



**CANCELLATION TERMS & CONDITIONS OF TRAVEL**

Please ensure you have read these Terms & Conditions for travelling aboard Spirit of Freedom. We require that you complete and **return this form and the Diver/Snorkeller Information form**, at least 2 weeks prior to trip with us. **Thank you for your assistance.**

**We look forward to seeing you aboard Spirit of Freedom!**

Spirit of Freedom Pty Ltd will herewith be referred to as SOF

**1. CANCELLATION POLICY**

20% cancellation fee applies with 60-22 days notice  
100% cancellation fee applies for 21 days or less notice

**2. TERMS**

SOF will endeavour to adhere to the scheduled itinerary, but reserve the right to alter the proposed itinerary or cancel the trip in the event of extreme weather conditions. Trip itineraries are subject to change at the sole discretion of the Master of the Vessel. In the event that a trip is delayed, or cut short due to weather, mechanical breakdowns, or medical emergency, fees will not be refunded. SOF will not be held financially responsible for an alternative trip or accommodation, any inconvenience incurred, or for adverse weather conditions or illness as a result. Trip fees will not be refunded should you be unable to board in time for the scheduled departure or be unable to complete all available dives.

**3. MEDICAL & TRAVEL INSURANCE**

All SOF passengers are strongly advised to purchase a comprehensive Travel Insurance policy that includes

- (i) Trip Cancellation insurance
- (ii) Lost/damaged personal belongings or equipment, due to any reason must be claimed on Travel Insurance.
- (iii) Evacuation & Medical cover for Scuba Diving.

Please be aware that Scuba Diving and in-water activities are not covered by all Travel Insurance companies. *Please read the wording of your policy carefully.* **NOTE:** In a Medical Emergency any evacuation, vessel relocation or medical expenses are the financial responsibility of that diver.

**Divers Alert Network (DAN)** [www.diversalertnetwork.org](http://www.diversalertnetwork.org) & **Dive Assure** [www.diveassure.com](http://www.diveassure.com) offer comprehensive insurance packages specifically for Scuba Divers.

**4a. ON BOARD FEES - MARINE PARK LEVY**

A \$15.00 pp per trip fee (Environment Management Charge) applies to all passengers entering the Great Barrier Reef Marine Park, and is payable on board

**4b. ON BOARD FEES - FUEL LEVIES**

Due to instability of the price of fuel a levy may be payable on board. As at December 2008, the below fuel levies apply  
3 Day Tour: \$30 per person  
4 Day Tour: \$40 per person  
7 Day Tour: \$70 per person  
Spirit of Freedom reserve the right to increase this levy without notice, in line with world-wide fuel increases.

**5. LUGGAGE/ WEIGHT REQUIREMENTS**

Due to light aircraft flights, guests on the 3 and 4 day tours have a total luggage weight limit of **20 kilograms (45 lb)** per person. Secure storage is available at the Spirit of Freedom office for excess luggage.

**6. OTHER**

Certified divers must present a valid Certification Card and be equipped with a safety sausage, whistle and alternate air source (included in Hire Equipment package).

Same gender cabin share is not guaranteed

**BOOKING DETAILS**

DATE OF DIVE TRIP: \_\_\_\_\_

TYPE OF DIVE TRIP: 3 DAY COD HOLE  
(Please circle) 4 DAY CORAL SEA  
7 DAY COD HOLE & CORAL SEA

**MEDICAL STATEMENT & DISCHARGE OF LIABILITY**

**DISCHARGE OF LIABILITY**

It is a fundamental condition of this contract between 'Spirit of Freedom Pty Ltd', and its directors, employees, agents and independent contractors (collectively and severally referred to as "SOF" on the one part and

(Your Name): \_\_\_\_\_

on the other part, that to the extent permitted by law "SOF" is hereby discharged and indemnified by my/our executor(s), my/our administrator(s) and my/our dependent(s) from any liability for any damage, death or injury whatsoever arising out of, or incidental to, this diving trip and other services provided by "SOF", whether or not such damage or personal injury is caused or contributed to by "SOF".

I acknowledge that I will be participating in activities, which are undertaken for the purposes of recreation and involve a significant degree of physical exertion or physical risk. I further acknowledge that I am aware of the risks of injury associated with my participation in this diving trip and agree to voluntarily assume such risk.

I further acknowledge that the use of any equipment hired or loaned to me by "SOF" is entirely at my own risk. I shall return any such equipment in good order and shall be financially liable for any breakage, loss or deviations there from.

**STATEMENT OF UNDERSTANDING**

By inserting my name on the Discharge of Liability and signing this form, I acknowledge that I have read, understood and accepted the Discharge of Liability, the Cancellation Terms & Conditions of Travel #1-#6, and agree to the Medical Statement.

**MEDICAL STATEMENT** (Please circle YES or NO)

1. Are you medically & physically fit to dive and /or snorkel? **YES/NO**
2. Have you ever suffered any illness or injury that may affect your ability to dive or snorkel safely? **YES/NO**
3. Are you currently suffering or have ever suffered from illness or injury or condition relating to any heart or lung disorder, asthma, epilepsy or insulin-dependent diabetes or any other condition that is contraindicative to diving. **YES/NO**
4. Are you currently suffering from any illness or injury or condition, or taking any prescription medication (other than contraception). **YES/NO**

If you answered NO to Q1 or YES to Q2, 3, or 4 please inform SOF prior to travel. It may mean that you require a Dive Medical clearance upon boarding to enable you to dive.

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Your signature or Parent or Guardian if under 18)

WITNESS: \_\_\_\_\_

**RETURN FAX: + 61 (0) 7 4047 9110 or email to [info@spiritoffreedom.com.au](mailto:info@spiritoffreedom.com.au)**