



# MASS Diving, Inc.

## Exotic Dive Travel

4 Walnut Lane Medway, MA 02053 (508) 651-0772

Website: [www.massdiving.com](http://www.massdiving.com) Email: [mark@massdiving.com](mailto:mark@massdiving.com)

## MASS Diving, Inc. Group Trip Application Form

Each applicant ("PARTICIPANT") must completely read, fill out, sign, and return this TRIP APPLICATION FORM ("APPLICATION") and the PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK (combined herein as "RELEASE"). Each PARTICIPANT must also submit the appropriate non-refundable deposit, along with the signed APPLICATION and RELEASE to apply for reserved space on the foregoing Destination/Activity. Since MASS Diving, Inc. (a Massachusetts trade name) and its cooperative destination incur unrecoverable charges preparing for these groups, monies cannot be returned if any cancellation by the PARTICIPANT occurs unless space is resold, which PARTICIPANT agrees is a fair liquidated damage for such cancellation. Changes to the APPLICATION and/or RELEASE are not allowed and are ineffective to alter the language contained in this document.

### **MASS Diving, Inc. PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK, AND TERMS OF USE OF SERVICES AND EQUIPMENT ("RELEASE") READ CAREFULLY BEFORE SIGNING!!**

Remoteness of areas, local custom, or prevailing weather conditions may cause substitution of facilities and/or equipment, minor or major inconveniences or modification to the diving, transportation, program itinerary, and all other activities ("ACTIVITIES") including all portions and related ACTIVITIES in the program itinerary. MASS Diving, Inc. reserves the right to modify and/or cancel diving arrangements due to unfavorable weather conditions and to substitute comparable equipment. No refunds can be made for canceled diving arrangements due to adverse weather, or for substitution of facilities and/or equipment or for services or goods provided in the itinerary should such services or goods not be utilized by tour members. All PARTICIPANTS agree to comply with the terms and/or regulations which MASS Diving, Inc. may prescribe during the course of the program. MASS Diving, Inc. reserves the right to deny any PARTICIPANT for any reason. Potential participants are free to not participate if they do not wish to assume all the risks described herein.

In consideration and exchange for allowing PARTICIPANT to engage in all ACTIVITIES associated with or provided by MASS Diving, Inc. PARTICIPANT agrees to ASSUME ALL RISKS, whether or not described herein, known or unknown, inherent or otherwise, associated with the PARTICIPANT'S participation in any ACTIVITY. Additionally, PARTICIPANT agrees NOT TO SUE MASS Diving, Inc. and/or their agents, owners, officers, volunteers, employees, insurers, affiliated organizations, representatives, assignees, directors, shareholders, related companies, and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as "RELEASED PARTY"). Further, PARTICIPANT agrees to HOLD HARMLESS AND INDENIFY and RELEASE MASS Diving, Inc. and/or all RELEASED PARTY from ANY AND ALL liability and/or claims for injury or death to persons or damage to property arising from PARTICIPANT'S engagement in any ACTIVITY, including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH of any express or implied warranty.

PARTICIPANT acknowledges that his or her participation in scuba diving, snorkeling, and water-related ACTIVITIES with its associated travel and related activities, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. PARTICIPANT agrees that that he or she understands all risks of ACTIVITIES and agrees to voluntarily assume all risks, including serious injuries including death from drowning and elects to participate in spite of the risks ("RISKS"). Should any RELEASED PARTY or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this APPLICATION, the PARTICIPANT agrees to indemnify and hold MASS Diving, Inc. and all RELEASED PARTIES harmless for all incurred attorney fees and costs. PARTICIPANT certifies that he or she has adequate insurance to cover any and all injuries and property damage that could or is caused or suffered while participating and PARTICIPANT agrees to bear the costs of such injury or damage by themselves. PARTICIPANT further certifies

that he or she is willing to assume the risk of any medical or physical conditions he or she may have. It is also understood that MASS Diving, Inc. has not purchased insurance that would cover individuals in case of accident, injury, death, or property damage.

PARTICIPANT also understands and agrees that an emergency medical situation may arise and hereby provide written authorization to MASS Diving, Inc. and its employees or representatives, to provide emergency medical care, or necessary evacuation, and agree to hold such parties harmless and indemnify them for any such action taken on behalf of the undersigned and the costs incurred thereof. The undersigned agrees that this Release of Liability also binds the spouse, family, heirs, and legal representatives of the undersigned.

MASS Diving, Inc. strongly recommends PARTICIPANT purchase travel insurance. PARTICIPANT who chooses to opt out of travel insurance will assume full responsibility for any financial loss due to any circumstances that may take place causing trip interruption or cancellation. MASS Diving, Inc. has not purchased travel insurance for PARTICIPANT.

**Initial One:** Purchased trip insurance: \_\_\_\_\_ Decline trip insurance: \_\_\_\_\_

It is understood that MASS Diving, Inc. is a Massachusetts Corporation and is independent of and has no business association, as partner, joint venturer, owner or otherwise, with any resort, hotel carrier, boat operator, or other person or firm furnishing any service or facility in connection with the subject travel program excluding Manthiri Liveaboard.

It is expressly understood and agreed that MASS Diving, Inc. assumes no responsibility or liability for service, transportation, or equipment made available by any resort, hotel, or other person, either as to its availability or as to its safety, quality or condition, nor for the acts of any employee or agent of such establishment. PARTICIPANT also understands and agrees that MASS Diving, Inc. does not by acceptance of this APPLICATION and PARTICIPANT, assume any responsibility or liability for the safety of any participating individual, particularly while such individual is engaged in underwater activities whether alone or in groups, under the supervision of a tour escort, or otherwise. The tour escort is not acting in the capacity of instructor unless specifically indicated.

Each of the undersigned further agree that in consideration of the price at which the said program is offered and conducted and other good and valuable consideration and in order to induce MASS Diving, Inc. to accept the PARTICIPANT under the age of majority, release MASS Diving, Inc. and all RELEASED PARTIES, its owners, operators, instructors, employees or other agents, from damages resulting from death or personal injuries, including loss of services which the undersigned may sustain on account of, or in connection with said program including ownership, maintenance, use or operation of any automobile, ship, airplane, boat, hotel or common carrier.

RELEASED PARTIES reserve the right to modify the terms of this APPLICATION at any time at its sole discretion and may post notice of such changes. If and when the APPLICATION is modified, PARTICIPANT will be subject to and bound by the terms of the modified APPLICATION, without further notice. RELEASED PARTIES reserve the right to terminate your participation in any activity at their sole discretion. PARTICIPANT is solely responsible for obtaining and maintaining all his or her equipment including hardware and software needed to participate in any ACTIVITY.

This APPLICATION shall be governed by the laws of the State of Massachusetts. In the event that litigation results from or arises out of this APPLICATION or the performance thereof, PARTICIPANT agrees to arbitration with a single arbitrator qualified by the American Arbitration Association. The Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, arbitration costs, and all other expenses, whether or not taxable by the arbitrator as costs, in addition to any other relief to which the prevailing Party may be entitled.

This APPLICATION is personal to the PARTICIPANT, and he or she agrees not to assign this APPLICATION or the rights and obligations thereunder to any third party or person. The provisions of the APPLICATION shall be binding upon and shall inure to the benefit of MASS Diving, Inc. and the RELEASED PARTIES, their permitted heirs, administrators, successors, and assigns. No waiver by either Party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this APPLICATION. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision, and such invalid term, clause, or provision shall be deemed to

be severed from the APPLICATION. The terms and obligations in the APPLICATION shall survive the termination of this APPLICATION.

## MASS Diving, Inc. Group Trip Application Information

PARTICIPANT certifies the statements made on the Application Information regarding experience are correct and PARTICIPANT understands that acceptance on this trip is predicated on PARTICIPANT'S presentation that he or she is physically fit to engage in ocean SCUBA diving and has had sufficient training to engage in ocean SCUBA diving and understands the risks involved and willingly assumes all risks whether foreseen or unforeseen.

Trip Destination:	
Trip Date:	
Passport Name:	
Passport Number:	
Passport Expiration Date:	
Date of Birth:	
Gender:	
Address:	
Email Address:	
Phone Number:	
DAN Member Number:	
DAN Medical Policy Level:	
Travel Insurance Agency & Policy Number:	
Emergency Contact Name & Number:	
Dietary Requirements & Allergies:	
Dive Training Agency, Level, Number:	
Number of Dives to Date:	Date of Last Dive:
Nitrox Certified Agency, Number:	
Equipment Rental Needs:	
Comments, Notes, Special Requests:	



**By checking this box, the undersigned PARTICIPANT confirms that they have carefully read the foregoing RELEASE OF LIABILITY and all information and conditions contained in this APPLICATION hereof and agree to all those terms and conditions.**

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_