage or loss to the undersigned's property in connection with or as a result of participation in the Program, EACH OF THE UNDERSIGNED DOES HEREBY, FOR HIMSELF OR HERSELF, HIS OR HER HEIRS, ADMINISTRATORS AND ASSIGNS, release, remise and discharge all persons and entities whatsoever including Splash Water Sports, Inc. or the conduct of the Program, and their respective servants, agents, employees, officers, directors, and independent contractors from all liability, claims, demands or causes of action of any sort, for personal injuries or damage or loss to applicant or the undersigned's property, including loss of services, which the undersigned may sustain on account of arising out of or in connection with said Program or Applicant's participation therein, whether resulting from negligence or other fault of anyone in charge of or participating in said Program or from the ownership, maintenance, use, operation or control of any diving equipment, facility, automobile, airplane, ship, bicycle, boat, vehicle, inn, hotel, common carrier, otherwise.

On behalf of himself or herself, his or her heirs, administrators and assigns, the undersigned hereby agrees that he or she will file no grievances, claims or suits of any kind, on account of any injury, damage, accident, loss or other occurrence of any kind which arises or may arise out of or in connection with the Program or Applicant's participation therein, notwithstanding that such grievance, claim or suit is due to the negligence or other fault on the part of the aforementioned persons or entities hereby released. In the event that the undersigned or anyone claiming through the undersigned breaches this agreement, the undersigned agrees to reimburse the persons and entities released herein for any and all expenses and costs, including actual attorneys fees, incurred by any of them in defending any claim or suit brought by the undersigned or any person or entity claiming through the undersigned.

Each of the undersigned understands that remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment, inconvenience or modification to the diving portion of the Program itinerary and Splash reserves the right to modify and/or cancel diving arrangements due to adverse weather, or to substitute facilities and/or equipment and shall not be liable for inconvenience resulting from any such modification, cancellation, or substitution.

Cancellation terms differ with each destination and carrier. Therefore for ALL group trips with Splash Water Sports, Inc., no refunds of any monies paid unless the trip is cancelled by Splash. TRIP INSURANCE is highly recommended.

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By signing below, the UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED HAS READ THE PRECEDING WAIVER AND RELEASE AND COVENANT NOT TO SUE and that the undersigned understands and acknowledges that Applicant is being permitted to participate in the Program at the undersigned's own risk. Each of the undersigned understands that this application form is in all respects subject to the terms and conditions above, which the undersigned has read and unconditionally agree to. Each of the undersigned further agrees to observe strictly and comply with such additional reasonable terms and regulations as Splash may from time to time deem desirable or needful or prescribe during the course of the Program. The undersigned also acknowledges receipt of a copy of this contract.

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Signature of Program Participant

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Date

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Signature of Parent or Guardian (if participant is under 18 years of age)

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Date