



Your contract is with Smile Divers LLC 14889 Duquette Ave NE, Hartville, OH, USA. These booking conditions, together with our privacy policy, additional information regarding airline tickets, suppliers' terms and conditions and any written information we brought to your attention before we confirmed your booking, establish the conditions of the contract between you and Smile Divers LLC and our contractual commitments to each other. The clients' acceptance of verbal or written confirmation, and/or a deposit or final payment made for services, constitutes clear and binding acceptance of these Terms and Conditions. Please note that in all transactions, Smile Divers LLC is acting as an agent or agency. We are not the principle or supplier of any element of your arrangements.

You acknowledge and agree that we may change these terms and conditions from time to time and that those changes become effective immediately. You agree to be bound by the terms and conditions that are in effect at the time of your travel or cancellation, whichever applies. Your continued use of our services after any changes constitutes acceptance of said changes. You agree that it is your responsibility to be familiar with these terms and conditions and to check back from time to time for any changes.

Please read them carefully, print or store electronically and keep with your travel documents.

Definitions

- (a) References within the booking conditions to "departure dates" means the date the services we have agreed to provide commence.
- (b) The references to "you" and "your" means the persons named in the booking (including any person or persons added or substituted subsequently).
- (c) We" "Us" and "Our" means Smile Divers LLC Smile Divers LLC is and acts in the capacity of a third-party agent.
- (d) References to "arrangements", "travel arrangements", "holiday", "trip", "package", "tour", "vacation" or "arrangements" mean the services we have agreed to provide to or provide you with under your booking with us.
- (e) References to "Suppliers" include hotels, liveaboards, dive operators, tour guides, tour operators, airlines, transportation companies and any other third parties we contract on your behalf to make up your travel arrangements.



1. Your Contract

1.1 A contract will exist as soon as we issue a booking confirmation invoice to you or your travel representative. The contract is made in the terms of these booking conditions, which are governed by the laws of the State of Ohio without regard for conflicts of law principles, and the jurisdiction of the town of Hartville, in the county of Stark, in the state of Ohio, USA. All guest claims must be submitted in writing and received by Smile Divers LLC no later than fourteen (14) days after the completion of the Smile Divers LLC Tour. Guest claims not submitted and received within this time shall be deemed waived and barred.

1.2 Once you have received your booking confirmation invoice please check this carefully together with all other documents, we or your travel representative have sent to you. If any of the information contained within any of these documents is incorrect or incomplete, please notify us immediately in writing as it may not be possible to make later changes to it. Travel documents must contain your full LEGAL name. We cannot accept any liability if we are not notified of any inaccuracies within 24 hours of issue of the booking confirmation invoice to you.

1.3 We reserve the right to refuse to accept bookings at our absolute discretion without stating the reason for doing so.

No reservations are confirmed until proper payment is received. Smile Divers LLC shall have no obligation and provide no confirmation of any reservation until the deposit is actually received.

2. Special Requests

If you have a special request, please advise us or your travel representative at the time of booking. We cannot guarantee that the request will be met and any failure to do so will not be a breach of contract on our part. Confirmation that a request has been noted will be included on your booking confirmation invoice or upon the acknowledgment of booking. We are unable to accept bookings which are conditional upon a special request being met and these will be treated by us as a standard booking. Suppliers may charge additional fees for such requests. Any additional fees will be at your expense.

3. Trip Price

3.1 Prices in the travel industry are in a constant state of flux. While we do our utmost to maintain stability and accuracy in pricing, all prices are subject to change without notice. We reserve the right to alter the prices of any of the trips shown on our website. You will be advised of the current price of the vacation you wish to book before your contract is confirmed.



3.2 Unless stated otherwise, the price of your trip includes each and all of the component parts described within your booking confirmation invoice. Nothing additional.

3.3 Not included in the price of your trip is airfare, travel insurance, baggage charges, local taxes, marine park and nature fees, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your travel arrangements.

3.4 Unless otherwise stated, all trips, not including airfare arrangements, require:

(a) Since the operation of adventure travel requires extensive long-term planning, costs are incurred long before the actual departure date. A minimum non-refundable deposit of \$300 per person upon receipt of official confirmation.

(b) Balance must be paid no later than 90 days prior to departure and is automatically non-refundable. If your selected arrangements require any different amounts or time frames, you will be notified at the time of your booking request and terms will be listed on the invoice.

3.5 Unless otherwise stated, all prices shown are per person. The balance of the price of your trip must be paid by the date shown in your booking confirmation invoice which will usually be 90 days before your departure date, unless otherwise stated. All payments made are automatically non-refundable.

3.6 You must make payments on time and in accordance with the directions we provide. If the deposit and/or the balance is not paid in time we reserve the right to consider the trip cancelled by you and we shall cancel your trip without notice, and cancellation charges will apply. If the balance is not paid in time, we shall retain the deposit. If you are booking a trip 90 days or less before the departure date the full cost is payable at the time of booking.

3.7 In the event that transportation or liveaboards are purchased from Smile Divers LLC, even when the base fare is guaranteed, passengers are subject to any and all tax/fuel and surcharge increases imposed by service provider at time of ticketing and/or at time of travel. Changes in the cost of the following mean that the price of your travel arrangements may change after you have booked. Costs that may increase even once travel has begun without notice include:

(a) The price of transportation resulting from the cost of fuel or other power sources.

(b) The level of taxes or fees applicable to the trip imposed by third parties not directly involved in the performance of your trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports. or:

(c) The exchange rates relevant to your package.



3.8 The terms on your invoice override these payment and cancellation terms. If no specific terms are listed, the above payment and cancellation terms apply.

3.9 While we prefer payment through Zelle (smiledivers@yahoo.com) and personal check, we do accept major credit cards including Visa, Mastercard, American Express and Discover for an additional convenience fee of 3%. International payments could utilize this same credit card payment method and will be subject to the same 3% convenience fee. If necessary, we could arrange for an ACH or International Wire Transfer. Any associated fees would be the responsibility of the payer.

Participants must provide to us a signed charge authorization agreement or click authorization for every transaction for your trip. Your payment authorization or furnishing of payment by any method is a binding agreement for us to charge your card or debit your account and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. In the event a Participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of Smile Divers LLC, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney and administrative fees.

4. If You Change Your Booking

4.1 If, after we have issued a booking confirmation invoice to you, you wish to change your travel arrangements, we will do our best to make these changes, although it may not always be possible to do so. All changes will be subject to the terms and conditions of the suppliers. Your request to change your booking must be made in writing by the party leader. You will be asked to pay an administration charge of \$200 and any further costs we may incur in making this alteration in addition to the supplier's penalties. When changing your travel arrangements, the price will be based on the price applied on the date you make the change. The price may not be the same as when you first made your booking.

4.2 Any discount you received when you made your original booking may be altered or reduced when changes are made if this discount had subsequently been altered, reduced or withdrawn.

4.3 If you have paid accommodation supplements and the number of people in your accommodation changes you may have to pay extra.

5. If You Cancel Your Booking



5.1 As described above, Smile Divers LLC is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which apply to your booking. If you, or any member of your party, cancel your travel arrangements at any time, written notification from the person who made the booking must be received by email at sharkbud@roadrunner.com. Upon receipt, Smile Divers LLC will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not Smile Divers LLC. Generally, flight tickets, hotel reservations and other items provided for travel cannot be refunded if they are partially used. We are not responsible for a supplier's failure to pay a refund.

5.2 In addition to any terms of our suppliers, any refund will be at our sole discretion, but will at any rate be subject to the following:

(a) Unless otherwise noted, all deposits, balances and interim payments are automatically non-refundable.

(b) All cancellations more than 90 days prior to departure are also subject to a \$200 service fee per person, and less than 90 days are subject to a \$500 service fee per person.

5.3 No refunds, credits, rain checks or transfer of any unused portion of the trip is permitted.

6. If We Change or Cancel Your Booking

6.1 Once your booking has been confirmed we will make every effort to provide you with the booked travel arrangements. Occasionally, it may be necessary to amend or cancel whole or part of your trip. We will notify you or your travel representative of any alteration or cancellation as soon as we reasonably can. We will not be responsible for and will make no refund for cancellations due to events beyond our control as provided for in clause seven below. Any refunds that we are able to secure on your behalf will be subject to costs incurred for the original booking plus \$200 per person administrative charge.

6.2 Independent travel arrangements (e.g., flights, airport parking, car hire, etc.) that you may arrange separately do not form part of our contract with you. Should we need to make changes to your travel arrangements, we will not be liable for any amendment or any cancellation charges or subsequent costs incurred by you in respect of any such independent travel arrangements.

7. Events Beyond Our Control



Please note that compensation will not be payable and we will accept no liability or responsibility financially or otherwise where:

(a) We are constrained to make a significant change or cancel your booking as a result of unusual and unforeseeable circumstances beyond our control. These circumstances will usually include but are not limited to, war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, any failure to secure flying rights, natural and nuclear disaster, fire, epidemics, health risks and pandemics, quarantine, medical or customs or immigration regulation, delay, or cancellation, government restrictions, decisions, and unavoidable and unforeseeable technical problems with transport reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, changes in local laws and any other similar events; or:

(b) We are constrained to cancel your booking because the minimum numbers of booking required have not been reached and we have notified you within the time periods specified at section (8) of these booking conditions; or:

(c) We cancel as a result of your failure to comply with any of the requirements of these booking conditions entitling us to cancel; or:

(d) We make a significant change or cancel your arrangements more than 95 days before departure; or:

(e) Where the change or cancellation by us arises out of alterations to the confirmed:

(f) Schedule changes or cancellations made by our suppliers including airlines, dive operations and other transportation companies regardless of the reason for the change and whether or not it was within in their control.

We strongly recommend you carry travel protection and dive accident insurances to protect yourself and your financial investment. Please see item 15 for more information.

8. Minimum Numbers

Some of the travel arrangements shown on our website can only be operated if there is sufficient demand for the same and a sufficient number of people book these travel packages. If there is insufficient demand on subsequent confirmed bookings, we have the right to cancel the travel arrangements in question. If we have to do so, we will notify you as soon as possible. In this situation, you will then have the choice of accepting an alternative travel arrangement of equivalent or closely similar standard if available. The cost of any alternative offer will be our selling price at the time of change. If the alternative is cheaper,



we will refund you the difference. If the alternative is more expensive, you have the option to pay the difference or cancel your trip.

When we cancel for lack of numbers in accordance with this paragraph no compensation or other amounts (for example, the cost of any connected travel arrangements you have made either with us or independently) will be payable. In the unlikely event that we do need to cancel your trip for the reason of lack of numbers, we will give you at least 48 hours' notice of any cancellation.

9. Liability

9.1 We will not be liable for any failure in the performance of our contract with you if this is due to:

- (a) The fault of yourself and/or another member of your party.
- (b) A third party, whether connected or unconnected with the provision of the travel arrangements and where failure is unforeseeable or unavoidable.
- (c) Unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.
- (d) An event which neither we nor our suppliers, even with all due care, could have foreseen or forestalled.

9.2 We will not accept responsibility, financial or otherwise for any services which do not form part of your contract with us. These may include any excursion purchased during the course of your holiday and any additional services or facilities which we have not agreed to arrange or provide as part of our contract with you.

9.3 You must inform us, without undue delay, taking into account the circumstances of the case, of any lack of conformity which you perceive during the performance of a travel service included in your package travel contract.

10. Assistance by Us During the Course of Your Booking

10.1 Should you have any complaints about an aspect of your trip arrangements when traveling, you must inform the local representative or supplier involved immediately. Most problems can easily be dealt with on the spot. Please note if you do not report a problem or complaint which, if it had been reported at the time it occurred could have been resolved there and then, we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client traveling internationally to be reasonably resourceful if things go wrong. If your complaint is not resolved then you must repeat your complaint in writing within 14 days of the end of your travel arrangements with us by writing to us at our



Registered Office or emailing us at reservations@deepblueadventures.com. You must provide any booking reference and all other relevant information to enable us to fully investigate your complaint. Our customer service team will work with you towards resolution but may request additional information from you, so please make sure that you save any pertinent documents. Resolution may take 60 days or longer. Complaints regarding accommodations or airfare must be addressed directly with the supplier. Nothing in this paragraph should be construed as a promise by Smile Divers LLC to settle or refund any money to you. Any complaints which are not made in accordance with this procedure we are unable to accept liability and reserve the right to not pursue further.

10.2 If you or any member of your party suffers during the course of your trip any difficulty as a result of any activity which does not form part of your contracted travel arrangements, you acknowledge that your only remedy is with the supplier of the optional activity. Smile Divers LLC has no liability for and cannot assist you in matters with suppliers of optional activities.

11. Passport, Visa, Documentation, Immigration and Health Requirements

11.1 Information provided by our specialists is given on good faith only – documentation requirements are subject to change. It is your own responsibility to confirm your documentation status. This includes travel documents required to enter or exit a country and necessary vaccinations. It is also your responsibility to provide accurate information regarding legal names for airline tickets and ensuring that they match your travel documents prior to requesting airline tickets, travel arrangements or other services be arranged and again after issuance. All penalties for changes made due to incorrect names or other personal information is the responsibility of the passenger.

11.2 You must carry valid proof of citizenship and proper identification (at minimum a current Passport). Many destinations also require in addition visas, vaccinations and more. As it is a common requirement in many countries, Smile Divers LLC strongly advises passengers not to travel with less than 6 months remaining on their passport from their return date. If you are traveling with children, some countries require specific travel permissions from both birth parents. Since proof varies with each country, you must check requirements for each specific destination at time of booking, periodically leading up to your trip and prior to departure. Without proper identification, a passport and necessary visas, you will not be permitted to depart.

11.3 The passport and visa requirements of yourself and your party, together with any other immigration requirements, are your responsibility and you should check these with the relevant embassies and/or consulates prior to travel. We do not accept any responsibility if



you cannot travel if you have not complied with the relevant requirements in force prior to and at the time of travel.

11.4 It is also your responsibility to check all compulsory and recommended health requirements, including vaccinations and test results, prior to travel and to ensure that you are in receipt of all and any necessary vaccination certificates and other health documentation. The costs of obtaining any such documentation are your responsibility and we are unable to accept any responsibility or liability if your travel arrangements are affected as a result of the failure to do so by yourself or any member of your party.

11.5 It is your responsibility to check with the CDC and your doctor for additional health requirements, recommendations and warnings.

11.6 We do not accept any responsibility if you cannot travel if you have not complied with the relevant requirements in force when booking your trip, prior to and at the time of travel or in the event that the laws, and/or requirements and/or warnings have changed and/or you do not meet them. We will not be liable for any losses or costs incurred as a result of being unable to travel and/or being denied entry/exit into a country because you do not meet these requirements.

11.7 Should you cancel or change your arrangements in any way simply because you are no longer comfortable with and/or no longer meet new requirements and/or advisories for your destination, full penalties, cancellation charges and administration fees will apply in addition to any costs incurred by us due to your cancellation.

11.8 All persons participating in dive-related activities must have a current, valid scuba certification card issued by an internationally recognized SCUBA diving certification association acceptable to Smile Divers LLC and our operators.

11.9 You must provide us with full details of any existing medical condition, allergy or disability that may affect your travel arrangements (including, in particular, any accommodation requirements) at the time of your booking. If in our reasonable opinion your chosen travel arrangements are not suitable for your medical problem or disability or you are not traveling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking. If you do not give us full details of your medical problem or disability, we can also cancel the booking when we find out full details if in our reasonable opinion, the travel arrangements are not suitable or you are not traveling with someone who can provide all assistance reasonably required. If we cancel your booking as a result of this, the cancellation charges set out in item 5 above will apply.

11.10 If we are required or asked to reissue tickets that have been lost, destroyed or stolen or issued with errors using information inaccurately provided by you and we agree to do so,



any charges incurred as a result of this will be payable by you plus a \$200 per person administration fee.

12. Denied Boarding Regulations and Transportation Delays

12.1 If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airlines, you must pursue the airline directly for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact that a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations.

12.2 The airlines usually will not compensate for missed connections, unused portions of your and/or loss of your entire vacation or additional costs incurred as a result of their delay, cancellation or schedule change. Smile Divers LLC and its suppliers, are not responsible, does not accept any liability or will be held accountable for these losses or costs.

12.3 Unfortunately, flight or other transport delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the carrier concerned should provide refreshments when and where appropriate. We are generally not in a position to provide any assistance in the event of flight or other transportation delays and cannot accept any liability except where expressly stated in these Booking Conditions.

12.4 Due to the above, we strongly recommend travel insurance and our representatives will be glad to furnish a quote upon request. Please see section 15 regarding travel insurance for more details.

13. Health & Fitness

13.1 Activities within our trips may require a certain degree of physical fitness. It is your responsibility to ensure that you have the levels of fitness required for any activity you choose to participate in. If you are in any doubt, please consult your doctor before booking and/or departure. We, and those retained by us to supervise any activities, retain the discretion at any time to decline to allow you to participate in any activity, if we reasonably believe that in the interests of your health and/or the safety and well-being of others, you



should not do so. In such circumstances, we shall not be liable for any losses or compensation arising and no refund will be provided.

13.2 You must provide us with full details of any existing medical or physical problems, (including unusual height or weight) allergies or disability that may apply to you or any member of your group and which is likely to affect your ability to take part in some or all of the activities forming part of your trip (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If, in our reasonable opinion, any particular activities or arrangements are not suitable for the medical or physical problems or disability or you are not traveling with someone who can provide all the assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain activities, in which event we shall not be liable for any losses or compensation arising. Any accommodations provided will be at the sole expense of the guest requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

If a group meal is planned for this trip, please notify us at the time of booking if any Participant has any allergy and food limitation(s). We will request accommodations for Participants with food allergies from food service providers but Smile Divers LLC cannot guarantee the result and is not responsible for food prepared by Third Parties.

13.3 If you do not give us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to any existing medical or physical problem or disability and/or any new medical or physical problem or disability that arises after booking then we can also cancel the booking when we find out the full details if, in our reasonable opinion, the arrangements are not suitable in the circumstances. If we cancel in this situation, all cancellation charges, penalties and additional costs incurred by yourself or travel companions must be paid by the person concerned.

13.4 For the safety of our guests, Smile Divers LLC reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

14. Diving Experience & Acceptance of Risk

14.1 Diving, together with any other activity you may take part in during the course of your trip with us can involve an element of personal risk. Water sports and water-based activities, including diving can sometimes be hazardous and involve a risk of death or personal injury. Risks and dangers are inherent in any enterprise involving travel and



outdoor activity. These include, but are not limited to the hazards of scuba diving and snorkeling including risks associated with equipment failure, perils of the sea, as well as acts of fellow divers which could result in you serious injury or death; diving with compressed air involves certain risks and injuries that can occur including decompression sickness, embolism, other hyperbaric/air expansion injury, oxygen toxicity and/or improper mixtures of breathing gas which require treatment in a recompression chamber or other facility which may require a great distance of travel; hazards of travel by boat, train, automobile, aircraft and other means of conveyance, animal interactions, interactions with sea life and plant life; forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects, and acts of national and local governments and unrest and acts of others against governments; your own negligence, or the negligence of others, including employees of Smile Divers LLC, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of Smile Divers LLC who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided, and you assume all such risks. There may be other risks and social and economic losses either not known to you or not readily foreseeable at this time. You understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. These risks are not an exhaustive list but are examples of many kinds of risks.

You specifically confirm that you are aware of and familiar with the hazards that could be related to your participation in this trip, which activities could include, but not be limited to the activities mentioned above. and you, fully accept and assume all responsibility for personal injuries, losses, damages, costs and expenses you may suffer or incur as a result of my participation in the activity.

You hereby release and hold harmless Smile Divers LLC, its owners, members, representatives, employees, agents and assigns (collectively Smile Divers LLC), with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise. Furthermore, without limitation, Smile Divers LLC is not responsible for any injury, loss, or damage to person or property, illness, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or Force Majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, Pandemics and epidemics, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, you agree that this release shall be legally binding upon you personally, all members of your family and all



minors traveling with you, you and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Smile Divers LLC from any and all liabilities to the maximum extent permitted by law.

The client also agrees and realizes that an emergency medical situation may arise and hereby provides authorization to Smile Divers LLC and its employees or representatives, to provide emergency medical care, or necessary evacuation, and agrees to hold such parties harmless and indemnify them for any such action taken on behalf of the client and the costs incurred thereof. The client also agrees that this Release of Liability also binds the spouse, family, heirs and his/her legal representatives.

You must adhere to any instructions that are provided to you by either ourselves or our suppliers and carefully observe all and any safety information, notice or instruction which is provided to you. Your booking with us is accepted on the basis that you understand and accept the risks involved in any activities which you participate in and which are provided to you as part of your booking. You are under no obligation to participate in each or any of the activities which form part of your booking and if at any point you choose not to participate or at any point that you are unclear on any of the instructions or tuition which is provided to you, you must advise us or our representatives or your instructor immediately before participating.

14.2 In requesting to book a trip with us, you are certifying on behalf of yourself and all and any members of your party that all and any statements made by you, whether written or oral, regarding your diving experience are correct. You must dive strictly within the limits of and meeting the requirements of your current qualifications and experience and agency standards. Our acceptance of your request to book your trip is predicated on the basis that you are physically fit to participate in it and that you have sufficient training to engage in open water Scuba diving. In order to dive while on trip with us, you must hold a minimum qualification of a PADI/SSI/NAUI/BSAC/TDI Open water diver (or PADI junior open water diver) or equivalent from a recognized agency (approved by us) except where you have booked your trip for the purpose of obtaining that minimum qualification. Some locations require either by law or by environmental conditions a higher qualification and/or level of experience. In these circumstances, you agree that you do hold these higher qualifications, have sufficient training and experience and are at a physical level to meet these more demanding requirements.

14.3 We would draw your attention to part 13 of these booking conditions (Health & Fitness) and in particular, the requirement for you to be in good health and without a medical history to include (but not only) asthma, epilepsy, diabetes, lung disorders, mental disorders,



pregnancy, ear or sinus issues, recent surgery or injury or any other conditions or health risks or take any medications that may be contradictory to scuba diving and other water activities and/or land activities such as zip lining, hiking, cycling, kayaking, snow sports, horseback riding, ATV's, game drives and/or other activities you are planning to engage in regardless of whether we made this arrangements on your behalf or if you made them yourself independently. If you have or have recently experienced respiratory or sinus congestion you may be asked to discontinue participation in any diving activity and you agree to do so. If you have a medical history which includes all or any of these conditions you must produce a diving medical certificate of fitness prior to participating in any diving activity in addition to any other documents we or our suppliers require. If satisfactory evidence of your diving qualifications or medical certificates is not produced you will not be entitled to participate or continue to participate in your trip and in such circumstances, we will have no liability to refund you or provide compensation in respect of the trip or any part of the trip that you have been unable to participate in and/or any losses or additional costs incurred in conjunction with this trip.

14.4 You will be asked to sign a “liability release and assumption of risk” and/or “medical disclaimer” form by our local suppliers and in cases you must adhere to any restrictions imposed by them. We and our suppliers such as resorts, liveaboards, dive operators, tour guides etc. reserve the right to deny participation in any activity at our discretion if it is believed that you may put yourself, staff and/or others at risk of any kind. We will have no liability to refund you or provide compensation in respect of the trip or any part of the trip that you have been unable to participate in and/or any losses or additional costs incurred in conjunction with this trip.

15. Travel Protection and Dive Insurance

15.1 Smile Divers LLC strongly recommends at minimum that all customers purchase Travel Protection and Dive Accident insurance. Travel Protection should, at a minimum, cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. In some destinations one or both are mandatory. Those who fail to do so will be responsible for their own losses. We strongly advise you to protect yourself with both travel and dive insurance, and we have comprehensive options available upon request. In cases where one or both are mandatory, you agree to purchase the appropriate coverage.



15.2 Smile Divers LLC is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. Smile Divers LLC cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker. Smile Divers LLC will not be responsible for your losses or additional costs incurred for trip cancellations, interruptions or unused portion of your trip and/or any health issues, injuries, accidents or death while on a trip and cannot be held responsible for any losses or costs you may incur as a result of failing to do so.

15.3 If you take part in activities whilst traveling that have been organized and arranged independently of us, participation is at your own risk and it is your responsibility to ensure that you have obtained the relevant insurance.

16. Your Responsibilities and Behavior

16.1 As part of your booking with us, you are accepting liability for any loss or damage caused by you or any member of your party during the course of your trip. Payment for any loss or damage must be made to us or our supplier at the time that it occurs or as soon as is reasonably practicable thereafter. If the cost of the loss or damage is not known at the time, we will reasonably estimate it and if this reasonable estimate exceeds the amount paid, you must pay the difference once known, and if it is less, the difference will be refunded to you. You will also be responsible for, and agree to indemnify us, in respect of any claim subsequently made against us and all costs incurred by us (including our own and any other party's full legal costs) arising from your actions.

16.2 You are also responsible for the behavior of yourself and other members of your party. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your party by terminating your travel arrangements if yours or their behavior is or is likely to be, in our reasonable opinion or in the reasonable opinion of our suppliers, disruptive, upsetting or dangerous to yourself or anyone else, or if you or any member of your party have caused or are likely to cause damage to property. In these circumstances, we will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we or any of our suppliers have to terminate your travel arrangements due to such unacceptable behavior. In this situation we will have no further responsibility for you or any other member of your party (including any return travel arrangements). If your unacceptable behavior means that you are not able to board your outward flight, we will treat your booking as cancelled from that moment and you will have to pay the full cancellation charges referred to in Section 5 above.

17. Excursions and Activities and Resort Information



Excursions, tours or other activities that you book or pay for whilst you are on your trip do not form part of the travel arrangements provided by us. Your contract will be with the operator or provider of that excursion, tour or activity and not with us. We are not responsible for the provision of the excursion, tour or activity or anything that may happen during the course of its provision by the operator. We do not accept any liability in relation to any such excursion, tour or activity and these Booking Conditions do not apply to them. Insurance policies purchased from us will not include coverage for these arrangements or portion of your trip.

18. Local Charges & Tourist Taxes

Unless we have stated that a local service or facility is included or free in our accommodation description, you may be asked to pay a charge locally, for example, local tourist tax, room services (e.g. minibar), health and beauty treatments, snacks, drinks, marine park and nature fees etc. Tourist taxes may be payable by you when you check out of your accommodation or at time of activity participation or services are furnished. These are additional to your arrangements with us and are solely your financial responsibility.

19. Local Health & Safety Standards

You should be aware that it is the standards and health and safety requirements of the country in which the services which make up your travel arrangements are provided which apply and not those of the United States of America. These standards will be different to those of the United States and may sometimes be lower.

20. Our Website, Brochure and Advertising

The information contained in our website, brochure and advertising material is to the best of our knowledge and belief it is correct at the time of publication. Occasionally errors may occur, and information may change and you must therefore check all the details of your travel arrangements at the time of booking.

WAIVER

Remoteness of areas, local custom, or prevailing weather conditions may cause substitution of accommodations, facilities and/or equipment, minor inconveniences or modification to the accommodations, activities, transportation and/or diving portions of the program itinerary. Smile Divers LLC reserves the right to modify and/or cancel arrangements due to unfavorable weather, health, environmental or safety conditions and to substitute comparable equipment where possible. No refunds, credits or rain checks can be made for canceled or unused arrangements due to adversities such as above, 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 any reasonable term or regulation that Smile Divers LLC may prescribe during the course of the program. Smile Divers LLC reserves the right to deny an applicant for any reason.

RELEASE OF LIABILITY

Client certifies that all statements regarding dive experience are correct and that he/she understands that acceptance on this trip is predicated on his/her presentation that he/she is physically fit to, and has had sufficient training to engage in, open water SCUBA diving and all other physical activities including but not exclusively, zip lining, hiking, cycling, kayaking, snow sports, horseback riding, ATV's, game drives and other activities and understands the risks involved and willingly assumes all risks whether foreseen or unforeseen. It is understood that Smile Divers LLC 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, and that the information provided by Smile Divers LLC' agents, pricing documentation and on our website is correct to the best of our belief, but we accept no liability for any inaccuracies contained therein. All suppliers are independent contractors, and are not agents or employees or representatives of Smile Divers LLC. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither Smile Divers LLC, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Smile Divers LLC. Smile Divers LLC assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others.

It is also understood and agreed that Smile Divers LLC does not by acceptance of the client, assume any responsibility or liability for the safety of any participating individual, particularly while such individual is engaged in land or 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 client further agrees 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 Smile Divers LLC to accept the client under the age of majority, release Smile Divers LLC and its owners, operators, instructors, employees or other agents, from damages resulting from death or personal injuries, including loss of services which the client may sustain on account of, or in



Smile Divers

Terms & Conditions

connection with said program including ownership, maintenance, use or operation of any automobile ship, airplane, boat, hotel or common carrier.

The client acknowledges that Smile Divers LLC and its suppliers are not responsible and will not furnish refunds, credits or rain checks nor bear any costs for cancellations, interruptions, delays, misconnections, transportation issues, illness, injuries, accidents, acts of war, environmental and health concerns or any other events out of their control.

The client agrees to purchase travel protection and dive accident insurance. In the event that the client does not purchase or carry these insurances, they accept all costs and losses should one of these events or similar occur.