

## TERMS AND CONDITIONS

No reservations are confirmed until proper payment is received. Kamtime Adventures shall have no obligation and provide no confirmation of any reservation until the deposit is actually received. The clients' acceptance of verbal or written confirmation, and/or a deposit or final payment for services, constitutes clear and binding acceptance of these Terms and Conditions.

Unless otherwise stated, all trips require a minimum non-refundable deposit of \$250 per person, and balance is due 65 days prior to departure.

**CANCELLATION PROCEDURES:** Notification of cancellation must be made to Kamtime Adventures in writing. If you cancel your Travel Package booking, the following cancellation charge schedule may be enforced: (i) Written notification of cancellation received at our offices more than 120 days before departure are subject to a \$250.00 per person service fee; (ii) Written notification of cancellation received at our offices between 90 and 120 days before departure are subject to a \$500.00 per person service fee; (iii) Written notification of cancellation received at our offices less than 90 days before departure (or failure to join the Trip): are subject to 100% non-refundable Travel Package costs; (iv) These fees are in addition to any vendor fee that may be assessed, (up to 100%).

### **CANCELLATION CHARTERS, GROUP AND LIVEBOARDS PROCEDURES**

Notification of cancellation must be made to Kamtime Adventures in writing. If you cancel your Group Travel Package booking, the following cancellation charge schedule may be enforced: (i) Written notification of cancellation received at our offices more than 180 days prior to departure are subject to a \$500.00 per person service fee; (ii) Written notification of cancellation received at our offices less than 180 days prior to departure are subject to (or failure to join the Trip): 100% non-refundable. No portion of the trip in whole or in part can be sold or transferred without written consent of Kamtime Adventures.

Airline tickets are automatically non-refundable with varying penalties for changes.

Kamtime Adventures **STRONGLY ADVISES YOU TO PURCHASE TRAVEL/BAGGAGE AND TRAVEL CANCELLATION INSURANCE.** Those who fail to do so will be responsible for their own losses. Hurricanes, natural disasters, acts of terrorism, war and Acts of God can have a severe and costly impact on your travel plans. We strongly advise you to protect yourself with travel insurance, and we have comprehensive options available upon request. Kamtime Adventures will not be responsible for your losses.

**ACCURACY OF INFORMATION:** The information contained in our brochure, pricing documentation and on our website is correct to the best of our belief, but we accept no liability for any inaccuracies contained therein. Any information or advice provided by us on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on our part, and you accept responsibility for obtaining any necessary visas and travel documents required for the Dive Travel Package.

**MISCELLANEOUS:** Any flights forming part of the Travel Package arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with international law and conventions. Any likeness or image of you secured or taken during your participation in a Trip may be used by us without charge in all media (whether now existing or in the future invented) for promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet. By accepting the Customer Agreement, you agree that, if necessary, we may pass your contact details and numbers to any third party connected with the operation of the specific Travel Package which you have booked. This information will not be used for any other purpose by the third party, nor will it be passed to any other parties. Please note that international airlines are required by applicable laws to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements maybe disclosed to the customs and immigration authorities of any country in your itinerary or to which you may be diverted. This Customer Agreement may only be waived or amended by written mutual consent. When you accept this Customer Agreement, you agree.

No refund or transfer of any unused portion of the trip is permitted.

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.

In the event that transportation or liveboards are purchased from Kamtime Adventures, The base fare is guaranteed, however passengers are subject to any and all tax/fuel and surcharge increases imposed by service provider at time of ticketing.

Documentation requirements are subject to change: It is your own responsibility to confirm your documentation status.

**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. Kamtime Adventures reserves the right to modify and/or cancel diving arrangements due to unfavorable weather conditions and to substitute comparable equipment. No refunds can be made for canceled travel or diving arrangements due to adverse weather, 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 Kamtime Adventures may prescribe during the course of the program. Kamtime Adventures reserves the right to deny an applicant for any reason.

**RESPONSIBILITY:** YOU UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON YOUR BEHALF UPON THE EXPRESS CONDITION THAT NEITHER KAMTIME ADVENTURES NOR ITS OWNER, DIRECTORS, OFFICERS, EMPLOYEES AGENTS, CONTRACTORS OR SUBCONTRACTORS SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR YOUR TRIP. YOU FURTHER UNDERSTAND THAT KAMTIME ADVENTURES NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD KAMTIME ADVENTURES RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, KAMTIME ADVENTURES IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF DIVING OR MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM SWIMMING OR SCUBA DIVING OR FOR ANY OTHER REASON BEYOND THE CONTROL OF KAMTIME ADVENTURES, AND YOU UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET FORTH HEREIN.

**RELEASE OF LIABILITY:** If the travel includes Scuba Diving, client certifies that all statements regarding travel and/or 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 Kamtime Adventures 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, and that the information provided by Kamtime Adventures' 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.

It is expressly understood and agreed that Kamtime Adventures 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 Kamtime Adventures 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 Kamtime Adventures to accept the client under the age of majority, release Kamtime Adventures 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 Kamtime Adventures has not purchased insurance that would cover individuals in case of accident, injury and death or property damage. Kamtime Adventures **STRONGLY ADVISES** each traveler to purchase travel/baggage and trip cancellation insurance. Those who fail to do so will be responsible for their own losses.

**The client also agrees and realizes that an emergency medical situation may arise and hereby provides authorization to Kamtime Adventures 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 carry valid proof of citizenship and proper identification (current Passport). If you are traveling with children, some countries require specific travel permissions from both birth parents. Since proof varies with each country, contact our office about your specific destination. All persons on Dive Travel Packages must have a current, valid scuba certification card issued by an internationally recognized SCUBA diving certification association acceptable to Kamtime Adventures. Without proper identification, a passport and necessary visas, you will not be permitted to depart. 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.**

**This document creates a Contractual Agreement between you, the customer and Kamtime Adventures. The customers' acceptance of verbal or written confirmation, and/or a deposit or final payment for services, constitutes clear and binding acceptance of these Terms and Conditions.**

**If you have any questions regarding this agreement or Kamtime Adventures policies, please contact us in writing:**

**Kamtime Adventures 620 N Ahwanee Terrace Sunnyvale, CA 94085 USA or [kari@kamtime.com](mailto:kari@kamtime.com)**