

# Gypsy Divers Trip Application

TO:

\_\_\_\_\_

DATES: \_\_\_\_\_

LEADER(S): \_\_\_\_\_

\_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Home Ph.# \_\_\_\_\_

Day Ph.# \_\_\_\_\_ Ext: \_\_\_\_\_

## TRAVEL DOCUMENT COPIES ATTACHED:

Cert. Card     DAN Card     Passport

Using Gypsy air travel arrangements?     Yes     No

Your Doctor's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Person to contact in the event of an emergency: \_\_\_\_\_

Relationship to you: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

**ARE YOU A CERTIFIED DIVER?**     YES     NO

Total # of dives logged: \_\_\_\_\_ Date/Location of last dive: \_\_\_\_\_

How do you rate yourself?     Beginner     Intermediate     Experienced

Please indicate the number of dives you have made in the following categories:

Night diving \_\_\_\_\_ Ocean diving \_\_\_\_\_ Wreck diving \_\_\_\_\_ Drift diving \_\_\_\_\_ Below 100' \_\_\_\_\_

I, (Please print your full legal name) \_\_\_\_\_, certify that the statements made regarding my experience and physical condition are correct. I understand that if I plan to go scuba diving on this trip, my acceptance on this trip is predicated on my assurance that I am physically fit to engage in ocean scuba diving and that I fully understand the risks involved and am prepared to assume such risks. I further agree to hold harmless the Gypsy Corporation DBA Gypsy Divers, David Lee Farrar and Margie Lynn Rhodes, and any employees, subcontractors, or agents acting on behalf of Gypsy Divers in the event of any diving accident or injury which I may incur during the above listed trip. I further understand that the remoteness of the destination I have chosen may preclude immediate access to appropriate medical care and/or recompression therapy. *I state candidly and without reservation that I am willing to assume complete responsibility for all risks encountered during this trip. My signature, or the signature of my parents/guardians if I am under the age of maturity, attests to my understanding and agree to the above assumption of risk, and also to the statement of terms and conditions listed on the next page which I have read and initialed.*

Signed this day: \_\_\_\_\_ By: \_\_\_\_\_

Printed names and signatures of parents or guardians if applicable:

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_

(IMPORTANT: You must now read and initial page 2 and include it with this application. Thanks!)

# General Information and Statement of Policy

*(Please read carefully and initial each section)*

\_\_\_\_\_ **Reservation Policy:** A completed application and a minimum \$200 deposit is necessary at time of booking. Full payment is generally due 45 days prior to departure. Bookings made within 30 days of departure are to be PAID IN FULL and may be assessed additional fees if last minute cables, phone calls, faxes, or other administrative expenses are incurred. Certain trips (i.e., live-aboards and expensive trips) may require a larger deposit (\$300-\$500 at booking) and require following a multiple payment schedule.

\_\_\_\_\_ **Modifications:** Any agent or employee of Gypsy Divers reserves the right to modify the trip program and/or change the trip price for any reason. In the event of a price change, the applicant shall have the right to cancel with full refund.

\_\_\_\_\_ **Responsibility:** It is understood that the agents and employees of Gypsy Divers are independent of, and have no business association, partnership, joint venture, ownership 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 any agent or employee of Gypsy Divers assumes no responsibility or liability for service, transportation, or equipment made available by any resort, hotel, or other person or entity, 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, firm, or entity. It is also understood and agreed that any agent or employee of Gypsy Divers does not, by acceptance of this applicant, assume any responsibility or liability for the safety or any participating individual, particularly when such individual is engaged in underwater activities, whether alone or in groups, under the supervision of tour escort, or otherwise.

\_\_\_\_\_ **It is expressly understood** that Gypsy Divers, its agents and employees, cannot verify either the ability or suitability to scuba dive of each trip participant and therefore cannot guarantee that the participant will be allowed to dive by the dive operator. If the diving proficiency of the participant is not acceptable, refund for the diving portion of the trip is totally at the discretion of the dive operator. Gypsy Divers will return to the trip participant any refund offered by the dive operator, less any reasonable charges or expenses incurred in securing that refund.

\_\_\_\_\_ **It is expressly understood** that the tour escort of the trip is acting only in the capacity of a tour escort. Although the escort may or may not be a certified scuba instructor, and will give freely of his/her diving knowledge and experience, the escort is not acting in the capacity of instructor unless specifically noted by separate agreement.

\_\_\_\_\_ **It is expressly understood** that, due to the possible remoteness of the destination, access to adequate first responder treatment, immediate medical care, and appropriate hyperbaric care facilities (recompression chambers) may be extremely limited if not totally unavailable without considerable transport. **For this reason, we strongly advise all trip participants to be insured through the Divers Alert Network.**

\_\_\_\_\_ **Release:** The applicant, or the undersigned parents/guardians of an applicant under the age of maturity, releases and absolves the Gypsy Corporation, DBA Gypsy Divers, David Lee Farrar and Margie Lynn Rhodes, and any and all agents and employees of Gypsy Divers from any and all liability for property loss or damage, and/or from any and all damages resulting from death or personal injuries, including loss of services arising out of, or in conjunction with applicant's chosen travel program, whether resulting from negligence of any one in charge of or participating in said program or from ownership, maintenance, use, operation or control of any automobile, ship, airplane, bicycle, boat, vehicle, inn, hotel, common carrier, or otherwise.

\_\_\_\_\_ **Substitution/Cancellation:** It is further understood and agreed that the remoteness of the area, new local government regulation, customs, prevailing weather conditions, or any other factors may cause substitution of facilities and/or equipment, minor inconvenience or modification of the travel itinerary. All agents and employees of Gypsy Divers reserve the right to modify and/or cancel diving arrangements due to unfavorable weather conditions or any other reason that may affect the safety of the group, and to substitute facilities and equipment if necessary. No refunds can be made for arrangements cancelled due to adverse weather, mechanical failure, or for substitution of facilities and/or equipment or for minor inconvenience. Unused portions of trips are non-refundable.

\_\_\_\_\_ **Very Ugly Cancellation Policy:** When a space on a tour is sold, it is removed from our tour inventory and no further attempts are made to sell that space. Some destinations require a certain group size to guarantee special services and rates. For this reason, all trip deposits are completely non-refundable. Once final payment is made, it, too becomes 100% non-refundable, whether or not the trip eventually sells out. If you cancel at any point, your money is forfeit, period. NO exceptions. **We strongly advise our travelers to obtain trip interruption/cancellation insurance in the event of a forced or unforeseen trip cancellation.**