

## **Standard Terms and Conditions for Admittance and Participation in Dive Programs**

### **1. CONDITIONS OF USE:**

Coral World Ocean Park (“Coral World”) offers Dive Experiences to its customers and guests (hereinafter “Participants” and sometimes “You”) for their personal entertainment, information, education, and enjoyment. Please read these terms and conditions of participation as they apply to all guest participation in any and all Dive programs. By participating in a Dive Program, You, as a Participant, unconditionally agree without limitation or qualification to these Terms. Coral World reserves the right to modify, alter or otherwise update these Terms at any time and you agree to be bound by such modification, alterations, and updates.

### **2. PARTICIPANTS’ RESPONSIBILITIES:**

- Participants must be able to follow directions and instructions (in English) provided by the guide and other staff and crew members.
- Participants must sign a health release form ensuring good health to participate.
- Pregnant women are not permitted to participate.
- For the safety of our guests, only paid participants are permitted on the dive platform area.
- Drunkenness, violent or abusive conduct, singing or shouting or any other behavior that may annoy or be dangerous to other Participants is prohibited and may result in being removed from the site without a refund.
- Any Participant behaving in a lewd, offensive, or threatening manner to other guests or Coral World staff will be removed from the site without a refund.
- Participants must be comfortable in, on, or near the water and be able to manage their movements as instructed while wearing required dive gear.
- Unless otherwise prearranged, Participants must be able to climb stairs, move between standing and sitting positions, cross slippery and uneven surfaces both in and out of the water.
- Local weather conditions may require that Participants be able to handle heat, humidity, direct sun exposure, wind, rain and wave action.
- Participants should expect to be around marine animals within the natural environment.

### **3. NO-SHOWS, CANCELLATIONS, and RESERVATION CHARGES:**

- Guests must be in the park and check in for their program at least 15 minutes prior to their scheduled activity time. Guests who fail to be on time and have not canceled or rescheduled their Dive Program in accordance with these Terms and Conditions will not be refunded.
- The following terms apply to cancellations and rescheduled programs:
  - Cancellations more than 72 hours before the scheduled Program time will receive a full refund.
  - Any rescheduling more than 72 hours before the scheduled Program time will not be charged a rebooking fee.
  - Cancellations made between 72-48 hours will be charged a 20% service fee
  - Any cancellation within 48 hours of scheduled Program time will not be refunded.

- Any rescheduling within 48 hours of the scheduled Program time will be charged a rebooking fee of \$50.
- Coral World reserves the right to cancel at any time, with or without notice, any Dive Program(s). In such circumstance, Coral World in its sole and absolute discretion may accommodate Participants in other Dive Programs or other Programs. In the event Coral World cancels a program and cannot accommodate Participants, Coral World will refund the full price of the Program and such refund will be the extent of Coral World's liability.

4. **DISCLAIMER OF WARRANTIES:**

All materials, performances and experiences are provided in an "as is" condition and without any warranties of any kind either express or implied. To the fullest extent possible, Coral World disclaims all warranties, of any kind either expressed or implied, including but not limited to, implied warranties of merchantability and fitness for particular purpose or performance.

5. **LIMITATION OF LIABILITY:**

It is expressly agreed and acknowledged that Coral World, its affiliates and related parties are limited in their liability regardless of cause of injury or loss including gross negligence, to the refund of the charged monies for participation in the Dive Program and such refund will be the extent of Coral World's liability.