



MMF
EXPEDITIONS
MARINE MEGAFUNA FOUNDATION

TUBBATAHA

TERMS AND CONDITIONS

RESERVATIONS, PAYMENT TERMS & CANCELLATION POLICY

1. Reservation requests will only be taken directly via email or by submitting the enquiry form on MMF's website
2. Initial deposits of 25% are required to confirm reservations. Expedition spots are only confirmed with a full deposit and completed terms and conditions form. Participants will be given a maximum of 14 days from the initial day of enquiry to pay their deposit before the space will be reopened to the public
3. Secondary deposit of 25% are required within 180 days prior to the departure date
4. Deposits are non-refundable but can be credited towards future expeditions if cancellations occur more than 180 days prior to the departure date
5. With enough notice (depending on the circumstance and at the discretion of The Company) requests to exchange passenger details could be accommodated if someone else needs to take your place for any reason. All new passengers must be approved by Trip Leaders. A non-refundable \$USD 200 fee is applied per invoice.
6. For cancellations occurring between 91 and 179 days prior to departure, the entire deposit (50% of total trip cost) will be held as a cancellation fee, unless alternate arrangements are made as per point 5
7. A final payment (remaining 50%) is required 120 days prior to departure. In the event that this payment is not received and no adequate communication by the participant has been made, the reservation will be canceled with no right of refund. For reservations made within 120 days of the departure date, full payment is required when the reservation is accepted.
8. No refunds will be issued for cancellations after final payments have been made, unless alternate arrangements are made as per point 5
9. Participants are strongly recommended to take out personal travel insurance to cover cancellations due to health, weather, or other unforeseen circumstances that occur before, during, or as a result of the trip. **Failing to do so will leave you personally liable for unforeseen financial losses related to the aforementioned circumstances.**
10. Participants are also required by operators to provide **proof of their dive qualifications and personal dive insurance that includes emergency evacuation** (Divers Alert Network - DAN - is recommended) and will be denied participating in SCUBA diving until such proof is provided.

RELEASE OF LIABILITY & ASSUMPTION OF RISK

In order to allow me, or the person I represent, to participate as passenger or guest in the organized trips by the Marine Megafauna Foundation (hereinafter, simply The Company, including their principals; directors; representatives; agents; attorneys; officers; employees and workers, dependent or not, subordinate or not, wage earner or not).

I, _____ (hereinafter, referred to as The Participant) hereby acknowledge that I have been advised and thoroughly informed of the inherent hazards of scuba diving, snorkelling, swimming and other aquatics activities and participating in a Marine Megafauna Foundation expedition. Therefore, I understand, agree and accept the following:

(1) That even though I may follow all appropriate and safe practices associated with scuba diving, there is still a risk of my sustaining decompression sickness, embolism, hyperbaric injuries and/or other injuries, and I expressly assume the risk of any or all of said injuries, including death and release The Company of any responsibility or liability in confront of such risks.

(2) That I am aware of the dangers of breath-holding while engaging in aquatic activities so I expressly assume the risk of any or all of said injuries, including death and will not hold The Company responsible for any and all of such injuries.

(3) That I will be on a diving trip and/or land tour in remote areas isolated by time and distance from such a decompression chamber or medical facility. I still choose to proceed with such dives in spite of the absence of a decompression chamber in proximity to the dive site and I expressly assume the risk of engaging in the activities in such remote locations and release The Company of any responsibility or liability.

(4) That I am in good health and have a good level of fitness as required of me to join on a multilevel boat to remote locations and for all the activities I plan to engage in. That in case of accidents or medical problems arising during the expedition, either on board or onshore, which results in costs for medical services, decompression chamber treatment, evacuation, use of aircraft or repatriation, the responsibility or payment of these costs belongs solely to me. **I declare I have prepared sufficient insurance for emergencies while traveling and diving.**

(5) That I will inspect my snorkelling and/or scuba diving equipment prior to engaging in the activities and that I will notify The Company if any of the equipment is not working properly. Prior to each dive, I will check my own

equipment to ensure proper function, completeness and familiarity. I do not expect my equipment to be inspected by anyone else. I will not hold The Company responsible for any injuries received as a result of my failure to inspect the equipment and/or to notify The Company of any equipment that is not working properly prior to engaging in the Activities.

(6) That if I do obtain any equipment from any of The Company, I accept the equipment as is. The Company accepts no responsibility for any defect in any of the equipment of The Company and do not warrant that it is suitable for any particular purpose.

(7) That The Company shall not be liable for any acts, omissions, failures of any third parties such as ground, air or other travel services, tour agencies, guides, public carriers, etc. Then it is my responsibility to arrive on time before each expedition.

(8) That in consideration of being allowed to enrol on this Expedition I hereby personally assume all risks in connection with this trip and release The Company of any responsibility or liability, to the greatest extent allowed by law, for any loss or damages to the property or personal injury or death. I understand and agree that The Company may not be held reliable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation of this Expedition or as a result of: circumstances such as but no limited to: interaction with any wildlife or natural environment, chemical envenomization, contamination of foods, air or water; diving or snorkelling activities, etc.; causes related to the "Force Majeure" or Acts of God and Unavoidable Acts of Man, such as but no limited to: weather and climatic events, meteorological conditions, earthquake and volcanic activity, health or safety public risk, riots or strikes, acts of war, insurrection, revolt or other civil uprising or military action, acts of terrorism or piracy, requirements of governmental authorities, etc; acts, omissions, failures of any third parties such as ground, air or other travel services, tour agencies, guides, public carriers, rescue operators, etc; acts, omissions, failures of the own Participant; acts, omissions, delays, failures or other irregularities, however caused by directly or indirectly or/and concurrent with the negligence of The Company, whether passive or active; causes related to unforeseen or unavoidable circumstances.

(9) That I further agree to save, defend, indemnify, and hold harmless The Company from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation on this Expedition including claims arising during the trip even if claims may be groundless, false or fraudulent.

(10) That I agree to leave all land, surface and sub-surface visited sites undisturbed. I will not willfully damage, collect or remove any live animal, shellfish, fish, coral and/or items pertaining to shipwrecks, including fixtures, from their present marine environment, animals or ecosystem. I shall bear full responsibility and financial liability for any violations of this provision. I also affirm that I will abide by all Codes of Conduct for megafauna interactions issued to me in briefings by The Company, local operators or guides.

(11) That I waive and relinquish, in favor of The Company, any and all claims, demands or causes of action, whether matured or unmatured, foreseen or unforeseen, arising from or in connection with/or as a result of my participation of the expedition including, without limitation, those for or relating to accident, personal injury, illness, theft, property damage and/or wrongful death occurring to me, wherever and however such injuries, damages or death may occur and for whatever period of time the Activities may continue, whether caused by negligence of The Company or otherwise.

(12) That this document shall be governed, interpreted, construed, enforced and determined according to the laws of The United States of America. That if any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this document shall remain in full force and effect. That, despite the foregoing prohibition against suing The Company, if any lawsuits are filed against The Company, such lawsuits shall be adjudicated only in the courts or tribunals of California-USA, to the exclusion of any other courts or tribunals.

Therefore, in consequence with the previous provisions I have already accepted, I declare that I am of legal age in the jurisdiction of my residence and am competent to sign this document or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent completely understands and concurs with this document. I understand that the terms herein are contractual and not mere recital, and that I have signed this document of my own free act.

Participant's name: _____

Participant's signature: _____ Date: _____

If required

Guardian's name: _____

Guardian's signature: _____ Date: _____

* Note: please also initial the preceding two pages, as proof of having read and understood the 'release of liability and assumption of risk' contract



**Our vision is to
live in a world
where marine life
and humans
thrive together**



For more information please contact:
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