

PARTICIPANT INFORMATION

FULL NAME :

AGE :

HEIGHT :

WEIGHT :

NATIONALITY :

PASSPORT NUMBER :

ADDRESS :

PHONE :

EMAIL :

TOTAL NUMBER OF DIVES :

LICENSE No:

SCUBA SCHOOL :

DIVING QUALIFICATION :

SURFING EXPERIENCE :

SAILING EXPERIENCE :

TREKKING EXPERIENCE :

HISTORY OF HEALTH CONCERNS :

HISTORY OF ALLERGIES TO MEDICATION :

EATING PREFERENCES (IE. VEGETARIAN) :

LIABILITY INDEMNIFICATION AGREEMENT

The undersigned hereby agrees to indemnify and hold The Imajica Experience, it's agents, insurers, affiliates and employees harmless for any death or injury arising from swimming, surfing, diving, canoeing, trekking or the use of dinghies, snorkels, masks, fishing gear or other equipment such as scuba diving equipment, the use/abuse of drugs, consumption of alcohol and unauthorised activities of any type. This waiver excludes any injury caused by deficient equipment. During such time as a skipper is employed and present on the vessel, the skipper will be responsible for the safe operation and well being of the vessel. The skipper's instructions are final and must be obeyed by all passengers. Any children passengers under the age of 18 must be cared for by a parent or adult legal guardian at all times and this Agreement must be signed for and on their behalf by a parent or adult legal guardian.

SIGNED:

DATE:

Passenger

Name Printed

TRAVEL INSURANCE WAIVER

The undersigned passenger acknowledges, agrees and understands that The Imajica Experience or it's agents have not provided travel insurance cover for him or her or any other passenger. Each passenger must take out his or her own travel insurance to cover injury, loss or damage of any kind to any person or property, medical or evacuation expenses. Travel insurance must also be taken out by each passenger in relation to cancellation fees as no refund will be made. Any passenger wishing to scuba dive must be covered at a minimum by DAN Travel Assist.

SIGNED:

DATE:

Passenger

Name Printed

TERMS & CONDITIONS

Expedition departure date: _____

The Imajica Experience or it's agents shall:

1. Collect passengers from the agreed airport on the agreed date and time for transport to the schooner Imajica II or hotel as arranged.
2. The vessel will be staunch, clean and in full commission.
3. A competent skipper will be provided for the journey. The Imajica Experience or it's agents reserve the right to assign and substitute crews without notification to the passengers.
4. Perform the journey in accordance with the agreed itinerary or as varied by the skipper and crew based on their experience and taking into account weather conditions.
5. If the journey is cancelled by The Imajica Experience or it's agents, provide the passengers with at least 7 days notice where practicable, or otherwise reasonable notice taking into account the reason for the cancellation and will provide passengers with a full refund of the cost of the journey in this instance.
6. Reserve the right to return the vessel to Kavieng harbor or any other safe base upon the forecast or occurrence of severe weather. The Imajica Experience or it's agents may, in their absolute discretion, give the passengers a partial refund if they elect to prematurely end the journey.

Each passenger shall:

1. Not hold The Imajica Experience or it's agents liable for any refund of fees or costs, including travel expenses, should the passenger cancel their journey. The passenger shall rely solely on any trip cancellation insurance taken out by him/her.
2. Pay any expenses for additional services rendered at the passenger's request that are not included in the journey price.
3. Indemnify and hold The Imajica Experience or it's agents' insurer's, affiliates, and employees harmless from any loss whatsoever for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks or other equipment such as scuba equipment, the abuse of drugs or consumption of alcohol.
4. Where intending to dive, produce a photocopy of his/her PADI or SSI dive license and a copy of his/ her DAN insurance cover.
5. Indemnify and hold The Imajica Experience or it's agents', insurer's, affiliates, and employees harmless from any loss suffered as a result of illness suffered by the passenger in respect to food safety and health matters. The passenger shall at all times be responsible for his/her health and food safety. Whilst all care will be taken by The Imajica Experience or it's agents in respect of food safety, matters including all vaccinations prior to departing on the journey shall at all times be the responsibility of the passenger.
6. Accept responsibility for all costs, expenses or damages caused by the gross or willful negligence of the passenger.
7. Depend on the crew for the safe navigation of the vessel and shall abide by the judgments of the skipper and crew as to the sailing, weather conditions, anchorages and other pertinent matters. The skipper's decisions and instructions shall be final and binding on each passenger.
8. Abide by all instructions in respect of use and location of safety equipment and indemnify and hold The Imajica Experience, it's agents, insurer's, affiliates and employees harmless from any consequences that flow from breach of safety procedures as instructed, including consequential loss.
9. Comply with all laws and regulations of Papua New Guinea or of any other government within the jurisdiction in which the vessel may be at the time.

General Provisions:

1. The Imajica Experience or it's agents cannot be responsible or liable for loss, damage or theft of personal luggage and belongings. Each passenger should check with their insurance agent prior to departure to make sure they are adequately covered for all eventualities.
2. All promotional material published by or on behalf of The Imajica Experience or it's agents is only an indication of what can be expected and may not necessarily reflect the passenger's experience.
3. Should either party to this Agreement violate any provisions of this agreement or in any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all legal fees and costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration, or appellate proceedings.
4. This Agreement cannot be modified without the written consent of both parties hereto and the failure of either party to insist upon strict compliance with the terms set forth herein shall not be deemed a waiver of any such party's rights hereunder.
5. This Agreement shall be construed and interpreted in accordance with the laws of Papua New Guinea.
6. This Agreement shall operate in conjunction with the Liability Indemnification Agreement and Travel Insurance Wavier Form.
All three documents together shall constitute the entire Agreement between the parties and supersede all prior understanding and agreements to the extent of any inconsistency. The parties agree that no representations or warranties have been offered to or made to any party as an inducement to enter into this Agreement and all negotiations are merged herewith.

SIGNED:

DATE:

Passenger

Name Printed