

WAIVER AND RELEASE OF LIABILITY FOR TURKS & CAICOS

Please read the following conditions and circumstances for ProTech Scuba, LLC's Exotic trip to Port of Call, Providenciales, Turks & Caicos, June 6 to 13, 2020. **You must initial each space and sign and date at the bottom. It is your responsibility to read and understand the information provided.** A copy of the document will be provided upon request.

_____ \$1760 cash/check (\$1830 credit card), non-diver is \$1115 c/c (\$1160 cc), single diver is \$2774 (\$2874 cc); Package includes: 7 Nights Garden View Suite Accommodations, Continental Breakfast Daily, 5 Days of 2-Tank Boat Dives with Dive Provo, Transfers Between Resort and Dive Boat and All Taxes.

_____ Airfare is not included in the trip price. Travelers need to make their own reservations either online, through a travel agent, or by using frequent flier/air miles. Travelocity and Yahoo Travel currently have round trip flights for about \$900.

_____ A minimum of \$500 per person **Non-refundable** deposit is required to guarantee your reservation. Payment in full is due by April 1, 2020.

_____ Cancellations received ninety (90) days or less prior to departure will only be refunded if a replacement for that space can be found. It is not ProTech Scuba, LLC's responsibility to find your replacement, but we will do our best to help find that replacement. **Trip insurance is strongly recommended.**

_____ As with all of ProTech Scuba, LLC's trips, you are free to make your own plans or you can follow our schedule while in Turks & Caicos. Eric will let you know what our schedule is and will help to make arrangements for other excursions during the trip. Feel free to make suggestions and/or ask questions about extra activities.

_____ Turks & Caicos currently takes US dollars and the electricity is 110v just like in the US. Even though all of the basics are included, you may want to have a credit card for extra excursions and \$100-\$200 in cash for incidentals. Tips are not included and may run \$150 to \$300 per person for the week.

_____ US Citizens must have a current valid passport for all travel outside the country. This passport must be valid for at least 6 months after your trip dates (until December 14, 2020).

_____ Fuel surcharges are subject to change up to the time tickets are issued. Due to this, fuel surcharges are not included in the published trip price. Fuel surcharges will be an additional cost due when you receive your tickets (if applicable).

_____ With regards to Airlines: The passage contract in use by the carrier, which upon issuance shall constitute a contract between said carrier and passenger, sets out the carrier's sole responsibilities. Schedules and prices are subject to change without notice. ProTech Scuba, LLC cannot be held responsible for any changes or fees charged by the airlines (including but not limited to baggage charges). Please check with your airline directly.

_____ No refunds or transfers of any unused portions of travel package is permitted, provided the listed services were available. In the event listed services were not available, ProTech Scuba, LLC will make every effort to obtain compensation for the clients from the supplier. ProTech Scuba, LLC cannot be held liable for services omitted by the supplier. ProTech Scuba, LLC cannot be held responsible for weather issues that may cause loss of diving or other services. ProTech Scuba, LLC cannot be held responsible for delays or cancellations of flights (or lost or stolen luggage), even if addition trip expenses are incurred. **Trip insurance is highly recommended.**

_____ After reading the package information and conditions, I wish to participate in this Expedition, I understand that my presence upon the vessel and participation in the Expedition are inherently dangerous and hazardous activities, and I understand and accept the risks associated therewith.

_____ I acknowledge and understand that, although basic medical services will be available, I am responsible for bringing my own medications and personal items, maintaining my own medical insurance, and that emergency medical assistance may not be available.

_____ I acknowledge and understand that [the dive site] is located in a remote location and, in the event of an emergency, evacuation by air may be impossible and evacuation by sea may be the only available option. I further acknowledge and understand that evacuation by sea is a time-consuming process, and it may be complicated or delayed further by adverse weather conditions, equipment problems and other unforeseen circumstances.

_____ ProTech Scuba, LLC **strongly recommend that all divers have DIVE INSURANCE** in addition to trip insurance, for their own safety (e.g. DAN diving insurance).

_____ I hereby affirm that I have been advised of the inherent hazards and risks of participating in the Expedition, including, but not limited to: drowning, freezing, sickness, hypothermia, fire, injuries caused by heavy equipment, lacerations, crushing and other types of traumas and/or injuries.

_____ I hereby acknowledge that I do not have any injuries or sickness that could prevent my participation in the Expedition, or could require emergency medical treatment while I am on the Expedition, or could jeopardize the successful completion of the Expedition due to an emergency that could arise during the Expedition.

_____ ProTech Scuba, LLC and its agents act only as agents for the client in arranging hotel, transportation and other services related to travel and travel packages. ProTech Scuba, LLC is not liable for any injury, death, loss, damage, accident, delay, inconvenience, additional expenses or mental or physical distress in the event a person or company fails to render any services to be included in the travel package or in the event of expense caused by illness, war, strikes, mechanical failures, pilferage, weather or acts of Mother Nature (or God). In the event it becomes necessary or advisable to alter arrangements or itinerary, ProTech Scuba, LLC may do so without penalty. ProTech Scuba, LLC reserves the right to withdraw any or all tours when conditions warrant. Clients electing to use equipment such as sailboats, canoes, kayaks, SCUBA equipment or the likes do so at their own risk. The payment of a required deposit or any partial or full payment for reservations of a trip shall constitute consent to all provisions of the terms and conditions listed.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE ERIC BROOKS, *ET. AL.* THE BUSINESS PROTECH SCUBA, LLC, AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, 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 EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MY HEIRS AND MYSELF.

SIGNATURE: _____ DATE: _____