

**WATER PLANET ADVENTURES SUMMER 2009 VOYAGE APPLICATION**

P.O. Box 482 New Tazewell TN 37824 (423) 626-4679

Please fill in all information completely, attach a recent wallet size photo, and \$1000 deposit check or other form of payment if you have not already done so. No cash please. Mail to:

Water Planet Adventures P.O. Box 482 New Tazewell TN 37824 USA

Student last name (please print) First Middle
Home address City State Zip Country
Home phone Student email address
Student sex please circle one M F Birthday MM/DD/YY Age at time of Voyage
Students approximate height Weight T-Shirt size XS S M L XL XXL

Resident parents(s) address if different than above Lives with?
Street address City State Zip Country
Mother's occupation Business phone Cell phone email address
Father's occupation Business phone Cell phone email address

Check one preferred Voyage and one Program:
\_\_\_ Voyage One \_\_\_ Voyage Two \_\_\_ Voyage Three \_\_\_ Undecided

- \_\_\_ Program One: Open Water Diver, Advanced Open Water Diver, Two Specialties.
\_\_\_ Program Two: Advanced Open Water Diver, Rescue Diver, EFR, Two Specialties
\_\_\_ Programs Three: Master Scuba Diver, Rescue Diver, EFR, Five Specialties
\_\_\_ Program Four: Dive Master (Note: This is a professional level of certification with special requirements.
(Contact Water Planet Adventures before enrolling in this program.)

Students swimming ability (circle one):
Sink like a stone Poor Average Excellent Future Olympic contender
Any scuba or sailing experience or certifications? Include certification agency, number of dives and date of last dive.
Any history of respiratory problems, or exercise/stress related asthma? Y N
Please explain
Any past or present sinus or ear problems, or surgery? Y N
Please explain
Any special dietary needs or food allergies?
Are any medications or allergy serums taken or required on a regular basis?

How did you hear about Water Planet Adventures?
Do you know anyone else who may be interested in joining us? Earn \$250 credit off tuition for each friend who signs up based on your referral.

Emergency Contact Information

Please provide the name and phone of a grandparent or other nearest relative in the event that parents can not be reached.

Name Phone number Relationship
( )
( )

## Payment Requirements

Prior to February 1<sup>st</sup>, include a \$1000 deposit with application.

After February 1<sup>st</sup>, 50% of tuition is due with application.

After April 1<sup>st</sup> all applications must include full tuition. Space is reserved on a first-come basis and deposits should be made as soon as possible. Call us at 423-626-4679 or to ensure the availability of space. Upon receiving your completed application and deposit, we will email verification of your reserved space, and an information package containing specific liability waivers which must be signed and returned.

Please select one of the following payment options:

Check enclosed. Please make checks payable to Water Planet Adventures LLC.

Visa

Master Card

American Express

Pay Pal

If paying by credit card:

Name on account \_\_\_\_\_

Billing Address (if different from primary residence):

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Authorizing Signature and Amount of payment.

\_\_\_\_\_ \$ \_\_\_\_\_

Please note, for offline credit card payments, in order to protect you, we will contact by phone to obtain the security check digit on the back of your card before posting payments.

If paying online, go to [waterplanetadventures.com](http://waterplanetadventures.com) and follow online sign up directions.

All prices are based on cash (check) payments. A 3% surcharge will be added to credit card and Pay Pal transactions. Tuition price does not include air fare, departure taxes, personal necessities, or spending money.

Additionally, a \$250 referral credit off tuition can be earned for each friend or acquaintance who you list and who subsequently signs up. Credit is applied at the time of referral deposit receipt.

For parents enrolling two or more children, or, a child attending two consecutive voyages in a summer, a one time 5% discount will be given on tuition paid for the second sibling or voyage.

Applications must include a signed Code of Conduct and Liability agreement, and \$1000 tuition deposit.

Minimum age of enrollment at time of Voyage is 13.



## **GENERAL RULES OF CONDUCT AGREEMENT AND LIABILITY WAIVER**

Please read carefully and completely. This is a legal liability release and student conduct agreement, and must be understood and signed by both parent or legal guardian, and program participant.

### **TERMS OF ENROLLMENT**

Students should enroll early as all berths are “first come, first serve” and space is extremely limited. Water Planet Adventures can not reserve a space without receipt of initial deposit and meeting of subsequent payment terms. To assure enrollment, complete and return this application and General Rules of Conduct and Liability Waiver, signed, with a \$1000 initial deposit. In the event that a Voyage or other activity is cancelled prior to departure, Water Planet Adventures shall have no liability beyond refund of deposits or money already paid. All routes, itineraries, and functions may be changed at the discretion of the Program Director without notice to suit the needs of Water Planet Adventures.

Permission is given by the participant and parents or legal guardian to Water Planet Adventures to use all photographs, videos, recordings and writings taken or produced by the participant during the voyage.

Participant is required to obtain personal dive insurance. Dive insurance can be obtained at reasonable cost through DAN, the Divers Alert Network. Dan can be reached by using the link on our homepage or by calling 919-684-4326.

### **PERSONAL CONDUCT AGREEMENT**

The participant and parents or legal guardian agree to observe all Water Planet Adventures rules. Participants are expected to sleep in assigned or designated areas, and to respect off limits areas as defined by Water Planet Adventures staff. Horseplay and ‘rough housing’ is expressly forbidden. It is expected of all participants to share in cooking and cleaning activities, and to maintain acceptable personal hygiene. It is also expected of all participants to participate in sailing and operation of the program vessel including steering, navigation and basic seamanship.

All Water Planet Adventures vessels are “smoke, alcohol and drug free” at all times during voyages by both student and staff. At no time will the presence or use of tobacco or other smoking substances, alcohol used for the purpose of ingestion, or illegal drugs or narcotics be tolerated. Any use of these substances will be grounds for immediate removal and termination from all Water Planet Adventures programs.

Scuba and sailing activities are conducted as group activities. Students must be prepared to complete all reading assignments and exercises required by the staff of Water Planet Adventures, in order to maintain parity with other members of the group. Failure to complete assignments or exercises in a timely manner may result in not receiving certifications or being allowed to participate in certain diving or sailing activities.

Water Planet Adventures strives at all times to maintain a wholesome, family environment aboard ship. Cursing, foul language, derogatory racial terms, or other forms of verbal abuse of other shipmates or staff can not be tolerated at any time. Physical abuse or fighting, sexual harassment or derogatory sexual verbal abuse, and sexual activity will also be grounds for immediate dismissal from the program.

The Program Director reserves the right to dismiss any participant who has violated the Code of Conduct or has been associated with others in violations, is otherwise creating an overall negative environment for the program or is a medical risk to themselves. If dismissed by the Program Director or in the event of withdrawal for any reason, no refunds can be given. Further, it is understood by the parents or legal guardians that any additional departure travel costs incurred including costs of staff accompanying participant if required, are the responsibility of the parents or legal guardians. Additionally, it is understood that it may not be possible for staff members to

accompany participant for some or all of the return trip and that travel itineraries, including departure airport, may have to be changed.

### **MEDICAL AND LIABILITY RELEASE**

Parent or legal guardian understands that Water Planet Adventures, during the course of normal sailing and diving activities within the proscribed area of operation, may at times be in remote locations with minimal or no international communication. In the unlikely event of accident or injury Water Planet Adventures or its designees are hereby authorized to act in loco parentis to secure medical treatment for my child, including but not limited to, authorizing the attending physician to secure and perform medical treatment, hospitalize, order blood transfusions, injections, anesthesia, X-ray procedures, medications and surgery. Parent or legal guardian also agrees to be responsible for all costs incurred for physicians and medical treatment, or other medical services provided to my child, transportation and accommodation costs incurred by staff members.

In the unlikely event of accident, injury or illness, representatives of Water Planet Adventures will make every effort possible to contact parent(s) without delay. If it is not possible to contact parents, Emergency Contacts listed will be notified. It is also understood that medical care in foreign countries may be substandard with respect to facilities in the United States and generally less available. By signing below, parent or legal guardian signifies agreement with these and all other terms.

### **TERMS OF PAYMENT**

Total cost of regular season Voyages is \$4150.

Prior to February 1<sup>st</sup>, include a \$1000 deposit with application. Should your plans change, 75% of the deposit will be returned prior to February 1<sup>st</sup>. After February 1<sup>st</sup>, deposit is forfeited, or may be applied to a future Voyage by members of the same family on a space available basis.

After February 1<sup>st</sup>, 50% of total tuition is due with application.

After April 1<sup>st</sup>, full tuition is due and all applications must include full tuition. A 3% late fee will be assessed on all outstanding tuition after May 1<sup>st</sup>. Space is reserved on a first-come basis and deposits should be made as soon as possible. Call us at 423-626-4679 to ensure the availability of space. Upon receiving your completed application and deposit, we will email verification of your reserved space, and an information package containing specific liability waivers which must be signed and returned.

Payment schedules and late payments may be accepted if prior arrangements are made. Contact Water Planet Adventures for details. However, Water Planet Adventures reserves the right to cancel applicants who have not fulfilled Terms of Payment, and accept other applicants. After May 1<sup>st</sup>, no refunds will be given. Because of the group model of scuba instruction, participant arrivals after 48 hours of program commencement will be considered a cancellation and no refund will be given.

All prices are based on cash (check) payments. A 3% surcharge will be added to credit card and Pay Pal transactions. Tuition includes all registration fees, supervision, use of all scuba and water sports equipment, day excursions, program sponsored activities, room and board. Not included are travel expenses to and from the program country, departure taxes, personal expenditures such as souvenirs, optional meals and snacks, medical expenses, and phone calls.

In consideration for full payment of tuition and program enrollment, Water Planet Adventures agrees to reserve a berth, charter yachts, hire scuba instructors and other supervisory staff as needed, and hire appropriate guide

services for certain day excursions. No refunds can be given for late arrivals or early withdrawals.

Please Note: There are many Travel Insurance programs available which provide a full refund in the event of cancellation of your travel plans. Water Planet Adventures does not endorse any particular plan or policy, nor receive compensation for endorsements. However, we strongly recommend that a Travel Policy be obtained in the event that applicant must cancel for some unforeseen event.

Applications must include a signed General Rules of Conduct Agreement and Liability Waiver, and \$1000 tuition deposit. Minimum age of enrollment at time of Voyage is 13.

### **GENERAL LIABILITY RELEASE**

Parent or legal guardian represents that they have authority to enroll and authorize participation in Water Planet Adventures Programs, by applicant. In the event of legal action taken against Water Planet Adventures by any other non-signing parent or legal guardian of applicant, contracting parent or legal guardian agrees to indemnify Water Planet Adventures, their heirs, successors, assigns, agents, employees, and personal representatives from all liability, claims, actions, suits, demands, causes of actions or proceedings associated with Water Planet Adventures actions or omissions under this contract affecting the participant. Further, contracting parent shall reimburse Water Planet Adventures for reasonable legal fees incurred, and for all judgements as a result of such legal action.

Further understand, that Water Planet Adventures, and all affiliated companies or persons act only as agents for participants and assume no liability or responsibility for any damages or loss, injury, accident, delay or irregularity with respect to property or persons occasioned by any cause whatsoever, whether direct or indirect. It is understood that travel, from the moment of departure until returning home, whether by plane, boat, automobile, or on foot, contains elements of inherent risk of injury, illness or death which may be caused by force of nature, negligence of others, or unforeseen causes. Participants and parent or legal guardian hereby assumes all risk of injury, illness or death, and releases from all such actions, claims, damages or demands Water Planet Adventures, its employees, agents, and all companies associated with or in contact with Water Planet Adventures which may result from participation in Water Planet Adventure programs.

Water Planet Adventures is appointed to serve in loco parentis. During the course of program participation, hazardous equipment such as SCUBA and sailing yachts will be used, travel during program activities via public transportation may be utilized. In consideration of Water Planet Adventures accepting participant on a voyage, participant and parent or legal guardian does hereby release, discharge and hold Water Planet Adventures, its staff, agents, employees, contractors, members and invitees harmless from any and all liability for loss, damage, and expenses resulting from illness, injury to, or death sustained by participant. Water Planet Adventures is not responsible for injuries or death in the course of any accidental occurrences during program activities. Further, Water Planet Adventures is not responsible for the damage, loss or theft of personal items used during program activities. It is also understood that participant, and parent or legal guardian, is responsible for Water Planet Adventures equipment and property used by participant during the voyage and will be required to reimburse Water Planet Adventures for any willful or accidental destruction or loss of said equipment.

This contract shall be entered into and governed under Tennessee law in the event of any action brought against Water Planet Adventures, its agents, or affiliated companies or agents. Venue of any and all disputes which may arise as a result of this agreement shall be in a Tennessee state court of competent jurisdiction in Claiborne County, Tennessee. The parties specifically waive any rights to bring about any action or proceeding in federal court and any right to a jury trial in any action under this contract or resulting from it. If the federal court provision is held invalid, any action or proceeding that is brought about in federal court shall only be brought in the U.S. District Court, Eastern District of Tennessee. The parties waive any right to a jury trial in any action or proceeding under this contract or resulting from it, whether for breach of contract, negligence, tort, products liability, strict liability or any other legal theory of a cause of action. In actions against Water Planet Adventures which result in settlements substantially upholding Water Planet Adventures position, adversary party shall reimburse Water Planet Adventures's reasonable court costs, expenses, and all attorney fees. No party against whom an action is

brought under this contract shall be liable for consequential or punitive damages. If any element of this contract shall be deemed unenforceable, the remainder shall remain in effect.

Participant and/or parent or legal guardian understands that this contract is a release from liability for Water Planet Adventures and hereby agrees that this contract shall be binding upon parent or legal guardian as well as family, heirs and administrators. Participant and/or parent or legal guardian fully comprehends and understands the content of this contract and liability release and signs it of their own free will. Additionally, a Medical Questionnaire and an Acknowledgment And Assumption of Risk and Release for the voyage will be forwarded as part of the mail out package sent upon receipt of deposit. These forms should be completed and returned in the stamped, self addressed envelope provided. It is the responsibility of participant and parent or legal guardian to review the Medical questionnaire and to work with a physician if necessary to determine if Water Planet Adventures Programs are appropriate for participant.

By signing this instrument undersigned is acknowledging they have read it fully and understand all Terms. This contract can not be modified except in writing by both parties. Contract becomes valid upon receipt of \$1000 deposit and review and acceptance by Water Planet Adventures.

Signature of Parent or Legal Guardian

Date

\_\_\_\_\_

\_\_\_\_\_

Signature of Participant

Date

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Water Planet Adventures LLC  
P.O. Box 482 New Tazewell TN 37824  
Telephone: 423-626-4679  
email: [Info@Waterplanetadventures.com](mailto:Info@Waterplanetadventures.com)