



## TRAVEL/TOUR TERMS & CONDITIONS

Reserving or participating in any travel services offered by Denver Dives with Ali, LLC (authorized to do business as Denver Divers & The Swim School of Denver) (hereinafter "**Denver Divers**", "**we**", "**us**") constitutes a contractual agreement between the participant ("**Participant**," "**you**") and Denver Divers and is an acknowledgement that you have read, understand, and agree to be bound by these Terms & Conditions ("**Terms**"), which includes Health & Safety and any other applicable waivers (see "Waivers" section) for your trip. You must be at least 18 years of age to make a reservation. In all cases, the person making the reservation represents and warrants that all participants have consented to, accepted, and agreed to be bound by these Terms.

Denver Divers reserves the right to update or amend these Terms at any time prior to you making a reservation. An up-to-date copy of these Terms is accessible on Denver Divers' website at [DenverDivers.com](http://DenverDivers.com). The Terms as listed online when completing a reservation are those that control.

Payment on any Tour indicates you and all members of your traveling party have read and accepted these Terms. Your booking is not confirmed until your payment is processed by Denver Divers and you receive a confirmation invoice.

### **PARTICIPATION:**

Denver Divers reserves the right to decline to accept or retain any person as a member of any tour, in which event your sole remedy shall be a prorated refund for any unused portion of the trip. Denver Divers further reserves the right to remove any person from a tour whose comportment is disruptive or dangerous to other tour participants, to Denver Divers representatives or to third parties involved in the tour, or is in violation of any applicable agreement between us and you. Should this occur, you will forfeit the trip cost, and Denver Divers shall have no liability, financial or otherwise.

We reserve the right to cancel any Tour because of inadequate enrollment that makes the trip economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. If we cancel a Tour, our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances.

### **REVISION OF CONTENTS OF SERVICES:**

Denver Divers may at any time cancel the tour or revise its contents and services for any of the following reasons: natural calamity or disaster, weather conditions, suspension of services rendered by transport, accommodation, or service provider facilities, provision of transportation not based on the original operational plan, governmental orders, pandemic, or other circumstances beyond Denver Divers' control. Denver Divers reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, Denver Divers must explain in a timely manner its inability to function according to the itinerary under the circumstances. However, said explanation may be made after revisions are made when conditions demand.

### **RESPONSIBILITY:**

The carriers, accommodations, and other suppliers providing package services are independent contractors and are not agents, employees, or servants of, or joint ventures with, Denver Divers or its affiliates. All travel documents for package services issued by Denver Divers are subject to the terms and conditions specified by the supplier, and to the laws of the countries in which the services are supplied.

### **PRICING:**

Quoted Tour prices are per person, double occupancy except where indicated. Prices include programming, planning, handling, and operational charges and are based on current rates of exchange, tariffs and taxes in effect at the time of publication. We reserve the right to increase Tour prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets. We will not give a breakdown in the price of a Tour or its parts.

If, after departure, the services included in the package cannot be supplied, or there are changes in an itinerary for reasons beyond the control of Denver Divers, Denver Divers will arrange for the provision of comparable services. Any resulting additional expense will be payable by travelers and any resulting savings will be refunded by Denver Divers to its clients.



**Reservations and Payments:** The Tour deposit amount is listed on the Website or in your brochure. The deposit is required in order to confirm your booking. Upon receipt of the deposit, Denver Divers will send you confirmation of your booking. Your final payment date will be listed on the confirmation. Final payment is due sixty (60) days prior to departure unless otherwise indicated on the Website or in the brochure. If your reservation is made within sixty (60) days of departure, the entire cost of the trip must be paid at the time of the request in order to secure confirmation.

**Travel Insurance:** We strongly recommend that you purchase travel insurance. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

**Single Travelers:** Tour prices are based on double occupancy. Single travelers will be expected to pay the single supplement fee if opting out of an assigned roommate.

**Cancellation by You:** We must receive your cancellation notice in writing and your cancellation date will be the date on which we receive your notice.

- If we receive your cancellation notice ninety-one (91) days or more from the Tour departure date, we will refund fifty percent (50%) of the deposit amount, and all of the Tour price, to the extent that you have made that payment, unless we are able to fill your spot prior to departure, in which case you will receive a full refund.
- If we receive your cancellation notice ninety (90) to sixty-one (61) days prior to the departure date, we will retain twenty percent (20%) of the Tour price based on double occupancy, excluding optional payments.
- If we receive your cancellation notice sixty (60) days or fewer prior to the departure date, we will retain one hundred percent (100%) of the Tour price.
- Any penalty imposed by an airline, including for airline service between points on the Tour or travel to or from the Tour, is your responsibility.

#### **NOT INCLUDED IN THE PACKAGE PRICE:**

Incidental charges and expenses other than those specified in the preceding article including, but not limited to, airfare not included in the quoted tour, costs associated with obtaining passports or entry visas; airport departure taxes (unless otherwise noted); excess baggage charges; gratuities; meals and drinks other than those specified in the Itinerary; sightseeing not included in the Itinerary; and personal expenses such as laundry, communication charges and optional activities (which are subject to availability). In addition, medical expenses for injuries and illness, and traveling and accommodation costs between arrival and departure outside the duration of the package itinerary are not included in the Tour price and are your sole responsibility.

**Other Taxes and Fees:** Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included in the Tour price unless stated.

**Baggage:** We assume no liability for loss or damage to baggage in transit to and from a Tour or while on a Tour. We recommend purchasing a supplemental travel insurance package.

#### **PASSPORTS AND VISAS:**

You are solely responsible for complying with passport and visa requirements. For U.S. travelers, international travel requires a passport valid six (6) months beyond your intended return travel date. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State [website](https://travel.state.gov) (travel.state.gov) for the latest passport and visa requirements.

#### **DIVE ACCIDENT INSURANCE:**

Denver Divers requires each participant to carry dive insurance to participate in the Tour. Your current medical insurance may not cover snorkeling or diving related medical emergencies and medical evacuation. During the Tour medical treatment, including hyperbaric chamber treatment may be hours or days away.

#### **YOUNG TRAVELERS:**

Unless otherwise indicated in the Tour description, all Tour passengers must be at least ten (10) years of age. However, some activities contained within an Itinerary may have a different age restriction than the overall minimum age requirement, in which case details will be provided at the time of booking. A parent or guardian must accompany travelers who are less than 18 years old on the date of departure, unless otherwise specified in the Tour description.

**SAFETY:**

Please be aware that during your trip arranged by Denver Divers, certain risks and dangers may arise beyond our control including, but not limited to, the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical facilities. Denver Divers will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. It is understood that Denver Divers will use its best efforts to ensure that adequate measures are taken.

**LIABILITY OF PARTICIPANT / INDEMNIFICATION:**

Participant hereby indemnifies and agrees to hold harmless Denver Divers, together with its owners, members, officers, employees, directors, agents representatives, contractors, partners and assigns ("**Indemnified Persons**"), from and against any and all loss, liability, damage or deficiency, (including interest, costs and attorneys' fees) that any of the Indemnified Persons might suffer, incur, sustain, or be subject to arising from Participant's fault, negligence, willful or wanton conduct, or Participant's breach of this Travel/Tour Terms and Conditions, the Travel Waiver and Release of Liability Agreement, the Travel Participant: Health & Safety COVID Representations - and - COVID Waiver & release of Liability Agreement, or any additional, ancillary agreements between Participant and Denver Divers. Participant is required to make every effort to utilize information acquired from Denver Divers and to understand the details of his or her rights and responsibilities as well as the details of package conditions

**PRIVACY POLICY:**

Denver Divers will use the personal information provided only for communicating with clients and for arranging transportation, accommodations, and services as necessary in order to provide the services requested by the client. You understand that on this tour or related activities, you may be photographed. You agree to allow your photo, video or film likeness and voice to be used by Denver Divers, organizers, representatives and/or assigns in their sole discretion without payment.

This Agreement (including the Travel Waiver and Release of Liability Agreement, the Travel Participant: Health & Safety COVID Representations - and - COVID Waiver & release of Liability Agreement, and all additional, ancillary agreements) are deemed entered into in the State of Colorado and the substantive law of the State of Colorado shall apply to the enforcement and interpretation of any of the agreements between the parties. The resolution of any dispute, claim or controversy shall be brought exclusively in the Colorado state court or the federal court sitting in Denver, Colorado.

I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND I AGREE TO THE TERMS AND CONDITIONS HEREIN AND ABOVE SET FORTH ON BEHALF OF MYSELF, MY MINOR CHILD / CHILDREN FOR WHOM I HAVE THE CAPACITY TO CONTRACT, MY HEIRS AND MY PERSONAL REPRESENTATIVES. I REALIZE THAT THIS DOCUMENT IS A CONTRACT.

---

Print Name

---

Signature

---

Date

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

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