

**Terms and conditions between the operator of the liveaboard MV AMBA/Safari Paradive , Mr. Hassan Sobah Managing Director of the operating company MMY Yacht private limited and the guest**

**First and last name of the guest** \_\_\_\_\_

**for trips on board the diving ship Safari Paradive / MV AMBA and its diving dhoni and dinghy.**

**1. Definitions**

The liveaboard ship Safari Paradive, operated by MMY Yacht Private Ltd. includes “the Company” and all affiliates, officers, agents, employees, directors and representatives.

**2. General**

**2.1.** All guests must provide proof of diving certification from PADI, SSI, CMAS or equivalent certification organizations. Certification up to a depth of 30 meters and Nitrox are required on board the diving vessel.

**2.2.** The company is not permitted to provide medical advice. If you are unsure about any medical matter related to diving or otherwise, please seek the advice of a certified physician before engaging in diving or similar activities.

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

**2.4.** The maximum permitted depth on all company ships and for all dives is 30 meters. The maximum diving time is 60 minutes, including all safety stops. Diving guests undertake to dive in the so-called buddy system. The dive guide is never responsible for the air consumption, no-decompression limit and diving activities of a diver. The responsibility lies solely with the diver and his diving partner.

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

**2.5.1.** the remoteness or inaccessibility of a diving destination;

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

**2.5.3.** Force Majeure (including fire, flood, earthquake, storm, hurricane or other natural disaster); and other technical difficulties resulting therefrom

**2.5.4.** Weather conditions in which the captain of the ship prohibits further sailing.

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

**2.6 Insurance**

**2.6.1** It is mandatory that Guests obtain appropriate travel insurance from a reputable insurer prior to their trip, covering all activities they will undertake. Such insurance should provide comprehensive coverage of at least the following provisions:

**2.6.2** Covid-19 illnesses, quarantine measures, medical, travel, liability and cancellations, diving-related injuries, pressure chamber treatments, emergency evacuations.

**2.6.3** 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 or damage to luggage or equipment**

The Company assumes no liability for any loss or damage to luggage or diving equipment on board the boat or during transfer to or from the boat.

## **2.8. Price and payment**

The number of dives is an estimate based on normal diving circumstances and is not a guarantee. There is no entitlement to a price reduction if dives are canceled or not undertaken by the guest.

## **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 fully compensate the Company at the current replacement price of any loss or damage.

**2.9.2** The customer undertakes 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 incapacity shall not constitute grounds for complaint or refund.

**2.9.3** The Company may prohibit the participation of a person in one or more dives during which he or she is physically, mentally or emotionally unfit to dive, demonstrates a clear lack of respect for applicable rules and regulations, handles or harms marine life, between the Consuming alcohol while diving or failing to adhere to general international standards and practices for safe diving.

**2.9.4** The customer undertakes to use complete and maintained equipment for every dive. This equipment must contain the following items: buoyancy compensator, mask, snorkel, long wet suit with positive buoyancy and sufficient protection against the cold, fins, regulator set consisting of first stage, two second stages, pressure gauge or radio pressure gauge, inflator hose, diving knife or other cutting tool, diving lamp or other light signal , surface buoy with spool or at least 10 meters of line, signal whistle, dive computer, diving compass, hood, gloves for diving with tiger sharks.

**2.9.5** The guest undertakes to find out about the valid prices for extras and all other rules and offers on the safari provider website [www.amba-maldives.com](http://www.amba-maldives.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 disasters) War, political unrest and other hostilities (regardless of whether war is declared) or other technical difficulties will render the Agreements unsafe, dangerous and/or unenforceable.

**3.2.** If adverse weather conditions prevail that make it dangerous or inadvisable for customers or the boat to enter port, the captain reserves the right to delay or postpone further sailing until more favorable conditions exist. This may include an adjustment to the itinerary, which may result in cancellation of entry into a particular port and/or reordering of dive sites.

## **4. Cancellation**

**4.1.** The Company reserves the right to postpone a trip if a trip or course itself is canceled, except for the reasons stated above. The Company assumes no financial responsibility for changes or cancellations of itineraries resulting from circumstances beyond the Company's control, such as: B. those mentioned above.

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

**4.3.** If a customer requires an emergency evacuation and the boat must return to shore, the Company assumes no financial responsibility for any resulting changes to itineraries

4.4. If a customer has made a cancellation whose booking has been accepted and processed by an organizer, the customer must contact that organizer to make an arrangement. In this case, the Company cannot process any cancellation by the Customer or prepare solutions for the Customer.

## **5. Standard Safe Diving Procedures – Informed Consent**

5.1. This statement provides information about existing best practices for safe diving in snorkeling and scuba diving. Your safety and well-being while diving should be increased by your knowledge and acceptance of these procedures. It is necessary that you are aware of these procedures for safe diving.

5.1.1 I understand that as a diver I should observe and comply with the following:

5.1.1.1 be and stay mentally and physically fit. Avoid the influence of alcohol or dangerous medications when diving. Keeping up with my diving skills, improving them through continuing education and refreshing them in controlled conditions when I haven't been diving for a long time, keeping up to date with my course materials and brushing up on important information.

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

5.1.1.3 Dive only with complete, well-maintained, reliable and familiar equipment; check it for correct fit and function before each dive. When scuba diving, have the following: A buoyancy compensator, an inflator to check my buoyancy, a pressure gauge, an alternative air supply and a Nitrox-capable dive computer. Refuse the use of my equipment to divers who are not certified (ie without a diving license).

5.1.1.4 Listen carefully to pre-dive briefings and instructions and follow advice from those responsible for supervising my diving activities. I understand 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.

5.1.1.5 Practice the buddy system on every dive. Plan all dives with your dive buddy - including communication/understanding, what to do in the event of separation from your dive buddy, and emergency procedures.

5.1.1.6 Master dive planning (using dive computers or dive tables). Conduct all dives as no-decompression dives, allowing for a safety margin. Have instruments to measure depth and time underwater. Adjust the maximum depth to my level of training and experience. Surface at a maximum of 18 meters / 60 feet (approx. 18 m) per minute. Being a "SAFE" diver 5.1.1.7 ( Slowly Ascend From Every dive ) – i.e. surface SLOWLY after each dive and, as an additional precaution, perform a safety stop at 5 meters / 15 feet for at least 3 minutes.

5.1.1.8 **Ensure** good buoyancy . On the surface, adjust the buoyancy lead so that there is neutral buoyancy without air in the buoyancy compensator . Maintain neutral buoyancy underwater . Create positive buoyancy while swimming and resting on the surface. Easy access to the buoyancy lead for quick jettisoning, creating buoyancy in an underwater emergency. Carry at least *one* surface signaling device (signal buoy, whistle, signal mirror).

5.1.1.9 Breathe properly when diving. When breathing compressed air, never hold your breath or practice constricted breathing; avoid excessive hyperventilation when diving with a snorkel. Avoid overexertion in and under water and dive within my limits.

5.1.1.10 Whenever possible, use a boat, buoyancy aid or similar device to provide support on the surface.

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

## **6. Disclaimer and Assumption of Risk Statement**

6.1 I understand that snorkeling and scuba diving are physically demanding activities and that I will exert myself during these dives and I expressly declare that if I am injured due to a heart attack, panic, hyperventilation,

drowning or any other cause, I assume the risk of the injuries mentioned and will not hold the Released Parties responsible for them.

**6.2** I also declare that I am of legal age and have the legal authority to sign these Terms and Conditions of Participation or that I have received the written consent of my parents or legal guardian. I understand that these terms and conditions are part of the contract and are not merely stated, and I declare that I have signed this document of my own free will and hereby waive my legal rights. I further agree that if any clause of this agreement is unenforceable or invalid, the relevant clause will not apply. In such case, the remainder of this Agreement will be construed as if the unenforceable clause had not been included therein in the first place.

**6.3** I understand and agree that I am giving up not only my right to sue the Released Parties, but also any rights my heirs and other successors or beneficiaries may have in the form of an action against the Released Parties as a result of my death. I further represent that I am entitled to do so and that my heirs and other legal successors or beneficiaries are barred from making any other claims based on my representations to the Released Parties.

**6.4** I hereby release all dive guides or diving instructors and other employees of MMY Yacht private Ltd. As well as all employees and freelancers of the safari ship Safari Paradive

**6.5** I hereby confirm that I am aware that snorkeling and scuba diving involve risks that could result in serious injury or death.

**6.6** I am aware that diving with compressed air involves certain risks; These include, but are not limited to, decompression sickness, embolism or other pressure-related injuries requiring treatment in a hyperbaric chamber. I am also aware that dives are planned that may take place at a remote dive site where no pressure chamber is available nearby or cannot be used in a timely manner. I would like to participate in such dives even though a hyperbaric chamber may not be available near the dive site.

**6.7** I hereby waive my liability to the dive guides and the diving vessel Safari Paradive operated by MMY Yacht private Ltd., its subsidiaries or affiliated companies and their representatives, employees, officers, agents, contractual partners or agents (hereinafter referred to as “released parties”) to claims of any kind for damages that may arise as a result of my participation in these dives or due to the negligence of any party, including the released parties, regardless of whether this occurs passively or actively. This waiver applies in particular to injuries of all kinds, even if they lead to my death; as well as for other damages, with the proviso that my dependents and my heirs cannot assert any claims against the released parties with regard to this waiver.

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

## **7. Disclaimer and declaration of acceptance for diving with “ Enriched Air” ( NITROx )**

**7.1** I hereby confirm that I was advised and informed in detail regarding the dangers of snorkeling and scuba diving as well as the special dangers of scuba diving with “ Enriched Air” (ie air enriched with oxygen / “Nitrox”) when I took my course. I am also aware at this time of the potential dangers of scuba diving with enriched air.

**7.2** I understand that diving with Enriched Air involves risks that include oxygen poisoning and/or unsuitable breathing gas mixtures. I also understand that the risks inherent in scuba diving may occur, including, but not limited to, decompression sickness, air embolism, drowning or other injuries that may require treatment in a hyperbaric chamber.

**7.3** I waive all claims of any kind whatsoever against my dive guide, the dive center or dive boat through which my diving activities will take place, as well as their representatives and employees (hereinafter referred to as “released parties”) in cases of damage arising in connection with my diving. You can take part in this “ Enriched Air” dive. The waiver applies to injuries of any kind, even if they result in my death, and it also applies to all other damages, with the proviso that my family, heirs or legal successors are also liable to the “released parties” with regard to this waiver “cannot make any claims.

**7.4** At the same time, I declare that I, my family, heirs or legal successors will not assert any legal claims against the dives made or the “exempt parties”.

7.5 I understand that snorkeling and scuba diving are physically demanding activities and that I will exert myself in this course and I expressly declare that if I should be injured due to a heart attack, panic, hyperventilation, etc., I accept the risk such violations and will not hold the named persons and companies responsible for them.

7.6 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.

7.7 I understand that these terms and conditions form part of the contract and are not merely stated and that I have signed this document of my own free will.

## **8. Entire Agreement**

This Agreement contains all rights and obligations of both parties with respect to the subject matter hereof. No other agreement, covenant or undertaking is granted or implied by this Agreement.

## **9. No third parties**

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

## **10. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of Maldives. If any questions or problems arise from the Agreement or any of its provisions, the same shall be decided only in the courts of the country of Maldives, to the exclusion of other courts.

## **11. Severability clause**

The failure of a party to enforce any provision or provisions 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.

## **12. Assignment**

Customer may not assign any of its responsibilities or obligations or delegate any of its obligations under this Agreement without the express written consent of Company.

## **13. Waiver**

The failure of either 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.

I am aware that through these declarations I release my diving instructors, dive guides, the diving center and diving ship, International PADI, INC and PADI Europe as well as their representatives and employees from any liability for damages of any kind, including financial losses me, my family, heirs or legal successors can enter into this diving trip and/or this diving course through my participation.

I have fully informed myself about the content of the conditions of participation, the disclaimer of liability and the declaration of risk assumption by reading everything carefully before I accepted the declaration as binding for myself and also for my family, heirs and legal successors.

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_