

## Thank you for choosing Blue Label Diving.

Now you have booked and locked in your dates for your next diving course, we would like to ask you to read, fill out and sign the documents attached.

As It is on NO one's list of favorite things to do while I am on a holiday, we have added as much paperwork now, so you don't have to do it when you arrive.

We also strongly recommend doing all of your homework before you arrive.

[TDI E-Learning](#) Our Store number is 100356

[PADI E-Learning](#) Our Store number 22703

[SSI](#) STORE NUMBER is 766450

To be able to process your diver/instructor application, as good and as fast as we can, we need the following forms filled out as detailed as possible.

Your personal details and every page that needs to be signed by you, including any papers with answers for exams or knowledge reviews need to be dated and named on the top of each page and need to be returned to us before the end of the course.

The liability release forms, assumptions of risk, media release and rental agreement need to be signed and returned on the 1<sup>st</sup> day of the course. Each course needs a separate Liability Release form from the Agency. Lets say you are doing all 3 levels of the TDI cave courses. This means 3 separate Liability forms.

Knowledge reviews are required by the agency and should be completed before the final course day as such. You are responsible to fill them out and ask questions if any. Again, if you do this all before you arrive, you don't have to worry about and you will be able to focus solely on the diving.

The medical release forms from the agencies need to be filled our properly for legal purposes. Please fill out a full "YES" or "NO" on the medical questions. A "Y", "N" or "X" are not permitted.

If you have any questions or remarks about the course it self or about our instructors, good or bad, please do not hesitate to talk to us about your concerns.

### **Please provide us with:**

- Digital Passport picture
- Copy of your highest certifying diver/instructor level,
- Proof of your student ratings (if applicable)
- Copy of your travel/ dive insurance card (for Hyperbaric treatments)

## The Blue Label Diving Team

## Blue Label Diving ...redefining limits

...Delivering high quality and professional technical diving activities, with the focus on customer service, exceeding the training agency standards.....

Blue Label Diving strives to uplift the industry's technical diving standards, without interfering or dissociation from the established training agencies. The Main goal is to offer training or diving experiences exceeding not only the industry standard, but mainly your expectations.

The foundation of this formula lies in the art of keeping abreast of the latest industry's advancements on educational, technical and medical levels.

How we differentiate ourselves from the competition is that we pass on this know-how onto our customers, you, in a most humble and non-persuasive manner.

## YOUR PERSONAL INFORMATION:

Please make sure you fill out the following details in CAPITALS

GIVEN NAME \_\_\_\_\_

LAST NAME \_\_\_\_\_

ADDRESS STREET \_\_\_\_\_ NR \_\_\_\_\_

STATE \_\_\_\_\_ POSTCODE \_\_\_\_\_

CITY \_\_\_\_\_

COUNTRY \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_ / \_\_\_\_ / \_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

### in Emergencies:

NEXT OF KIN NAME \_\_\_\_\_

PHONE OR EMAIL \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

### Dive Information:

LAST DIVE \_\_\_\_\_ NUMBER OF DIVES \_\_\_\_\_

HIGEST DIVE CERT \_\_\_\_\_

DIVE INSURANCE \_\_\_\_\_

## YOUR DIVE EQUIPMENT INFORMATION:

Technical Diving Equipment requirements, requires back-ups or redundancy of everything.

- Diving mask; Wear one & carry one
- Regulators; Use 2 (back gas) & carry one or 2 extra for Deco stage tanks
- Cutting devices; One within reach, one in your pocket
- Computer/Timing & Depth Device; Wear one computer and one Timing/Depth device
- One reel and 1 spool
- Surface Marker Buoys for your deco stops
- Scuba Cylinders; 2 in use + Regulator set – Back gas +
- Harness and Wing (with double bladder) or Sidemount harness
- Torches x2 (for cave diving you need a Main torch as well)

### EQUIPMENT REQUIREMENTS ALL COURSES

Primary and secondary regulators (for back gas or Sidemount set-up)	Two stage/decompression regulators
Mask + Back-up mask	BCD (wing) and harness or Sidemount Wing (with a min lift of 40 pounds)
Depth gauge/computer	Timing device and backup timing device
Appropriate exposure suit	Knife/cutting device and backup
Two inflatable signal tubes	Reel and spool
Slate and backup slate	Compass
Torch and Back-up torches (Trimix Diving, Wreck diving and cave diving courses)	Hood - for Cave, Deep and Wreck Diving

No need to bring a recreational BCD and recreational Regulators. Your computer can be used a depth gauge and timing device.

We do require you to bring the following.

- Pockets x 2 or pocket shorts
- Spare mouthpiece(s)
- Spool or reel (20-30 meters)+ double ender
- Spare mask
- SMB
- Arm Slate or notebook
- Shears or other citing device
- O-ring kit

If you don't have these items you can buy them from our shop.

We provide / include in the courses Advanced Nitrox, Decompression Procedures and Extended Range: Backplate/sidemount configuration, wetsuit, regulators, fins etc if needed.

A mixed gas computer is 300thb per day for rental. Torch for cave diving 300thb per day as well.

We have a BLD box which you can buy in the shop with:

- Spare mouthpiece
- Spool (20-30 meters)+ double ender
- Spare mask
- SMB
- Arm Slate
- Shears
- O-ring kit

Price would be 5'500th but we give you over 1'000thb discount and sell it for 4'400thb

The pocket shorts we can sell to you for 3'500thb instead of 3900thb.

**Please provide us with an exact list of the equipment you will be bringing, 1 month before your 1st course day**

<b>NAME</b>	<b>AMOUNT</b>	<b>BRAND</b>
COMPASS		
DIVE COMPUTER		
BACK-UP Timing Device		
FINS		
BOOTIES		
POCKETS / SHORTS		
MASK x2		
WETSUIT 3 to 5 mm		
HOOD		
RASH VEST		
BCD / WING/ SIDEMOUNT		
STAGE RIGGING		
REGULATOR BACK/SIDEMOUNT		
DECO REGULATORS		
SMB		
SPOOL		
REEL		
TORCHES - Back-up		
TORCH - Main		
SLATES OR WETNOTES		
CUTTING DEVICES		

## BLD Statement of Understanding and Learning Agreement

This statement informs you of hazards, risks and your responsibilities for participating in the technical Diving courses. Your signature will acknowledge that you accept these risks and responsibilities.

- I, \_\_\_\_\_, understand that as a Technical Diver I should;
1. Maintain good mental and physical health for diving. Refrain from being under the influence of alcohol or drugs when diving. Stay proficient in diving skills, in particular, the skills required for certifications as a \_\_\_\_\_
  2. Engage only in Diving activities consistent with my training and experience.
  3. Use complete, well-maintained, reliable equipment for which I have appropriate training. If the instructor finds my equipment inappropriate or ill maintained for the type of diving ahead, I agree to rent replacement equipment instead.
  4. Adhere to the team diving concept, but always be prepared to complete any dive without the assistance of a teammate. Although self sufficient, the responsible Technical Diver dives as part of a team and adheres to team diving principles.
  5. Maintain the proper attitude during training in which I agree to:
    - Follow the instructor's directions and the dive plans strictly, and not to separate from the instructor or my dive team
    - Refrain from Technical Diving outside this course until I am fully qualified and certified
    - Accept the risk for this type of diving, and for specific risks unique to each dive environment, and to immediately notify the instructor if this risk becomes intolerable for me
    - Recognize the desirability or carrying diver accident insurance that covers Technical Diving (if available in my local area), and recognize that my instructor me require me to have it
  6. Demonstrate self sufficiency – plan each dive as though it will be necessary to make the dive and handle all emergencies alone.
  7. Demonstrate discipline and an attitude consistent with responsible Technical Diving – I will not cut corners, bend the rules, disregard dive plans, omit safety equipment or exceed the limits of my training.
  8. Obtain an orientation when diving in new environments.
  9. Know, obey and respect local diving laws and regulations including private landowner relations.
  10. Accept the responsibilities for my personal safety, while accepting and acknowledging the risks, and demands Technical Diving imposes.
  11. Stay informed on and dive according to the state of the art in diving, Technical diving, dive rescue, dive equipment and other influences on my safety as a Technical diver.
  12. Accept that Technical diving has many general risks and hazards that either doesn't exist in recreational diving, or aren't as severe, including:
    - NO direct access to the surface in an emergency due to decompression requirements
    - Hypoxia/Hyperoxia resulting from switching to the wrong gas, which can lead do drowning
    - Narcosis, which can lead to poor judgment/bad decisions that can cause an accident
    - DCS (decompression sickness) due to improper gas analysis, missed decompression stops, loss of decompression gas and individual susceptibility. DCS can cause permanent injury or death
    - Omitted procedures due to task loading, which can lead to accidents, DCS, Air embolism, Oxygen toxicity or drowning
    - Drowning or embolism due to BCD failure
    - Extensive equipment requirements with redundant configurations, which can lead to ergonomic complexity, increased risk of error and physical burden
  13. I accept that a significant difference exists between recreational scuba diving and technical scuba diving, and that in technical diving, even if you do everything tight, there is still a higher inherent potential leading to permanent injury or death.

I have read the above statements (on page 3) and have discussed the course standards with my instructor and have had any questions answered to my satisfaction. I understand the importance and purpose of these practices and recognize they are for my own safety and well-being. I understand that failing to adhere to the above statements will put me at risk, and may be grounds for my dismissal from the training course. I acknowledge that the instructor is not permitted to and will not certify me if I don't meet all course performance requirements or if I demonstrate an attitude or behavior incompatible with responsible technical diving practices.

\_\_\_\_\_  
Participant Name and signature

\_\_\_\_\_  
Date/month/year

## **BLD Liability Release & Assumption of Risk Agreement (Read Carefully)**

I confirm that I have been made aware that skin diving, snorkeling, scuba diving and Technical Diving have inherent risks and injuries that may require treatment in a recompression chamber. I further understand that the open water dive trips may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber in proximity to the dive site. I still choose to proceed with such a dive(s) in spite of the possible absence of a recompression chamber in proximity to the dive site. I understand and agree that neither Blue Label Diving (hereafter BLD), nor its staff, nor its agents, officers, owners or affiliated subsidiary corporations (hereafter Released Parties) may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate or dependents that may occur as a result of my participation in the said activities, or as a result of negligence of any party, including the Released Parties, whether passive or active.

I further exempt BLD, its staff and Released Parties from any claim or lawsuit by me, my family, estate or dependents, arising out of my enrolment and participation in the said activities, including both claims arising during the experience or after I have completed it. I also understand that skin diving, snorkeling, scuba diving and Technical Diving are strenuous activities and that I will be exerting myself during this experience and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other any other cause, that I expressly assume the risk of said injuries and that I will not hold BLD, it's staff or the Released Parties responsible for the same.

I understand that past or present medical conditions may be contraindicative to my participation in the said activities. I declare that I am in good mental and physical health and that I am not under the influence of alcohol or any drugs that are contradictory to the said activities. If I am taking medication, I declare that I have seen a physician and have approval to participate in the said activities whilst on the medication.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

### **Boat Travel, Skin Diving, Snorkeling, Scuba Diving & Technical Diving Voluntary Release, Waiver & Assumption of Risk Agreement**

I confirm that I am a skin diver, snorkeler, diver or student under the control and supervision of a certified dive professional and that I understand the hazards of the above activities including those occurring during boat travel to and from the site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling whilst on board, being struck by a boat whilst in the water, injuries sustained whilst boarding or alighting the vessel and other perils of the sea. By signing this release, I certify that I am fully aware of, and expressly assume, these and all other kinds of risks involved in participation of the said activities, whether conducted as a recreational dive, part of a diving class, skin dive or snorkeling. I understand that neither BLD (hereafter BLD), nor its staff, the vessel or Released Parties may be held liable or responsible in any way, for any occurrence on this trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs or dependents, that may occur as a result of my participation in the boat trip and said activities or as a result of the negligence of any party, including Released Parties, whether passive or active. I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian

### **Equipment Rental for Snorkeling, Skin Diving, Scuba Diving & Technical Diving**

(Divers with their own equipment must sign for tank, weights, torch & belt rental)

These terms and conditions are for the rental of skin diving, snorkeling, and Scuba Diving or Technical Diving equipment. I hereby acknowledge receipt of the equipment designated in this form and I will be under the supervision of a dive professional whilst using it. I acknowledge that I will check that the equipment is in good working condition and is free from defects, including checking both the quantity and quality of the air in any tank(s) rented. If there are any problems with the equipment I agree to let a member of BLD dive staff know immediately. I also understand that BLD, its staff and Released Parties shall not be held liable or responsible, in any way, for any injury, death or other damages to myself or my family or dependents, which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active. I agree to reimburse BLD for the loss or damages incurred whilst transporting the equipment.

I understand the terms herein are contractual and not a mere recital and that I have signed this document of my own free will and with the knowledge that I hereby agree to waive my legal rights.

I agree by this document to exempt BLD, its staff and Released Parties, as defined above, from all liability or responsibility whatsoever for personal injury, property damage or wrongful death, however caused, including but not limited to the negligence of the Released Parties, whether passive or active. I have fully informed myself of the contents of this liability release and the assumption of risk agreement by reading it before I signed it on behalf of myself and my heirs or dependents.

Trip Leaders have the authority to send anyone who is found in breach of BLD terms and conditions, or safety and environmental rules back to land. Trip Leaders also have the authority to stop persons from entering the water. In this eventuality, no refund will be offered and the cost of the transfer will be incurred.

In the event of any signs or symptoms of decompression sickness, BLD highly recommend that you seek medical advice at your earliest possible convenience.

\_\_\_\_\_  
Participant Name and signature

\_\_\_\_\_  
Date/month/year



## Release Form for Media Recording

I, the undersigned, do hereby consent and agree that **Blue Label Consultancy Co Ltd**, its employees, or agents have the right to take photographs, videotape, or digital recordings of me beginning on DATE: \_\_\_\_\_ and ending on DATE: \_\_\_\_\_ and to use these in any and all media, now or hereafter known, and exclusively for the purpose of **MARKETING, SOCIAL MEDIA AND ADVERTISEMENT**

I further consent that my name and identity may be revealed therein or by descriptive text or commentary.

I do hereby release to **Blue Label Consultancy Co Ltd**, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I understand that when I \_\_\_\_\_ publicize this work via Facebook, Websites and or other forms of marketing I need at all times to refer to Blue Label Diving with either a link to [www.bluelabeldiving.com](http://www.bluelabeldiving.com) or have the blue label diving watermark clearly visible.

I also understand that **Blue Label Consultancy Co Ltd** is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement.

\_\_\_\_\_  
Participant Name and signature

\_\_\_\_\_  
Date/month/year



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

**TO BE FILLED OUT AT THE DIVE CENTER  
COURSE - LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT**

EQUIPMENT RENTAL FROM TO BE FILLED OUT AT THE DIVE CENTRE.

Name (as on Credit Card) \_\_\_\_\_

**LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT**

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature\* \_\_\_\_\_

\*I authorize the Dive Center/Resort Blue Label Diving, to charge my credit card for the daily rate if equipment is not returned (until the 5th day)  
\*I authorize the Dive Center/Resort Blue Label Diving, to charge my credit card for the new rate if equipment is; lost, stolen, damaged or not returned (on the 6<sup>th</sup> day) (the new value of each piece of equipment rented)

Date Rented \_\_\_\_\_ Date Due \_\_\_\_\_

You only will be charged if equipment from Blue Label Diving has been lost or broken.

Equipment prepared by \_\_\_\_\_ Center/Resort Employee

Date Returned \_\_\_\_/\_\_\_\_/\_\_\_\_ Received By \_\_\_\_\_

**RETURNED DEPOSIT OR CREDIT CARD APPROVAL**                      **SIGNATURE CUSTOMER;** \_\_\_\_\_

**TO BE FILLED OUT AT THE DIVE CENTER**

**BLD LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT**

THIS AGREEMENT is entered into between \_\_\_\_ BLUE LABEL DIVING \_\_\_\_ (Dive Center/Resort)  
and \_\_\_\_\_, for the rental of scuba and/or technical diving equipment. (Rentor)

This AGREEMENT is a release of my rights to sue for injuries or death resulting from the rental and/or use of this equipment. I expressly assume all risks of technical and/or scuba diving related in any way to the rental and/or use of this equipment.

\_\_\_\_ I hereby acknowledge receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving I affirm I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

\_\_\_\_ I acknowledge that the equipment is in good working condition and that I have examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of gas in any scuba tank(s) rented.

\_\_\_\_ I acknowledge that technical diving and scuba diving are physically strenuous activities, that I will be exerting myself during these activities, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I also understand and agree \_\_\_\_\_ BLUE LABEL DIVING \_\_\_\_\_, (Dive Center/Resort)

and its employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Re- leased Parties, whether passive or active.



\_\_\_\_\_ I agree to reimburse the Dive Center/Resort for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment.

\_\_\_\_\_ I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

\_\_\_\_\_ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

\_\_\_\_\_ I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, HAVE CAREFULLY READ AND (Rentor) UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE THE RE-LEASED PARTIES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF RENT-ING AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I have fully informed myself and my heirs of the contents of this Liability Release and Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

\_\_\_\_\_ Participant's Signature

\_\_\_\_\_ Signature of Parent/Guardian (where applicable)

\_\_\_\_\_ Date (day/month/year)

## Diving Terms and Conditions - Tech Diving & Payment details and options:

### INSURANCE

From 2015 by Thai Law, its mandatory that each tourist travelling to Thailand has to have a travel insurance for the time spend inside the Kingdom. In our courses a Personal Diving Insurance is not included. Please ensure you have the correct insurance to cover your diver certification level or for the level of course you will be undertaking, (make sure Hyperbaric treatment is included) plus trip cancellation insurance and general holiday insurance. If you are unsure of where to obtain the correct diving insurance please talk to our staff prior to making you are booking or commencing your training. Both Blue Label Diving and its Instructors do have professional liability insurance however this is very different to having your own personal insurance cover.

### CERTIFICATION

Please ensure you have a copy of your most recent certification card and dive log for the attention of your instructor at the start of any training or your guide during any dive trip. Failure to show your certification may result in not being able to dive on the trip or take part in the course booked.

## LIABILITY RELEASE FORMS

A medical questionnaire is a standard requirement for any level course, please bring any medical conditions to the attention of your instructor and produce a doctor's medical clearance for diving upon arrival if you are already aware of any illnesses that may prevent you from diving, it may be required for the candidate to obtain written medical clearance prior to diving from a physician. Any delays due to medical related issues are not the responsibility of Blue Label Diving or are subsidiaries and no refund in part or full will be issued. You will also require signing safe diving practice liability for general diving or equipment rental liability forms.

## PAYMENT REQUIREMENTS

- 16'500 thb Deposit required at time of booking for all courses. This deposit is non refundable.
- Remaining balance for courses or day trips are required on arrival prior to course start date.
- Any other fees will be individually specified in your booking receipt.
- Goods orders require full payment in advance.
- Goods will be held for a total of 3 months from payment date and order, if goods are not collected or addressed within that 3 months Blue Label Diving have a right to cancel the order or re-sell the goods and any money paid is non-refundable.
- Payments are accepted by cash, credit card (not for deposits) or direct bank transfer.
- Payments are subject to 3.6% charge Credit Card, Bank Transfers 2% and Cash 0%
- Any losses that arise from foreign currency exchange rates during transfers will be addressed in the final invoice.
- No refund or compensation is due payable by Blue Label Diving for any unused training, goods or trip.
- Clients, who do not complete the training or trip or collect goods within the specified time for whatsoever reason, cannot be refunded for a portion of the total cost.

## CHANGES

[www.bluelabeldiving.com](http://www.bluelabeldiving.com), its subsidiaries, and dive operators reserve the right to rearrange the order of any itinerary, to cancel or substitute elements of any plan without notice when local conditions force such changes.

## CERTIFICATION

All fees need to be paid in full before or on the 1st day of your diving course. Please be aware you as the student pay for the course and not the certification. If you cannot finish the course because of the following reasons: family matters, health problems or severe weather problems, You can come back to Phuket within 6 months to finish the course. At this time you will have to pay for costs such as boat fees, gasses and scrubber and not the instruction fee.

If the Blue Label Diving Instructor decides, at the end of your course, you are not yet ready for the level of training, the full amount paid is non refundable. We do give you the opportunity to come back to Phuket within 1 year to try again. At this time you will have to pay for all the costs such as boat fees, gasses and scrubber and not the instruction fee.

## **BOOKING**

BlueLabelDiving.com and its subsidiaries, hereinafter called 'BLD' acts only as agent for the person or companies providing accommodation, transport, liveaboard trips or day trips etc. hereafter called 'Service Providers' and BLD issues all booking documentation on the Service Providers' terms and conditions.

The customer acknowledges that neither BLD, nor its subsidiaries, affiliated companies, staff or agents shall be responsible or become liable in contract or tort for any injury, damage, loss, delay to person or property, additional expenses or inconvenience caused directly or indirectly by any Service Provider or by "force major" or other events beyond BLD's control, including, but not limited to war, civil disturbance, pilferage, delays, severe weather, Acts of God, Acts of Government, accidents to or failure of machinery, equipment, vehicles or industrial disputes.

BLD shall not be liable for, or responsible to, any customer in the event of dissatisfaction based on personal opinion regarding the standard of service or accommodation provided by any Service Provider nor is liable or responsible for any disappointment, distress, lack of enjoyment arising from any act or omission whatsoever. BLD will only acknowledge liability in the case of proven justified complaints relating to specific and tangible inadequacies of facilities, accommodation or services provided. In the event of such a complaint the customer is requested to immediately contact BLD or the Service Provider, hotel etc., for remedial action to resolve any problem or irregularity at that time. Only if such a complaint has been lodged will BLD consider fully investigating and acting on any complaint. BLD is held accountable solely to the laws of Thailand. Any contractual laws from countries other than Thailand remain the responsibility of the agent or the client to manage.

## **WEBSITE CONTENT**

The website content is subject to change without notice before the course or during any tour. BLD endeavor's to ensure that all information on the website is accurate, but can accept no responsibility for inaccuracy, or truth of statements made. Illustrations are intended to set the mood for each tour destination and may not present actual views as seen on a specific tour. All fares and prices quoted under the umbrella of [www.bluelabeldiving.com](http://www.bluelabeldiving.com) and [exclusive-liveboards.com](http://exclusive-liveboards.com) are correct at the time of publishing. Such fares, prices and international rates of exchange are subject to change, which in turn may affect tour/course prices quoted. Regardless of a deposit or full payment having been made, the tour member must also pay any increase in the tour/course price. If such increase is unacceptable, the tour member retains the right to cancel his/her booking. However, attention is

drawn to the possibility that some cancellation charges may be imposed covering BLD cancellation cost.

## **EQUIPMENT**

Any damage to the equipment used by students on courses or day trips during hire under the supervision of instructors or otherwise will result in payment required in proportion of or full payment replacement depending on the extent of the damage.

## **POLITICAL UNREST**

If there is any political unrest, military conflict, flight cancellations, or any other risk to customers or vessels due to political unrest, then Blue Label Diving has the right to cancel vacations to this destination. In this event, we will contact you and re-route your booking to another destination at no extra cost. However, in these circumstances we are unable to consider this justification for you to cancel your cruise, and will therefore not be able to authorize any refund or compensation in this event.

## **WAIVER**

Remoteness of areas, local custom, or prevailing weather conditions may cause substitution of facilities and/or equipment, minor inconveniences or modification to the diving portions of the program itinerary. Blue Label Diving reserves the right to modify and/or cancel diving arrangements due to unfavorably 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 tour members not utilize such services or goods. All participants agree to comply with any reasonable term or regulation that Blue Label Diving may prescribe during the course of the program. Blue Label Diving 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 understands the risks involved and willingly assumes all risks whether foreseen or unforeseen. It is understood that Blue Label Diving is independent of and has no business association, as partner, joint venture, 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. It is expressly understood and agreed that Blue Label Diving 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. It is also understood and

agreed that Blue Label Diving 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 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 Blue Label Diving to accept the client under the age of majority, release Blue Label Diving 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 connection with said program including ownership, maintenance, use or operation of any automobile ship, airplane, boat, hotel or common carrier. It is also understood that Blue Label Diving has not purchased insurance that would cover individuals in case of accident, injury, and death or property damage. The client also agrees and realizes that an emergency medical situation may arise and hereby provides authorization to Blue Label Diving 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.

## **MISCELLANEOUS TERMS**

If there are any changes to the details supplied to us by you it is your responsibility to inform Blue Label Diving as soon as possible. In particular we will not be responsible for problems arising from your failure to adhere to instructions in our emails or correspondence (e.g. late changes to your transfer information, your failure to satisfy permit documentation requirements, failed to transfer deposit etc). All fares are quoted inclusive of taxes unless otherwise stated. Our prices reflect operator / supplier prices and are therefore subject to changes that they may make without prior notice. We will inform you of such changes as soon as possible. Please note that the number of dives we quote in our packages is a best estimate based on normal circumstances, not a guarantee. Circumstances may arise during your vacations (weather, illness, personal choice) where the total number of dives or days done is less than the number we estimate/recommend. There will be no partial refunds in these circumstances. It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit. Like other online sales agents our website will not stop you from making impossible bookings such as two different liveaboard trips at the same time or where you book diving on the same day as a later flight. It is your responsibility to ensure that you do not make such reservations. We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the advanced technology that is required in operating Blue Label Diving there may be times when obvious errors occur. For example, very occasionally, this may result in a package price, product or other detail displayed or presented on our website being incorrect. In this case we will do our best to correct the terms or revise them to mutual satisfaction, in spite of we reserve the right to cancel that contract, but this of course will be without any liability to you. In the unlikely event when your

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

instructor falls ill and we do not have any other instructor to take over/replace, the course will have to be cancelled in protection of our instructors health. Depending on the amount of days, you will receive a refund or you are able to rebook the course without any additional costs.

## LINKS TO OTHER WEBSITES

Blue Label Diving has no responsibility for the content of other third-party websites of which links appear on any of our websites or for the actions / inaction's of the owners/operators of such sites. We make no representations or warranties with such sites or any packages or services provided on or through those sites or the providers of those services.

I \_\_\_\_\_ have fully informed myself and my heirs of the contents of this Agreement by reading it before I signed it on behalf of myself an my heirs.

Date \_\_\_\_\_

Signature: \_\_\_\_\_