



PARTICIPANT INFORMATION

Name (as it appears on passport):

Street Address: _____

City: _____ *State:* _____ *Zip:* _____

Home Phone: _____

Work Phone: _____

Fax Number: _____

Email: _____

Gender: _____ *Birthdate:* _____ / _____ / _____

Weight: _____ *Height:* _____

Passport #: _____

Nationality: _____ *Date of Issue:* _____ *Place of Issue:* _____

How did you hear about BLUE PLANET ADVENTURES?

TRIP NAME

HEALTH & FITNESS

Describe Any Medical Conditions:

List Any Medications: _____

TRIP ACCOMMODATIONS

Smoker Y N *Vegetarian* Y N

I am Traveling Alone Y N *Please Assign Me a Roommate* Y N

EMERGENCY NOTIFICATION

Name : _____

Phone : _____

Address : _____

City : _____ State : _____ Zip : _____

Relationship : _____

INSURANCE

Travel insurance is not included in the cost of your trip. All travelers with Blue Planet Adventures will be charged additionally for insurance unless declined.

I do not wish to purchase the optional insurance

Signature of traveler declining insurance:

PAYMENT BY CREDIT CARD

I authorize BLUE PLANET ADVENTURES to charge \$ _____.

Card # _____

Security code # (on back of card) _____

Exp. Date _____

Name (as it appears on card) _____

Signature _____

Please return to **BLUE PLANET ADVENTURES** • P.O. Box 1043, Traverse City, MI USA 49685
Phone 231.264.6182 • Fax 231.264.6482 • email info@BluePlanetAdventures.com

Terms & Conditions

CONTRACT WITH BLUE PLANET

ADVENTURES, LLC: Anyone wanting to make a booking must sign the Registration and the Release From Liability Forms. Any Minor person must also have the signature of the Custodial Parent. The persons included on the registration form are referred to as the "client" below. All clients will be bound by the conditions that follow. All bookings are made with Blue Planet Adventures, LLC.

PAYMENT AND ACCEPTANCE OF BOOKING:

Reservations are accepted and confirmed after the Registration and Release From Liability Forms have been completed and signed by all those who wish to travel and Custodial Parent if client is a Minor. The forms should then be returned to Blue Planet Adventures or its agent with the applicable deposit.

PAYMENT SCHEDULE

Scheduled Departures

At time of reservation **\$300.00**
120 days prior to departure **50% of land cost**
60 days prior to departure **Balance**

Once deposit is made, all reservations are subject to \$100.00 non-refundable fee per person.

Custom Travel Departures

At time of reservation **\$500.00 or 25% of total cost, whichever is greater**

120 days prior to departure **50% of land cost**
60 days prior to departure **Balance**

Due to the nature of planning a customized itinerary, a trip-planning fee of \$150.00 is also charged. This fee is credited to the cost of the trip, but is non-refundable if you do not book the trip with Blue Planet Adventures.

Unless prior written approval is given by Blue Planet Adventures, failure to deliver payments by above specified dates will be considered notification of cancellation by default and is subject to cancellation charges as stated below.

Payments must be made in US funds by check or credit card. Payment for airfare is required at time of ticketing. Blue Planet Adventures reserves the right to refuse acceptance or deny participation prior to departure of anyone whom it deems unsuitable for a trip.

Late Signup: In the event that Blue Planet is able to accept deposits and confirm reservations less than 45 days before departure, a \$100.00 late sign-up fee will be assessed. Full payment will be due at time of booking.

CANCELLATIONS & REFUNDS:

Cancellation by Client: A cancellation by the client must be made in writing. The date that Blue Planet receives the cancellation determines the cancellation charge applicable. Cancellation fees are as follows:

Scheduled Departures

90 days or more **\$100.00**
89-60 days **\$350.00**
59-30 days **50% of land cost**
29 days or less **100% of land cost**

Custom Travel Departures

90 days or more **\$500.00 or 25% of land cost, whichever is greater**
89-60 days **50% of land cost**
59 days or less **100% of land cost**

Due to the nature of planning a customized itinerary, a trip-planning fee of \$150.00 is also charged. This fee is credited to the cost of the trip, but is non-refundable if you do not book the trip with Blue Planet Adventures.

No partial refunds are possible for unused services including hotel rooms, air or land transport, trekking, diving days or other sight-seeing arrangements included in the land cost.

Blue Planet strongly recommends you purchase trip insurance, including trip cancellation and interruption insurance at the time of booking. This is a requirement when the client is a Minor. This insurance may reimburse you for cancellation penalties and extra trip expenses should a circumstance covered by the policy force you to cancel or interrupt your trip.

Cancellation by Blue Planet: Blue Planet reserves the right to cancel a tour for any reason. It will not cancel a tour less than 45 days before departure except in the case of force majeure, consolidation or the client's failure to pay the final balance.

In the event that a tour is cancelled the client may choose a full refund of all payments made less airline ticket cancellation fees (if applicable). Force majeure is an unusual or unforeseen circumstance outside Blue Planet Adventures' control. Consolidation refers to the fact that each tour is dependent upon a minimum number of persons participating. The minimum number of clients unless otherwise noted is 2.

CHANGES:

Changes by Client: The client may only make changes prior to departure. Client will pay a \$50.00 per incident fee and any additional charges. No changes may be made less than 15 days prior to departure.

Changes by Blue Planet Adventures: While we attempt to operate all tours as advertised, reasonable changes in the itinerary may be made when considered necessary. Blue Planet Adventures also reserves the right to change any of the services and facilities outlined in the tour description before a booking is made. If such a change is made, the client will be informed at the time of booking. If Blue Planet Adventures makes a major change, the client will be informed as soon as possible. A major change is

defined as a change affecting one day in five of the itinerary. In this event, the client may choose between accepting the change, obtaining a full refund of all payments made (excluding airfare), or accepting an alternative tour offered by Blue Planet Adventures. If the major change is due to force majeure or unforeseen circumstance no compensation is payable.

FLIGHT ARRANGMENTS: *Most people find it advantageous to book both land and air with us directly. We can handle your air and land arrangements together. If you decide to make your own air arrangements, you will be required to furnish Blue Planet Adventures with a complete copy of your air itinerary showing departure and arrival flights and times.*

AUTHORITY ON TOUR: *Clients must at all times comply with the laws, customs and drug regulations of the countries visited. At all times the decision of Blue Planet Adventures' tour leader or representative is final on all matters that may threaten the safety or interfere with the well being of the group or individual travelers. Should the client fail to comply with the above, or should the client interfere with the well being of the group then the tour leader or company representative may order the client to leave the tour without recourse to any refund.*

TRAVEL DOCUMENTS: *The client must obtain and have possession of a valid passport with a minimum of 6 months validity remaining, all visas, permits and certificates, and vaccination certificates required for the entire tour. The client accepts*

responsibility for obtaining these documents and any other necessary documents. Information or advice given by Blue Planet Adventures on visas, vaccinations, climate, clothing, baggage, etc. is given in good faith but without responsibility on the part of Blue Planet Adventures. It is also the client's responsibility to be aware of any US Dept. of State travel advisories in effect for their trip destination.

MEDICAL REQUIREMENTS: *By forwarding the deposit and signed Registration Form, the client certifies that he/she does not have any physical or other condition of disability that would create a hazard for themselves or other passengers. It is essential that any participant with a medical condition requiring regular treatment or which may be affected by vigorous activity, high altitude, heat, cold, other natural phenomenon or particular foods, notify Blue Planet Adventures in writing at the time of deposit. Blue Planet Adventures assumes no responsibility for medical care or for special dietary requirements or vegetarian needs. Participants may be required to furnish a doctor's statement of good health.*

CLAIMS & COMPLAINTS: *If a client has a complaint against Blue Planet Adventures, the client must first inform the tour leader or company representative while on the tour in order that the leader/representative can attempt to rectify the matter. Any further complaint must be put in writing to Blue Planet within 30 days of the end of the tour.*

PARTICIPATION AGREEMENT & RELEASE FROM LIABILITY

I hereby acknowledge that I have voluntarily applied to participate on the trek, tour, expedition, adventure, or other trip designated on the Reservation Form under the arrangements of Blue Planet Adventures, LLC, and its agents and representatives. I am voluntarily participating on the tour or expedition with knowledge that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature: civil unrest; terrorism; roads, trails, hotels, vehicles, boats or other means of conveyance which are not operated or maintained at standards common in the United States; high altitude; underwater environments; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct) on the part of Blue Planet Adventures or others. I acknowledge that the enjoyment and excitement of adventure travel and Scuba diving is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, PROPERTY DAMAGE AND/OR THEFT RESULTING FROM NEGLIGENCE OR ANY OTHER ACTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH.

I acknowledge that the cost of all Blue Planet trips is based upon Trip Participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE BLUE PLANET ADVENTURES AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION.

I agree that this release shall be legally binding upon myself, all minors under the age of 18 traveling with me, my heirs, successors, assigns, and legal representatives: it being my intention to fully assume all the risk of travel and to release Blue Planet Adventures from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by Blue Planet Adventures and upon acceptance shall be deemed to have been entered into and to be performed in Traverse City, Michigan. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association in Traverse City, Michigan; (b) the dispute will be governed by Michigan law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Blue Planet Adventures. I further agree that should the plaintiff fail to prevail in any legal dispute before a court said plaintiff hereby agrees to pay all reasonable attorneys' fee for the defendant in the dispute. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as the conditions as stated under the Terms & Conditions, especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will.

PARENT OR GARDIAN OF A MINOR I certify that I am the parent or legal guardian of the below named minor and hereby give my permission for this minor to participate in the trip or expedition. I agree individually and on behalf of my child to the terms above.

PLEASE SIGN

Signature of Releaser

Dated

For a Minor

Name of Minor

Signature of Releaser

Dated

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