

Lust 4 Rust TRIP BOOKING FORM DETAILS

Date and Location of trip being booked: _____

NAME OF DIVER: _____ **DOB:** _____

Full Contact Address: _____

Email: _____ (Mob) _____

Contact numbers: _____

Signature: _____
(by signing this form you agree to all the booking conditions)

Next of Kin of diver: _____

Full Contact Address: _____

Email: _____

Contact Numbers: (H) _____ (Mob) _____

DAN INSURANCE # _____ N/A if in NZ _____ (exp) _____

TYPE OF POLICY: _____ N/A if in NZ _____

HIGHEST CERTIFICATION: _____ (hours experience at this level) _____

CERT CARD #: _____ Training Agency: _____

NOTE: Please indicate your highest level of certification and include a photocopy or scan of the front and back of your certification card. Rebreather CCR cards with highest level of qualification would be appreciated..

TOTAL DIVING exp in HOURS: _____

(OPEN CIRCUIT) OR (CLOSED CIRCUIT) _____

(Please specify what breather you are using please.)

Gear Needed: Breather TANK SIZE: _____ (3L) _____ (2L) _____ (isolator manifold twins) _____

Tanks that you require: _____

AMOUNT OF SORB: _____ Kg

Additional Gear needs: _____

Please note that hireage costs will be incurred unless previously agreed. If you are completely self sufficient then just put NO gear needed.!

LIABILITY RELEASE AND EXPRESS ASSUMPTIONS OF RISK FOR DIVING

THIS IS A RELEASE OF YOUR RIGHTS TO SUE PETE MESLEY, AND/OR ANY OF THEIR EMPLOYEES, AGENTS AND ASSIGNS, AND ANY ENTITY FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING YOUR FORTHCOMING DIVE ACTIVITIES AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA (OR CCR) DIVING/SNORKELING AND THE UNIQUE ENVIRONMENT.

Please place your initials next to each of the following sections:

_____ 1. I acknowledge that I am a certified scuba Diver or CCR diver. My Highest certification level is

agency name

card #

date certified

NOTE: Please indicate your highest level of certification and include a photocopy of the front and back of your certification card. Rebreather divers - CCR cards with highest level of qualification would be appreciated..

_____ 2. I have _____ hours of diving experience on the above certification level. Total amount of hours of diving is _____.

_____ 3. I carry adequate Diving insurance (to non NZ residents) to handle any medical problems I may develop in connection with my upcoming dive and stay at.

_____ 4. I understand that diving with compressed air or mixed gases (or on a Rebreather) involves certain inherent risks, including decompression sickness, embolism, Oxygen Toxicity, or other hyperbaric injuries. I further understand that even though I follow all of the appropriate dive practices, there is still some risk of sustaining these injuries, and I expressly assume the risk and responsibility of said injuries.

_____ 5. I certify that I am in good physical and mental health and any health concerns have been addressed by visiting a diving medical professional rendering me fit to dive.

_____ 6. If I suspect that I have DCS I will immediately inform the dive supervisor or tour leader.

_____ 7. I understand that I will always dive safe, not put myself or others at risk. If I do put myself or other people at risk I will not be able to continue diving with this group.

_____ 8. I understand that scuba (and CCR) diving are physically strenuous activities and that I will be exerting myself during my diving activities. If I am injured as a result of a heart attack, panic attack, hyperventilation or other injury/illness related to diving, I expressly assume the risk of all said injuries.

_____ 9. I understand that safe practices for scuba (or CCR) diving include but are not limited to the following:

- a) I will **not** scuba (or CCR) dive while under the influence of alcohol, drugs and/or any other controlled substance.
- b) I will **not** dive alone or with a person whom I have not thoroughly discussed the dive plan. Each of us will review one another's diving equipment and emergency procedures before each dive.
- c) I will dive with a buoyancy control device that has a power inflation system, a depth gauge, a submersible pressure gauge and a timing device.
- d) I will adjust weights to maintain neutral buoyancy with no air in my buoyancy control device at the surface of the water and position weights to keep the quick-release buckle centered and accessible at all times.
- e) I will **not** dive in conditions I which I do not feel comfortable or that I believe exceed my physical abilities, overhead environments and other dangerous environments.
- f) I will surface with at least 30-50 bar in my air tank (DIL) and no less than 30 bar of O2 and will not stay underwater until my gas supply has exhausted.
- g) I am proficient with the use of a dive table and/or a dive computer and (or) can plan extended decompression dives if appropriately trained.
- h) I understand that the boat captain and dive supervisor (s) will make the final selection of dive location, based upon the weather conditions, and I will abide by their selection.

- i) (For CCR divers only) I will **not** exceed the single maximum CNS dose or daily dose both with CNS or OTU and if levels exceed 100% you will be required to stand down for 12 hours
- J) (For CCR divers only) I will **not** dive if my rebreather is faulty or shows (but not limited to) cell failure, Low battery, controller problems before the dive and if I have any failures I will end the dive immediately.

_____ 10. I state that I am at least twenty-one (21) years of age and legally competent to sign this Liability Release and Express Assumption of Risk.

_____ 11. I understand that this Liability Release and Express Assumption of Risk constitutes a contract between myself and the released parties listed above and that I have signed this document of my own free will

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF, AND HEIRS AND MY ESTATE.

Signature of diver: _____ Date _____

Printed name of diver: _____ **DOB:** _____

PAYMENT OPTIONS

These are the payment options for the land based diving and accommodation only. Sorb and rebreather tank hire need to be paid directly do Pete Mesley in truk in US\$. A deposit of \$500us is needed to be paid to secure your spot on the trip. Obviously due to limited amounts of breather tanks the sooner you make your booking the more likely you are able to have the exact gear you need. You can choose to pay the full fee in one payment to reduce added expense of bank fees for transfers. If for any reason you cannot make the trip then you will ONLY lose your \$500us deposit. The remainder will FULLY be credited back to you

OPTION #1

Your contact details

Bank account details: Account name: Pete Mesley t/a Dive T.E.C.
Bank: BNZ (Bank of New Zealand)
Branch: Manukau City Centre,
Address: Great South Rd, Manukau, Auckland
Account number: 020 191 0189116 00

Please can you put your surname and trip you are booking onto in the reference field.

Credit Card Payment details: At this stage if you wish to pay by credit card then this will be done through PAYPAL. Please note that any associated fees will need to be covered by you. Please contact us if you would like to use this option.

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Booking Conditions

THE CONTRACT

The person who signs the booking form does so on behalf of all the individuals included on it, such that all are bound by the booking conditions. They accept these conditions on behalf of himself or herself and all other named persons on the Booking Form and represents that he or she is authorised to accept these conditions on behalf of such others. All persons named on the Booking Form, or if only one person is named, are hereafter referred to as "you".

All tours and activities described in our marketing materials and tour itineraries will hereafter be referred to as "tours". All bookings are made with Pete Mesleys "Lust for Rust" Dive Excursions, hereafter referred to as the "company", "we" or "us". No variation of these conditions may be made unless this is done in writing by a director of the company.

PAYMENTS

A non-refundable deposit of at least \$250nz (or prior agreed upon amount) is required and should accompany the completed booking form. We will confirm our acceptance of your booking via email, and it is at the time we send out this confirmation that a contract comes into existence between us. The balance of the tour price is due 10 weeks prior to your departure date. Should this final payment fail to reach us by the date specified, we reserve the right to treat the booking as cancelled. If a booking is made 10 weeks or less prior to the departure date then the full amount is payable on booking.

CANCELLATIONS

Any cancellation by you must be made in writing (via email is fine) and is effective from the date of physical receipt by us. The date on which the letter is received by us or our agents will determine the cancellation charges applicable. If you cancel your spot on our trip less than 10 weeks before we depart then you will lose 100% of your deposit. If you (or us) can find a replacement to take your place on the trip then it will be at our discretion that we can forward your deposit onto another trip in the future.

If we have to cancel your trip before the date of departure, due to circumstances beyond our control, you will have the choice of taking an alternative trip (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure and a pro rata refund for the cost of the remainder of your holiday.

TRIP PRICES

Prices quoted by us are based on exchange rates and costs applicable at the time of quoting, but are not fixed until your booking is confirmed by us. Surcharges may be imposed to cover unforeseen cost increases, or the exchange rates applied to the particular tour. If this means paying a surcharge of more than 10% of the tour price you will be entitled to cancel your tour with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 10 days of the date of the invoice.

TRIP CHANGES BY US

If we have to alter your tour before departure, any change will be either major or minor. Where a change is a minor change, we will if practicable, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor change is any change apart from a major change as defined below. When a change is a major change (and a major change is an alteration to your outward or return flight time by more than 12 hours), we will advise you as soon as reasonably possible. You will then have the choice of accepting the change, taking an alternative tour (and where this is of a lower price we will refund the difference), or

withdrawing from the contract and accepting a full refund of all monies paid.

We reserve the right to change any published prices, service or other particulars at any time before we enter into contract with you. If there is any change, we will notify you before we enter into such contract.

SPECIAL REQUESTS

If you have special requests, you should inform us of such requests prior to departure. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met.

ITINERARIES

Dive T.E.C. is not an ordinary travel operator. The type of travel we offer requires flexibility and must allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of the company. The final decision on the itinerary and conduct of any tour will be taken by us in the interests of the group/or clients as a whole. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness or medical breakdown, flight cancellations, strikes, climate and other unpredictable or unforeseeable circumstances.

RISK

At all times the decision of our tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. You must at all times strictly comply with all laws, customs, foreign exchange and drug regulations. Should you fail to do so then you may be ordered to leave the tour without recourse to any refund and without any legal claim against the company.

TRAVEL INSURANCE

It is essential that all passengers are covered by insurance before setting out on holiday. This insurance must cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience. When obtaining travel insurance from a source other than us you must ensure that the insurer is aware of the type of travel to be undertaken.

ALSO it is MANTITORY that you have DAN master plan insurance (or equivalent) if you are not a NZ resident.

DISCHARGE OF LIABILITY

You acknowledge that the nature of travel and activities undertaken while traveling is adventurous and that as such tours and activities undertaken may involve a significant amount of personal risk. These include injury, disease, loss or damage to property, inconvenience, and discomfort. You further acknowledge that you are fully aware of the risks of injury associated with your participation in these various activities and agree to voluntarily assume such risk of injury.

It is a fundamental condition of this contract between us and you that to the extent permitted by law you discharge us (including but not limited to our directors, employees, contractors, suppliers and agents) from any liability for any damage, death or injury to person or property whatsoever arising out of or incidental to your tour, whether or not such damage or personal injury is caused or contributed to by us. You also agree to make no claim against us arising out of the tour and further agree that no third party may make a claim through you or on your behalf.

You will also be required to agree to and sign our diving Liability release forms.

Where you do **not** suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with us not be as described in the itinerary and not be of a reasonable standard, and, subject to the conditions below, will refund to you an amount equal to the net cost of that activity. Any sums received by you as well as the cost of any alternative arrangements made for you will be deducted from any sum paid to you as compensation by us.

We accept liability in accordance with the statements above except where the cause of the failure in your tour arrangements is not due to any fault on our part or that of our servants, agents or suppliers, and is your own fault or choice, or the actions of someone unconnected with your tour arrangements or due to unusual or unforeseeable circumstances which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due care.

Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in this agreement.

COMPLAINTS

If you have a complaint whilst on your tour you must inform us and any relevant supplier immediately. Matters can be most easily sorted out for you on the spot whilst you are on your tour. We must further request that you make the complaint known to us in detail in writing within 28 days of your tour's scheduled completion and we will do our best to reach a settlement with you.

TRAVEL DOCUMENTS

You must be in possession of a valid passport, visas, permits and certificates as may be required for the tour. It is your sole responsibility to make sure that you have all necessary visas, health requirements for your entire journey, including transit visas where required. We do not accept responsibility for changes in regulations for visas or any particular requirements for visas and will not be held responsible for your failure to obtain the necessary visas. Any information and advice given by us on visas, vaccinations, climate, clothing, baggage, etc. is given in good faith.

EXPERIENCE, LICENCES AND CERTIFICATIONS

Certain activities require a minimum level of experience in order to participate and we expect you to be honest with us in assessing your level of fitness and abilities. Where applicable we will advise you of these requirements in good faith. You accept full responsibility for ensuring you have the relevant experience, licenses and certifications required to participate in these activities and carry documents to that effect. You also agree to not hold us responsible for refusal to carry by us, our agents or suppliers due to your lack of documentary evidence or insufficient experience, licenses or certification.

EQUIPMENT AGREEMENT

You agree to reimburse us or our suppliers for any damage, loss of equipment whilst in your care.

MEDICAL STATEMENT

By agreeing to these booking conditions you confirm that you are in good health for the activities which you are undertaking and have advised fully any medical history of heart or lung disorders, asthma or epilepsy, or insulin or drug dependency. You agree that you will not participate in activities if you are feeling unwell or undertake any diving activities if you have a chest cold or respiratory congestion while on the tour. You further understand that if you have any medical condition contrary to these requirements that you must produce a diving medical certificate completed by a diving medical specialist.

WITHDRAWAL OF SERVICES

We reserve the right to withdraw services and expel from any tour any person who is causing risk to themselves or the environment. In the event that this occurs, you agree that you will not be entitled to a refund of any sort and that you will be fully responsible for your travel arrangements from the point of expulsion.

LEGAL JURISTITION

By signing this booking form you are agreeing to accept all the above conditions, and we agree to operate your tour in the way stated by us. Your contract with us and any matters arising from it shall be exclusively subject to New Zealand law and to the exclusive jurisdiction of the Courts of New Zealand.