

TERMS AND CONDITIONS OF PARTICIPATION AND DISCLAIMER FOR SAFARI PARADIVE DIVE VESSEL OPERATED BY TRIP BOOKING STORE PRIVATE LTD. RESIDENT IN THE MALDIVES AND DIVE OR SNORKEL GUEST

1. Definitions

Safari Paradive operated by Trip Booking Store Private Ltd. includes “the Company” and all its affiliates, officers, agents, employees, directors and agents.

2. General

2.1. All guests must provide proof of scuba diving certification from PADI, SSI, CMAS or equivalent certification organizations. Certification to a depth of 30 meters and Nitrox is mandatory on board the dive ship. Non-certified guests must complete a Nitrox course before participating in diving activities.

2.2. The Company is not permitted to give medical advice. If you are unsure about a medical matter related to scuba diving or otherwise, please seek advice from a certified medical professional before embarking on any scuba diving or similar activity.

2.3. When registering for a diving course, regardless of prior experience or training, the company requires each student to complete a medical questionnaire and, if applicable, produce a certificate of fitness to dive.

2.4. The maximum allowable depth on all Company vessels and for all dives is 30 meters. Maximum dive time is 60 minutes including all safety stops. Diving guests undertake to dive in the so-called buddy system. The dive leader (guide) is never responsible for the air consumption, the no-decompression limit and the diving activities of a diver. Responsibility lies solely with the diver and his dive buddy. It is explicitly stated that each dive guide of the company is responsible for showing the underwater world and the underwater tour.

2.5. The company reserves the right to change and/or cancel diving arrangements for the following reasons, but not limited to:

2.5.1. The remoteness or inaccessibility of a dive destination;

2.5.2. Local custom, pandemic, war, political unrest and other hostilities (regardless of whether war is declared);

2.5.3. Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster); and

2.5.4. Other consequent technical difficulties

2.5.5. Weather conditions in which the ship's captain prohibits further voyage.

No refund or compensation will be given for any changes or cancellations resulting from such events.

2.6 Insurance

2.6.1 It is mandatory that guests take out adequate travel insurance with a reputable insurer prior to their trip, covering all activities they will be undertaking. Such insurance should provide comprehensive coverage of at least the following provisions: Covid-19 illnesses,

Quarantine measures, medical, travel, liability and cancellations, diving-related injuries, hyperbaric chamber treatments, emergency evacuations.

The Company will not be liable for any resulting financial or personal loss or injury if customers choose not to take out such insurance.

2.7 Liability for Loss of or Damage to Baggage or Equipment

The company accepts no liability for loss of or damage to luggage or diving equipment on board the boat or during transfers to or from the boat.

2.8. Price and payment

2.8.1 The number of dives in a package is an estimate based on usual diving circumstances and is not a guarantee. There is no entitlement to a price reduction or refund in the case of:

- Pandemic
- unfavorable weather conditions
- personal illness
- technical difficulties
- Distance / inaccessibility of the dive site

2.9 Guest Obligations

2.9.1 If the Guest acts negligently or irresponsibly and causes damage or loss to the Company's property and equipment, the Customer shall indemnify the Company in full at the current new price of any loss or damage.

2.9.2 The customer agrees to be physically, emotionally and mentally prepared and able to participate in the activities for which he has registered. Any resulting injury or discomfort due to inability cannot constitute grounds for a complaint or refund.

2.9.3 The Company may prohibit any person from participating in any dive(s) where they are physically, mentally or emotionally unfit to dive, demonstrate a clear lack of respect for applicable rules and regulations, handle or harm marine life, between the consuming alcohol during dives, or not adhering to general international standards and practices for safe diving.

2.9.4 The customer undertakes to use complete and well-maintained equipment for every dive. This equipment must include the following items: BCD, mask, snorkel, long wetsuit with positive buoyancy and adequate protection against cold, fins, regulator set consisting of first stage, two second stages, pressure gauge or radio pressure gauge, inflator hose, dive knife or other cutting tool, dive light or other flare, surface buoy with spool or at least 10 meters of cord, emergency whistle.

2.9.5 The guest undertakes to inform himself about the valid prices for extras and all other rules and offers on the safari provider website www.amba-malediven.com. Only these prices for extra costs are valid.

3. Force Majeure

3.1. The company reserves the right to change, delay and/or cancel diving arrangements if the distance or inaccessibility of the diving destination, local customs, force majeure (including fire, pandemic situation, flood, earthquake, storm, hurricane or other natural disaster) War, political unrest and other hostilities (whether war is declared) or other technical difficulties will cause the Arrangements to become unsafe, dangerous and/or unenforceable.

3.2. If adverse weather conditions prevail which make it dangerous or inadvisable for customers or the boat to sail into port, the captain reserve the right to delay or postpone the onward voyage until more favorable conditions exist. This may involve an adjustment to the itinerary, which may result in cancellation of entry into a particular port and/or re-sequencing of dive sites.

4. Cancellation

4.1. The company reserves the right to reschedule a trip if even a trip or course is canceled except for the reasons stated above. The Company accepts no financial responsibility for any itinerary changes or cancellations resulting from circumstances beyond the Company's control, such as: B. the above.

4.2. If a cancellation has been made, the company reserves the right to offer those concerned another date or time for the dives and / or courses.

4.3. If a customer requires an emergency evacuation and the boat has to return to shore, the company accepts no financial responsibility for any resulting itinerary changes

4.3. If a customer has made a cancellation whose booking has been received and processed by a tour operator, the customer must contact that tour operator to make an arrangement. In this case, the company cannot process a cancellation by the customer or prepare solutions for the customer.

5. Severability Clause

5.1. The failure of either party to enforce any provision of this Agreement due to the illegality, invalidity or unenforceability of such provision(s) shall not affect the validity or enforceability of any other provision in the Agreement.

6. Attribution

6.1. Customer shall not assign any of its responsibilities or duties or delegate any of its duties under this Agreement without the express written consent of Company.

7. Waiver

7.1. The failure of a party to perform one or more of its obligations under this Agreement shall not be deemed a waiver of contractual performance of any other obligations in the Agreement.

8. Standard Operating Procedures for Safe Diving - Consent Form

8.1. This statement provides information on the existing and best practices for safe diving in snorkeling and scuba diving. Your knowledge and appreciation of these procedures should increase your safety and well-being while diving. It is required that you are aware of these safe diving procedures.

I, understand that as a diver I should be aware of and comply with the following:

8.2. Be and stay mentally and physically fit. Avoid the influence of alcohol or dangerous drugs when diving. Staying proficient in my diving skills, improving them through continuing education and refreshing them in controlled conditions when I have not dived for an extended period, keeping up to date with my course materials and refreshing important information.

8.3. Be familiar with my dive sites. If this is not the case, obtain orientation from a qualified person on site. If the conditions are worse than my experience, postpone the dive or choose another dive site with better conditions. Tailor my diving activities to my training level and experience.

8.4. Only dive with complete, well-maintained, reliable and familiar equipment, check it for correct fit and function before each dive. When scuba diving, have: A BC, an inflator to control my buoyancy, a pressure gauge, an alternate air supply, and a Nitrox capable dive computer. Refuse divers who are not certified (i.e. without a diver's license) to use my equipment.

8.5. Listen carefully to dive briefings and instructions, and follow advice from those who are responsible for supervising my diving activities. Be aware that additional training is recommended for specific diving activities, for diving in unfamiliar areas and if I have not dived for more than 6 months.

8.6. Practice the buddy system on every dive. Plan all buddy dives – including communication/understanding, buddy separation procedures and emergency response.

8.7. Master dive planning (using dive computers or dive tables). Conduct all dives as no-decompression dives with a safety margin. Have instruments to measure depth and time underwater. Match the maximum depth to my level of education and experience. Ascend at a maximum of 18 meters / 60 feet (approx. 18 m) per minute. Being a "SAFE" diver (Slowly ascending From Every dive) – i.e. SLOWLY ascend after each dive and as an extra precaution make a safety stop at 5 metres/15 feet for at least 3 minutes.

8.8. Pay attention to good buoyancy. On the surface, adjust the BCD so that there is neutral buoyancy with no air in the BC. Maintain neutral buoyancy underwater. Establish positive buoyancy when swimming and resting on the surface. Easy access to the buoyancy balance for a quick release, creating buoyancy in an underwater emergency. Carry at least *one* surface signalling device (signal buoy, whistle, signal mirror).

8.9. Breathe properly when diving. Never hold your breath or practice back breathing when breathing compressed air, avoid excessive hyperventilation when snorkel diving. Avoiding overexertion in and under the water and diving within my limits.

8.9.1 Whenever possible, use a boat, buoyancy device or other means of surface support.

8.9.2 Know and obey local diving laws and regulations, including fishing and diving flag laws.

9. Disclaimer and Assumption of Risk Statement

I understand that snorkelling and scuba diving are physically demanding activities and that I will exert myself on these dives, and I expressly state that if I am injured by a heart attack, panic, hyperventilation, drowning, or any other reason, I assume the risk of the above injuries and will not hold the Released Parties responsible for them.

I also represent that I am of legal age and have the legal authority to sign this Disclaimer and Assumption of Risk Statement, or have obtained written consent from my parent or legal guardian. Furthermore, I understand that these Terms are part of the contract and not merely stated, and I represent that I have signed this document of my own free will and hereby waive my statutory rights. I further agree that if any clause of this Agreement is unenforceable or invalid, that clause will not apply. The remainder of this Agreement shall, in such event, be construed as if the unenforceable clause had not been included in it in the first place.

I understand and agree that I not only waive my right to bring an action against the Released Parties, but also any rights my heirs and other successors or beneficiaries may have as a result of my death in the form of an action against the Released Parties. I further represent that I have the right to do so and that my heirs and other successors or beneficiaries will be restrained from making any other claim as a result of my representations to the Released Parties.

Furthermore, I hereby release all dive guides or instructors and other employees of Trip Booking Store Ltd. As well as all employees and freelancers of the safari ship Safari PARADIVE

I hereby certify that I understand that snorkelling and scuba diving present inherent risks that can result in serious injury or death.

I am aware that diving with compressed air involves certain risks; these include, but are not limited to, decompression sickness, embolism, or other pressure injuries requiring treatment in a hyperbaric chamber. Furthermore, I am also aware that dives are planned that can take place at a remote dive site where there is no hyperbaric chamber available nearby or cannot be used promptly. I would like to participate in such dives, although a hyperbaric chamber may not be available near the dive site.

I hereby waive to the dive guides and live aboard Safari Paradise operated by Trip Booking Store private Ltd., its subsidiaries or affiliates and their representatives, employees, officers, agents, contractors or agents (hereinafter referred to as the "Released Parties") Claims of any kind, whether passive or active, arising out of my participation in these dives or the negligence of any party, including the Released Parties. This waiver applies in particular to injuries of all kinds, even if they should lead to my death; and for other damages, provided that my dependents and my heirs shall also have no claim against the Released Parties with respect to this Waiver.

Once I participate in diving activities, I hereby assume all risks, whether foreseeable or unforeseeable, associated with this program that I may incur as a result of my participation.

10. DISCLAIMER AND ACCEPTANCE DECLARATION FOR DIVING WITH ENRICHED AIR (NITROx)

I hereby confirm that I was advised and fully informed regarding the dangers of snorkelling and scuba diving as

well as the specific dangers of scuba diving with "enriched air" (i.e. oxygen-enriched air / "nitrox") when I took my course. I am also at this time aware of the potential dangers of scuba diving with enriched air.

Furthermore, I understand that diving with enriched air presents risks that include oxygen poisoning and/or improper breathing gas mixtures. I also understand that risks inherent in scuba diving can occur, including but not limited to decompression sickness, air embolism, drowning, or other injuries that may require treatment in a hyperbaric chamber.

I waive all claims of any kind against my dive guide, the dive centre or dive boat through which my diving activities will be conducted, and their representatives and employees (hereinafter referred to as the "Released Parties") for any claims related to my participation can occur on this enriched air dive. The waiver applies to personal injury of any kind, including death, and any other personal injury, provided that my family, heirs, or assigns also agree to indemnify the "Released Parties" with respect to this waiver cannot make any claims.

At the same time, I declare that I myself, my family, heirs or legal successors will not raise any legal claims against the dives made or the "released parties".

I understand that snorkelling and scuba diving are physically demanding activities and that I will exert myself on this course and I expressly state that if I should be injured due to a heart attack, panic, hyperventilation, etc., I assume the risk of such injuries and will not hold the persons and companies mentioned responsible for them.

I declare that I am of legal age and can therefore legally sign this declaration, or that I have obtained the written consent of my parents or legal guardian to do so.

Furthermore, I understand that these terms form part of the contract and are not merely mentioned, and that I signed this document of my own free will.

11. Entire Agreement

11.1. This Agreement contains all rights and obligations of both parties with respect to the subject contained herein. No other agreement, understanding or commitment is granted or implied by this Agreement.

12. No Third Parties

12.1 Nothing in this Agreement shall confer any rights, express or implied, on any third party.

13. Governing Law

13.1 This Contract shall be governed by, construed and enforced in accordance with the laws of the Maldives. Should any question or problem arise from the Agreement or any of its provisions, it shall be decided only in the courts of the country of the Maldives to the exclusion of any other court.

I ACKNOWLEDGE THAT BY THESE STATEMENTS MY DIVE INSTRUCTORS, DIVE GUIDES, THE DIVE CENTER, INTERNATIONAL PADI, INC. AND PADI EUROPE AND ITS REPRESENTATIVES AND EMPLOYEES FROM ANY LIABILITY FOR ANY DAMAGES OF ANY KIND, INCLUDING POSSIBILITY OF LOSSES, THAT MAY OCCUR TO ME, MY FAMILY, HEIRS OR SIGNIFICANT SITUATIONS AS A RESULT OF MY ATTENDANCE ON THIS ENRICHED AIR COURSE.

I HAVE FULLY KNOWN THE CONTENTS OF THIS DISCLAIMER AND ASSUMPTION OF RISK STATEMENT BY CAREFULLY READING EVERYTHING BEFORE ACCEPTING THIS STATEMENT TO BE BINDING ON ME AND MY FAMILY, HEIRS AND SUBSCRIBERS.