



## ADVENTURE MARINE EXPEDITIONS

3419 Via Lido 632, Newport Beach, CA 92663 (800) 460-2575 Fax (866) 543-6054

### PARTICIPATION AND WAIVER AGREEMENT

Group Name: \_\_\_\_\_ Trip Date: \_\_\_\_\_

#### Participant Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ email: \_\_\_\_\_ SCUBA Agency & Number: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Physicians Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Medical Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

List ANY ALLERGIES, Food, Medicine, ect: \_\_\_\_\_

List Medical Conditions (Physical, Mental & Emotional): \_\_\_\_\_

**Purpose and effect of this Agreement:** The purpose of this Participation and Agreement hereinafter referred to as the "Agreement" is to set forth the terms and conditions of the participant's participation in the trip, as well as to ensure that the trip is enjoyable and safe experience. Please review all provisions carefully, as they intended to be contractual in nature and create mutual obligations between the parties.

**Conduct:** Participants shall properly conduct himself or herself at all times during the course of the trip. Participants shall obey all laws State and Federal

**Minors:** If the participant is a minor, a parent or legal guardian must submit a signed statement authorizing Adventure Marine Expeditions Supervisor to act on behalf of the parent or legal guardian in the event of medical emergency that might jeopardize the health of the participant.

**Health:** The participant shall have had at least one physical examination within the twelve (12) month period proceeding the trip. Unless otherwise indicated, Adventure Marine Expeditions believes each participant to be in good health and able to actively participate in all activities contemplated by this agreement. All known allergies, diseases, medical conditions and states of the participant must be set forth above. All information, including but not limited to that specifically request herein, which may be pertinent to the health and welfare of the participant must be provided in writing to Adventure Marine Expeditions in the space provided above, or submitted on a separate sheet attached to this signed agreement.

**Medication:** If the participant is currently taking regular medication of any sort, it is essential they bring this medication with them on the trip. The participant will be onboard a vessel for the duration of the program and will be unable to access a drug store, pharmacy, ect.

**Illness:** If the participant should require medical attention while participating in this program he/she authorizes Adventure Marine Expeditions to obtain such attention from any licensed physician or hospital Adventure Marine Expeditions deems necessary and appropriate. This authorization shall be valid weather the charges for such care will be covered by the participants insurance, private medical insurance covering the participants onboard, or otherwise borne by the undersigned. Should the participant become ill or accident occur, the individual indicated as the "contact person in case of emergency" will be notified. The cost for all prescription medication and any medical treatment that may become necessary for the participant shall be borne solely by the participant. Any monies paid on behalf of the participant by Adventure Marine Expeditions are due upon submittal of receipt to undersigned.

**Baggage and Personal Articles:** Baggage is limited to two (2) articles per person: one sleeping bag and a gear bag. Bring only those

article needed for participation in the program. Adventure Marine Expeditions is not responsible for lost, stolen or damaged items on or off Adventure Marine Expeditions premises including all transportation.

**Emergency:** In the event of emergency situation in which a outside party must contact the participant onboard the vessel contact our office (800) 460-2575. Shipboard telephone calls will only be received or placed in case of emergency.

**Drugs and Alcohol:** The vessel operates in compliance with the US Coast Guard Zero Tolerance Policy with regards to all types of illegal drugs. If there is suspected illegal drug use by any participant while onboard the vessel, the proper authorities will be contacted and the participant will be immediately sent home at his or her own expense, with no refund. Alcohol consumption and other types of unacceptable behavior by the participant will be immediately sent home at his or her own expense, with no refund.

**Smoking:** The PACIFIC MONARCH is a NON-SMOKING vessel.

**Firearms and other Weapons:** Participants are not to bring onboard firearms, explosives, knives, or any articles that could be dangerous or damaging to other participants or the vessel. The captain reserves the right to confiscate all such articles.

**Route or Destination:** The captain shall have the right to deviate from any prearranged route or destination if, in his sole discretion, such deviation is necessary for the safety of comfort of the participants.

**Deviation from Agreement:** Adventure Marine Expeditions will not be held liable for any damages claimed or sustained by participant if, because of storm, gale, hurricane, breakdown, governmental restrictions, war, strike, insurrection, Acts of God, or other reasons beyond control of the captain or Adventure Marine Expeditions, it is not possible to complete the trip contemplated by this agreement, or any portion thereof.

**Acknowledgment of Risk:** There are significant elements of risk involved in boat travel on the open seas and other waterways. Although Adventure Marine Expeditions has taken reasonable steps to provide participants with a safe marine expedition experience, certain risk cannot be eliminated altogether due to the inherent risks. Such inherent risk include, by are not limited to storms, gales, hurricane, other extreme weather, rough or choppy seas, which may result in violent movement, shaking or even capsizing of the vessel; wet floors and other damp surfaces which may cause slip and falls; mechanical breakdowns of the vessel; collision with objects and/or other vessels; and other unidentified perils. Exposure to any of the inherent risk may in certain circumstances, result in participant's serious bodily injury, disability or even death. Participants expressly acknowledges and accepts the existence of such risk. Participant, parent or legal guardian further Agrees to Hold Harmless Adventure Marine Expeditions, Adventure Cruise Lines, M.V. PACIFIC MONARCH, Ware Family, crew and agents.

**Disputes:** All disputes, differences or questions arising out of or relating to this agreement, or the validity, interpretation, breach, or violation or termination thereof, shall first try and be settled by NON BINDING arbitration pursuant to the California Arbitration Act, California Code of Civil Procedure Sections 1280-1294.2, inclusive, which statutory provisions are expressed incorporated herein and made party hereof. Arbitration shall be conducted in the County of Orange County, CA. The arbitration shall be conducted by a sole arbitrator who shall be a duly licensed attorney ( active or inactive) with at least five (5) years' experience with matters involving commercial maritime law in California. If the parties are unable to agree on a mutually acceptable arbitrator then the American Arbitration Association shall select an arbitrator having the qualifications stated above. In the event a agreement cannot be made all legal proceedings shall be brought exclusively in the county of Orange County, California and the parties hereby consent to the exclusive jurisdiction of this court.

**Images:** Adventure Marine Expeditions may use any participants photograph or likeness without further consideration.

**Entire Agreement:** This agreement constitutes the entire agreement of the parties and supersedes all other agreements. If any, relating to the subject matter hereof. No provisions of this agreement may be waived unless in writing and signed by all parties. Waiver of any one provision herein shall not be deemed to be a waiver of any other provisions herein. This agreement may be modified or amended only be written agreement by all of the parties. All purported oral modifications shall be of no force or effect.

**Severability:** Should any of the provisions of the agreement be declared or be determined by any court or other tribunal of appropriate jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining parts, term or provisions shall not be effected hereby, and said illegal or invalid part, term or provision shall be deemed stricken and severed from the agreement and any and all other terms of this agreement shall remain in full force and effect to the fullest extent permitted by law.

**PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT BY SIGNING THIS DOCUMENT PARTICIPANT MAY BE WAIVING LEGAL RIGHTS TO WHICH THE PARTICIPANT WOULD OTHERWISE BE ENTITLED. PARTICIPANT IS ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL IF PARTICIPANT HAS ANY QUESTIONS REGARDING THE TERMS OF THIS AGREEMENT OR THE EFFECT. HAVING BEEN SO ADVISED, AND NOTWITHSTANDING THE FOREGOING, THE PARTICIPANT KNOWINGLY AND FREELY EXECUTES THIS PARTICIPATION AND WAIVER AGREEMENT AND REPRESENTS THAT HE/SHE FULLY UNDERSTANDS ITS TERMS AND CONDITIONS.**

Further, the undersigned affirms he/she is a responsible party legally capable of executing this document on behalf or himself/herself, or on behalf of the participant as the participant's parent or legal guardian. The undersigned is responsible for all transportation to and from the vessel. Failure to make scheduled departure will not be the responsibility of Adventure Marine Expeditions and participant shall not be entitled to a refund should he/she miss the sailing of the vessel for any reason.

**Participants Signature: (Student / Chaperone)**

**FOR OFFICE USE ONLY**

ADVENTURE MARINE EXPEDITIONS

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent or Legal Guardian Signature Mandatory Prior to Departure**

**RETURN SIGNED TO YOUR GROUP LEADER**

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

