

## **Policies and Considerations**

### **Incredible Adventures Inc & Ocean Outreach Inc Great White Shark Adventure**

**Health Considerations:** It is solely your responsibility to judge whether you are healthy enough to take part in this adventure and whether you want to assume the risks involved.

**Liability Considerations:** The activities in this adventure package are inherently dangerous and MAY INVOLVE THE RISK OF SERIOUS INJURY OR DEATH. You must read and sign the Release of Liability supplied by Incredible Adventures, Inc. / Ocean Outreach, Inc before being permitted to participate.

**Payment Terms:** Balance of package price is due in full at time of booking. No reservations are confirmed without full payment.

**Cancellations and Refunds:** Once a Great White Shark Adventure has been booked all money paid is nonrefundable. In the event that Incredible Adventures, Inc./Ocean Outreach, Inc has to cancel the shark dive due to weather, sea conditions, mechanical failure, etc., a gift certificate will be issued, allowing the participant to return any time within a one year period, subject to date availability. This gift certificate is transferable. No cash refund will be given.

**No Shark Guarantee:** We cannot guarantee you will see great white sharks. We will take you to the best places at the best time of year, on one of the best boats, with some of the best people. The rest is up to nature and beyond our control.

Incredible Adventures / Ocean Outreach reserves the right to change the program's dates and itineraries as conditions warrant and may cancel an itinerary before departure for any reason, including too few participants. Should we have to cancel a program, we are not responsible for any expenses incurred in excess of the program's cost.

**Drug and Alcohol Policy:** You are not allowed to consume alcohol or any drug, pharmaceutical or substance which could negatively affect your ability, comprehension, reasoning, judgment, skill or coordination for a period of at least 8 hours before your dive(s). Violation of this rule may result in the non-refundable cancellation of your dive(s).

**Responsibility-** This Great White Shark Adventure has been arranged by Incredible Adventures, Inc and Ocean Outreach, Inc. The suppliers providing your shark adventure are independent contractors and are not agents or employees of Incredible Adventures, Inc. By utilizing the services of our suppliers, you agree that Incredible Adventures, Inc. and Ocean Outreach shall not be held liable for any accident, loss, injury, to you or those traveling with you, in connection with any accommodations, transportation, or other services or relating directly or indirectly from any occurrences or conditions beyond their control, including defects in vehicles, breakdown in equipment, theft, strikes, delays, weather related or not, cancellations, or changes to itineraries or schedules. In the unlikely event that services are not available as stated, due to reasons beyond Incredible Adventures, Inc./Ocean Outreach control, every effort will be made to provide services of equal standard and quality for your safety and enjoyment.

**Limitation of Liability-** You acknowledge that in all events Incredible Adventures Inc/ Ocean Outreach shall not be liable for any consequential damages and that the sole extent of Incredible Adventures/Ocean Outreach liability shall never exceed the amount paid by you to Incredible Adventures, Inc./Ocean Outreach.

I have read, understand and agree to the above policies:

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

Address and Date: \_\_\_\_\_