

## 2013 Reservation Form - Cage Diver San Francisco

<input type="checkbox"/> Cage diving expedition: \$875 US <input type="checkbox"/> Top-side non-diving expedition: \$375 US	
Name & Address of Participant:	Expedition / Trip Date:
	Date of Birth: <input type="checkbox"/> Male <input type="checkbox"/> Female
Name & Address of Purchaser (if different from above):	Profession:
	Special Dietary Requirements:
Participant Contact Number:	Dive Certification & Experience (if any):
Participant Email Address:	Do you need to borrow a wet suit? <input type="checkbox"/> Yes <input type="checkbox"/> No
Best way to contact you in San Francisco:  <input type="checkbox"/> Call <input type="checkbox"/> Text <input type="checkbox"/> Email	Height:                      Weight :                      Shoe Size:
Emergency Contact:	Name & Phone Number of Local Hotel:

Shark Expedition includes: One day of cage diving or top-side viewing of great white sharks, use of equipment, expert guide services and onboard meals and refreshments. You need to provide: mask, towel and warm clothes.

No Guarantees: We can not guarantee the presence of great whites or favorable trip weather. If no sharks are seen, there is no refund. If your scheduled adventure is cancelled due to weather or mechanical reasons beyond our control, you will be issued a transferable raincheck, good for scheduling a future trip within one year. Note: Farallon Islands are surrounded by a protected marine sanctuary. Chumming is not allowed. We observe natural feedings only.

Payment terms: Full payment is required to reserve a date and is **NON-REFUNDABLE**. Requests to reschedule a reservation will be handled on a case by case basis and may be subject to a \$200 rescheduling fee. The purchase of travel insurance is strongly recommended. (Get free quote here: [incredible-adventures.com/travel-insurance.html](http://incredible-adventures.com/travel-insurance.html)).

Travel Insurance (Must select one of the following options):

- I have purchased travel insurance.     I would like help purchasing travel insurance.  
 I have declined to purchase travel insurance, and understand and agree that all trip fees are non-refundable.

Payment Method (Purchase confirms agreement with Policies and Considerations):

I have enclosed a check or money-order payable to Incredible Adventures, Inc.

I hereby authorize the charge of \$ \_\_\_\_\_ to my account as follows:

Card # \_\_\_\_\_ CID/Code \_\_\_\_\_ Exp. Date: \_\_\_\_\_

I hereby agree to abide by all the terms of the Adventures Policies and Considerations attached to this form. If paying by credit card, this signature also gives Incredible Adventures, Inc. permission to charge my card.

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

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

Please email, fax or mail completed Reservation Form to:

sheri@incredible-adventures.com

Incredible Adventures, Inc. 6604 Midnight Pass Rd., Sarasota, FL 34242

Fax: 941-346-2488                      800-644-7382                      941-346-2603

[www.incredible-adventures.com](http://www.incredible-adventures.com)



# Waiver and Release of Liability - Assumption of Risk and Indemnity Agreement

Cage Diver San Francisco – Incredible Great White Shark Adventure

Please initial on each line.

In consideration for permitting me, \_\_\_\_\_, to participate in this shark diving and shark observing activity, I hereby acknowledge:

\_\_\_\_ I am a certified scuba diver \_\_\_\_\_ Agency \_\_\_\_\_ Date

\_\_\_\_ I am not a certified scuba diver.

\_\_\_\_ I understand that diving while under the influence of alcohol or drugs is dangerous.

\_\_\_\_ I agree I will not dive while under the influence of alcohol or drugs.

\_\_\_\_ I agree to obey all safety instructions issued by the New Eldorado III staff and crew.

\_\_\_\_ I understand scuba diving is a potentially dangerous activity and involves the risk of serious injury and/or death and/or property damage.

\_\_\_\_ I understand cage diving with sharks has additional, potentially dangerous hazards and involves the risk of serious injury and/or death and/or property damage.

\_\_\_\_ I understand that I am assuming the risk of serious injury and/or death and/or property damage.

\_\_\_\_ I understand traveling on a boat, even as an observer, is potentially dangerous and entails known and unanticipated risks.

\_\_\_\_ I agree to keep myself and all bodily parts within the cage while diving.

\_\_\_\_ I hereby release, waive and agree not to sue Incredible Adventures, Inc., Ocean Outreach Inc, New Eldorado III Sportfishing, divemasters, and their employees and agents; owners of the New Eldorado III, crew, employees, and their agents; from all liability relating to my participation in this activity; and for any and all loss or damage, and any other claim or demands therefore on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in shark diving and observation activities, whether caused by the negligence of the releasees or otherwise.

\_\_\_\_ I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume — and bear the costs of — all risks that may be created, directly or indirectly, by any such condition.

\_\_\_\_ I hereby assume full responsibility for any risk of bodily injury, death, or property damage, now and forever, arising out of or related to participation in this shark diving and/or shark viewing activity whether foreseen or unforeseen and whether caused by negligence of the Releasees or otherwise, I hereby separately agree to indemnify and 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 participation in this shark diving activity.

\_\_\_\_ I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

\_\_\_\_ I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Incredible Adventures, Inc., Ocean Outreach, Inc. Captain Edward Gallia and New Eldorado III Sportfishing from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Incredible Adventures, Inc., Ocean Outreach, Inc., New Eldorado III equipment or facilities, including any such claims which allege negligent acts or omissions of the four parties.

\_\_\_\_ I hereby agree that should Incredible Adventures, Inc, Ocean Outreach, Inc., New Eldorado III Sportfishing, or anyone acting on their behalf, be required to incur attorney's fees and costs I agree to indemnify and hold them harmless for all such fees and costs.

\_\_\_\_ In the event of a lawsuit or claim against Incredible Adventures, Inc., Ocean Outreach, Inc. and/or New Eldorado III Sportfishing, Captain Edward Gallia, I agree that such lawsuit may only be filed in arbitration in the American Arbitration Association. The location of such arbitration shall be Sarasota, Florida. The substantive law of Florida shall apply without regard to the conflict of law rules of Florida. I specifically waive my right to a jury trial. I understand that I am waiving my right to bring any claim against Incredible Adventures, Inc., Ocean Outreach Inc., and New Eldorado III Sportfishing in a court of law. I agree that in the event any portion of this Waiver and Release of Liability is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I understand that as a result of signing this Waiver and Release of Liability I may be found to have waived my right to maintain a lawsuit or claim against Incredible Adventures, Inc., Ocean Outreach, Inc., New Eldorado III for any claim released herein. I have had sufficient time and opportunity to read this document, have read and understood it and agree to all of the terms herein unconditionally and without reservation.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Please Print

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

## Policies and Considerations

### Incredible Adventures Inc & Ocean Outreach Inc - Great White Shark Adventure

**Health Considerations:** It is solely your responsibility to judge whether you are healthy enough to take part in this adventure and whether you want to assume the risks involved.

**Liability Considerations:** The activities in this adventure package are inherently dangerous and MAY INVOLVE THE RISK OF SERIOUS INJURY OR DEATH. You must read and sign the Release of Liability supplied by Incredible Adventures, Inc. / Ocean Outreach, Inc before being permitted to participate.

**Payment Terms:** Balance of package price is due in full at time of booking and is non-refundable. No reservations are confirmed without full payment. Incredible Adventures strongly recommends the purchase of travel insurance.

**Cancellations and Refunds:** Once a Great White Shark Adventure has been booked all money paid is non-refundable. In the event that Incredible Adventures, Inc./Ocean Outreach, Inc has to cancel the shark dive due to weather, sea conditions, mechanical failure, etc., a gift certificate will be issued, allowing the participant to return any time within a one year period, subject to date availability. This gift certificate is transferable. No cash refund will be given.

**Limitation of Liability:** Incredible Adventures / Ocean Outreach reserves the right to change the program's dates and itineraries as conditions warrant and may cancel an itinerary before departure for any reason, including too few participants. Should we have to cancel a program, we are not responsible for any expenses incurred in excess of the program's cost. You acknowledge that in all events Incredible Adventures, Inc. / Ocean Outreach shall not be liable for any consequential damages and that the sole extent of Incredible Adventures / Ocean Outreach liability shall never exceed the amount paid by you to Incredible Adventures, Inc./ Ocean Outreach.

**No Shark Guarantee:** We cannot guarantee you will see great white sharks. We will take you to the best places at the best time of year, on one of the best boats, with some of the best people. The rest is up to nature and beyond our control.

**Drug and Alcohol Policy:** You are not allowed to consume alcohol or any drug, pharmaceutical or substance which could negatively affect your ability, comprehension, reasoning, judgment, skill or coordination for a period of at least 8 hours before your dive(s). Violation of this rule may result in the non-refundable cancellation of your dive(s).

**Responsibility:** This Great White Shark Adventure has been arranged by Incredible Adventures, Inc. and Ocean Outreach, Inc. The suppliers providing your shark adventure are independent contractors and are not agents or employees of Incredible Adventures, Inc. By utilizing the services of our suppliers, you agree that Incredible Adventures, Inc. and Ocean Outreach shall not be held liable for any accident, loss, injury, to you or those traveling with you, in connection with any accommodations, transportation, or other services or relating directly or indirectly from any occurrences or conditions beyond their control, including defects in vehicles, breakdown in equipment, theft, strikes, delays, weather related or not, cancellations, or changes to itineraries or schedules. In the unlikely event that services are not available as stated, due to reasons beyond Incredible Adventures, Inc. / Ocean Outreach control, every effort will be made to provide services of equal standard and quality for your safety and enjoyment.

I have read, understand and agree to the above policies:

Printed Name: \_\_\_\_\_

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