

# DIVENCOUNTERS

GALAPAGOS • exceptional underwater adventures  
M/V GALAPAGOS SKY

## APPLICATION FORM

5805 Blue Lagoon Dr. Suite 160, Miami, Florida 33126 USA; TOLL FREE (877) 323 3483; TEL +1 305 262 3483; FAX +1 305 262 9609  
[info@galapagosky.com](mailto:info@galapagosky.com)

This completed Application Form and Liability Release is due at least 60 days prior to your cruise departure date. You will not be cleared to board the yacht without returning this completed document to our office. Please return to DivEncounters via fax, email or parcel post.

<b>Destination:</b>	<b>GALAPAGOS</b>	<b>Cruise Departure Date:</b>	
<b>Passport # &amp; Expiration:</b>		<b>Citizenship:</b>	
<b>Name:</b> (First/Last as on passport)		<b>Date of Birth (m-d-y):</b>	
<b>Address:</b>		<b>City/State:</b>	
<b>ZIP or Postal Code:</b>		<b>Country:</b>	
<b>Daytime Telephone:</b>		<b>Evening Telephone:</b>	
<b>Gender:</b>		<b>Occupation:</b>	
<b>Dietary Requests:</b>			
<b>Diving Accident Insurance Co. &amp; # (required):</b>		<b>Trip Insurance Provider &amp; #:</b> (Highly Recommended)	
<b>SCUBA Cert &amp; Card #:</b>		<b>Date/Location of Last Dive:</b>	

<b>Email Address:</b>	
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<b>Emergency Contact Information (Required)</b>	<b>Name:</b>		<b>Relationship:</b>	
	<b>Address:</b>		<b>Day Telephone:</b>	
	<b>Email:</b>		<b>Night Telephone:</b>	

<b>Travel Details</b>		<i>Date</i>	<i>Time</i>	<i>Airline</i>	<i>Flight Number/City</i>
	<b>Arrival Information:</b>				
	<b>Departure Information:</b>				
	<b>** Accommodation Information:</b>				

\*\* - For guests arriving early; please let us know where you will be staying prior to boarding, should a scheduling or flight departure change occur.

**Please summarize your diving experience, including approx. number of dives and types of diving (Current, tender, ocean etc.):**

**Equipment (include sizes required):**

**Do you have any medical history, condition, or physical impairment that DivEncounters should be aware of, or are you currently taking any prescription or other medication that may affect you directly or indirectly (via side effects) while participating in activities aboard or based from the vessel? No Yes** *Note: If yes, please describe in the space provided in the medication or condition and its effects, as well as what procedures must be followed by the crew should you fail to take your medication for any reason.*

### Booking Terms and Cancellation Guidelines

This application must be fully completed by each passenger, and the Liability Release signed. Return both documents to DivEncounters with your deposit payment within 10 days. Cancellations for individual reservations (groups excluded, please refer to group contract) must be received in writing, and are subject to the following fees: cancellations received over 90 days prior to departure are assessed a \$300 admin fee; for departures between 60 to 89 days prior to departure, Full Deposit is Forfeited; cancellations for departures less than 60 days prior to cruise departure Forfeit all monies paid to date. **The Assumption of Risk, Liability Release and Indemnity is an integral part of this application.**

Please Initial: \_\_\_\_\_

**Please make sure to review our Cruise Information Guide prior to travel; it contains valuable information, and explains how to contact the vessel should your travel plans be disrupted.**

WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT ("AGREEMENT"), FROM ME TO DIVENCOUNTERS, INC.

In consideration of being a passenger on a cruise operated or chartered by DivEncounters, Inc., and/or its principals, directors, officers, shareholders, employees, agents, affiliates, subsidiaries, parent entities, charterers, operators, and/or crew (collectively, "Releasees"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, for myself, and for my personal representatives, heirs, administrators, executors, successors, and assigns, I agree as follows:

I. MY REPRESENTATIONS TO RELEASEES:

1. At all times, I will exercise due care and caution, both on and off-board the vessel, both on land and at sea.
2. I will not bring or keep aboard the vessel any weapons, drugs, explosives, or any unlawful, controlled, dangerous or hazardous substances.
3. I will obey all crew instructions, boat rules, and governmental regulations. The Captain has the right to refuse me service or to remove me from the vessel, if my conduct, in his sole discretion, warrants same.
4. My equipment is in good order and operating condition. I will inspect my own equipment and I will notify the crew if any is not working properly. If I obtain equipment from Releasees, I will accept the equipment "as is," and will use same at my own risk.
5. I will be diving, swimming, observing, and/or photographing wild animals including sharks, in open water, with no protection, any one of which wild animals has the capability of inflicting serious bodily harm, injury, or death.
6. I will leave all land, water surface, and sub-surface sites undisturbed, and I will not damage, collect or remove any live animal, coral and/or items in or pertaining to shipwrecks, from their present environment or ecosystem, on pain of full financial liability therefore.
7. Releasees shall not be responsible for any local government restrictions or regulations, or costs associated with change in travel arrangements out of the Releasee's control. Releasees have no responsibility or liability for any of the acts or omissions of any public carriers, public accommodations or other third parties.
8. The vessel's itinerary(ies) are subject to change due to, among other things, weather, sea conditions, meteorological and geological conditions, wildlife issues, passenger safety and comfort, wars, strikes, riots, labor unrest, terrorist acts, Acts of God, strikes, political reasons, vessel seizure, or other local factors. If possible, Releasees may make substitutions or modifications. No refunds or credits will be given. If circumstances do not permit a charter, then, the Releasees, in their sole discretion, may cancel a cruise and refund the passenger's deposit.
9. I am physically fit and able to participate in all cruise and related activities. If I need first aid or medical attention, I authorize same.
10. Any and all statements in my Application are true and correct. I know that the Releasees are acting in reliance thereon.
11. I give Releasees the right to use and disclose my name, and photographs, videos, or other images of me, in any way Releasees deem fit, commercially or otherwise, and to copyright same as authors/owners.
12. I have been informed about and advised to purchase accident, baggage, dive accident, medical, and travel insurance.

II. MY ACKNOWLEDGMENT OF INHERENT RISKS & DANGERS:

I acknowledge that being a passenger may involve physical and mental stress, as well as inherently and potentially dangerous activities that pose the risk of property damage, bodily injury, illness, or death.

III. MY ASSUMPTION OF RISKS:

I assume, without limit, full risk and responsibility for any and all manner of bodily injuries, conditions, illnesses, death, or property damage, whether foreseen or unforeseen, and whether caused by accident, negligence, weather conditions, Acts of God, war, terrorism, or otherwise. I assume the risk of decompression sickness, embolism, hyperbaric and related injuries, and the risks of any evacuation or treatment(s). I agree to pay all expenses related to evacuation or treatment(s).

IV. MY WAIVER & RELEASE; COVENANT NOT TO SUE; INDEMNIFICATION:

I agree now and forever to release, discharge, waive and relinquish, in favor of Releasees, any and all claims, demands, or causes of action, whether foreseen or unforeseen, mature or premature, contingent or non-contingent, and whether caused by negligence of the Releasees, or otherwise. None of the Releasees shall be liable or responsible for any damages, injuries, or death caused to me, or damage to or loss or theft of my personal property. I covenant not to sue Releasees, or any of them. I agree to fully indemnify Releasees for any breach of said covenant.

V. CHOICE OF LAW, VENUE, JURISDICTION, & JURY WAIVER:

1. This AGREEMENT shall be governed and enforced under the laws of Ecuador, without regard to conflict of law principles.
2. Despite the foregoing prohibition against suing Releasees, in the event any lawsuit is filed against Releasees, such lawsuit must be adjudicated only in the courts of Ecuador, to the exclusion of all other courts. In any such lawsuit, any judgment(s) in favor of the Releasee(s), will entitle the Releasee(s) to recover reasonable attorneys' fees and all costs, from the party(ies) who sued. I unconditionally and irrevocably expressly agree to the exclusive and mandatory jurisdiction and venue of the Ecuadorian courts, and to the Ecuadorian courts' personal jurisdiction over me.
3. Any claim against any Releasee(s) must be presented, in writing, within 180 days from the date of the alleged accident, event, occurrence, or other basis for the claim, or else will be absolutely time-barred. Any lawsuit against Releasee(s) filed more than 270 days after the date of the alleged accident, event, occurrence, or other basis for the claim, will be absolutely time-barred.
4. I unconditionally and irrevocably waive my right to a jury trial.

VI. MISCELLANEOUS:

1. If any provision of this AGREEMENT is found to be illegal, unenforceable or invalid, the remaining provisions shall retain their validity.
2. I have had the benefit of counsel or have waived same. This AGREEMENT constitutes the entire agreement and supercedes all prior representations or understandings. This AGREEMENT shall not be more strictly construed against the drafter.
3. Headings used are for convenience only. Amendments must be approved by both parties. I cannot assign this AGREEMENT.
4. I read and understand English; I have read and I understand this entire AGREEMENT; I am aware of its legal consequences; I have signed it voluntarily; I am at least 18 years of age, and I am competent to sign this AGREEMENT (or, if not, my parent or legal guardian has signed on my behalf.). My signature below reflects my complete, knowing, and voluntary act.

PASSENGER

PARENT OR GUARDIAN

WITNESS:\*\*\*

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*All Guests must have a witness signature

BY SIGNING THIS DOCUMENT, I KNOW I AM WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE.

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