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Student Information - Course Application Form

Course: (OW / AOW / Rescue / EFR & AED / Other)

First Name : _____ Last Names: _____

Address: _____

Phone: _____ Email: _____

Date of Birth: (D) _____ (M) _____ (Y) _____ Sex: M / F: _____

Diver Information

Diver Qualification Record

Height: _____

Cert. Card #: _____

Weight: _____

Cert. Date: _____

Shoe size: _____

Agency: _____

Certification: _____

No. of Dives: _____

Emergency Contact Information

Full Name: _____

Address: _____

Phone: _____ Relationship: _____

Terms & Conditions

1. Certification Requirements for Divers

All students booking any dive course training with Mandarin Divers Ltd. **MUST** show proof of prior certification, if any, (through their relevant training agency) before they are able to begin any further course with Mandarin Divers Ltd.

2. Dive Course Booking & Payment

All customers of Mandarin Divers Ltd. participating in any dive course training must complete the standard dive agency release forms issued by Mandarin Divers Ltd. When booking online completion and submission of the online booking form represents the customer's confirmation of booking and acceptance of Mandarin Divers Ltd.'s terms and conditions. All dive courses conducted by Mandarin Divers Ltd. and paid for in full must be completed within 6 months from payment confirmation. No course shall begin unless payment is received in full.

3. Dive Course Cancellations & Amendments

- (i) Students are required to provide a medical statement and/or provide a doctor's fitness to dive letter prior to beginning any course with Mandarin Divers Ltd., including any eLearning or online component of any course. If a student begins a course without provision thereof and/or provides a false medical statement and/or fails a subsequent medical there shall be no obligation for Mandarin Divers Ltd. to offer any reimbursement to the student.
- (ii) Course fees are not subject to any reimbursement for a failed medical once the course has started.
- (iii) There shall be no reimbursement of course fees where **course cancellation notification** is received by Mandarin Divers Ltd., from a student, **LESS THAN 7 days prior** to the scheduled course start date. Cancellation **MORE THAN 7 days prior** to the scheduled course start date shall be subject to reimbursement at the discretion of Mandarin Divers Ltd. offering a store credit, save for in any case where the eLearning or online component of the course has already been started by the student. In any event any reimbursement offered will be subject to deduction of a **10% administration fee**.
- (iv) Mandarin Divers Ltd. reserves the right to withdraw and/or cancel a course, and/or to make changes in the course schedule, if in the judgment of Mandarin Divers Ltd., conditions warrant such change. In the event of circumstances beyond the control of Mandarin Divers Ltd. affecting course bookings, namely force majeure inclusive of, but not limited to, truces, lockouts, riots or stoppage of labour from whatever cause or for any other reason whatsoever, Mandarin Divers Ltd. may, at any time, cancel, advance or postpone any scheduled course component and may, but is not obliged to, substitute another schedule and shall not be liable for any loss whatsoever to the student diver by reason of any such cancellation, advancement or postponement.
- (v) The student, in compliance with the schedule requested by Mandarin Divers Ltd. or the Assigned Course Instructor, must complete all knowledge development components required for courses booked through Mandarin Divers Ltd. If the knowledge development component is not completed, or has not been completed according to the required schedule, Mandarin Divers Ltd. reserves the right to cancel, advance or postpone the remaining course components

and the student will incur a **HK\$500 transfer charge**. Mandarin Divers Ltd. shall not be liable for any loss whatsoever to students by reason of any such cancellation, advancement or postponement.

- (vi) If a student is unable complete a scheduled dive component of a course **DUE TO ILLNESS**, Mandarin Divers Ltd. will arrange a suitable rescheduling of the course dive component, on **no more than two subsequent occasions** with no additional charge to the student subject to the student providing **no less than 24 hours** prior notice of request for rescheduling due to illness. Should the student fail to provide adequate notice Mandarin Divers Ltd. reserves the right to charge a **rescheduling fee of HK\$500** for each subsequent rescheduling from the original date of the dive component being rescheduled. Mandarin Divers Ltd. shall reserve the right to request that the student provide a doctor's medical note in support of any rescheduling request due to illness.
- (vii) If a student, during a course, fails to complete the required scheduled dives due to sea-sickness or is unable to equalize, at the discretion of Mandarin Divers Ltd., the dives scheduled may be substituted with one further diving day without additional charge to the student save for, supplementary to this additional day, Mandarin Divers Ltd. shall reserve the right to charge a **HK\$500 rescheduling fee** in order for the student to complete the required course components for each subsequent rescheduling.
- (viii) A student requesting rescheduling of a course, or course component, for any other reason than illness, must do so **no less than 48 hours prior** to the beginning of the course, or course component, subject to **a maximum of two** such rescheduling requests. Thereafter Mandarin Divers Ltd. shall reserve the right to charge the student a **rescheduling fee of HK\$500 for each subsequent** rescheduling request.
- (ix) If a student fails to attend a scheduled course component without prior notice, Mandarin Divers Ltd. reserves the right to cancel, advance or postpone that course component and the student will incur a **HK\$500 transfer charge**. Mandarin Divers Ltd. shall not be liable for any loss whatsoever to students by reason of any such cancellation, advancement or postponement.
- (x) Where course materials have been used, defaced, damaged or lost, replacement for such materials will be charged at the standard dive agency retail prices according to dive agency price list current at the time of replacement.

4. Medical Requirements

For students and courses requiring a dive medical, for e.g. technical diving courses, it is a requirement that such medical is completed **AT LEAST 4 days prior** to the course commencement. Where a customer cancels their diving event due to medical reasons **AT LEAST 7 days prior** to course commencement (and notifies us thereof) reimbursement shall be by way of a store credit upon return of all texts and course materials in original condition (where applicable). For course cancellations due to medical grounds **WITHIN 7 days** there will be a **HK\$150 administration fee** with the balance being reimbursed by way of a store credit upon return of all texts and course materials in original condition (where applicable). **ALL MEDICAL CANCELLATIONS MUST BE ACCOMPANIED BY A MEDICAL FAILURE NOTIFICATION FROM THE DOCTOR, WORD OF MOUTH WILL NOT BE ACCEPTED.**

5. Liability Release and Waiver *(Please read the following. By making this booking you accept the terms stated below.)*

In consideration of Mandarin Divers Ltd. permitting me to participate in scuba diving, snorkeling and any other water sport activity, including instruction in any of these activities whether in or out of the water or on any vessel, (collectively or severally referred to as 'Activities') I agree as follows:

5.1. Express acceptance of risk

- (a) I confirm that the answers I have provided in this form and/or in response to any associated questionnaires, are true and correct and that Mandarin Divers Ltd. has relied on these answers in allowing me to participate in the activities.
- (b) I personally and voluntarily assume all the risk for any harm, trauma, injury or damage that I may suffer to my person or my property whether foreseen or unforeseen in connection with the activities.
- (c) I certify that I have been advised of the inherent risks associated with the activities and I voluntarily choose to participate in the activities fully accepting that such risks, should they arise, may cause injury, death or property damage and in particular I acknowledge I have been advised that:
 - (i) Diving with compressed air involves certain risks such as decompression illness; embolism, other hyperbaric injuries and such injuries may result in death or serious incapacity.
 - (ii) The injuries of the type referred to herein may require treatment in a recompression chamber or other medical facility.
 - (iii) The activities may be conducted at a location that is remote either in time and/or distance from a medical facility.
 - (iv) Scuba diving and snorkeling are physically demanding activities that may cause personal injury, trauma, or death.
 - (v) Scuba diving involves the use of equipment that may malfunction giving rise to the risk of injury, trauma, or death.
 - (vi) Snorkeling and scuba diving may involve exposure to the elements such as, storms, wind, tide and naturally occurring events, as well as harmful marine life.

5.2. Liability release & waiver

I unconditionally release and discharge Mandarin Divers Ltd. from all liabilities, claims and causes of action that may occur from any act, omission, default, failure or error on the part of Mandarin Divers Ltd. (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the activities.

5.3. Indemnity

- (a) I agree to indemnify, and keep indemnified, Mandarin Divers Ltd., from any liability, claim or cause of action that may be brought against Mandarin Divers Ltd. as a result of, or in connection with any act, omission, default, failure or error on the part of Mandarin Divers Ltd. (including any negligent act, omission, default, failure or error on the part of Mandarin Divers Ltd. occurring wholly or partially during the course of the activities).
- (b) I agree that Mandarin Divers Ltd. will not be liable for and waive any right to claim any loss or damage, personal injury, death, economic loss or consequential loss whether in tort, in contract, under statute or otherwise, for any default, failure, negligence or error on the part of Mandarin Divers Ltd.
- (c) If despite these terms, it is found that Mandarin Divers Ltd. is liable to compensate me then such liability is limited to the cost of providing the services in respect of which the liability arises.

5.4. Parent / Guardian undertaking

Where this form is signed by the parent or guardian of a minor (being a person under the age of 18 years), then the parent or guardian warrants that the information contained in this form is true and correct and personally covenants in the terms of this waiver, release and indemnity.

5.5. Statement of understanding

- (a) I acknowledge that I have read and understood the matters set out in the above document.
- (b) I acknowledge that the conditions set out in this document are contractual in nature, are intended to have legal effect and are not merely a warning or recital. (c) I have agreed to this document of my own free will and without representation or inducement by Mandarin Divers Ltd., its agents or employees.

I acknowledge that I have understood and accept these terms and conditions and affirm that all the information I have provided is true to the best of my knowledge. I further acknowledge that I have understood and accept that the course, for which I am applying, must be completed within 6 months beginning the date signed below. Any extension to the timeframe thereto shall be at the discretion of Mandarin Divers Ltd. and may be subject to additional charges. In some circumstances should Mandarin Divers Ltd. exercise their discretion to grant an extension the student may be required to pay for and complete the entirety of the course again. I further acknowledge that I have understood and accept that Mandarin Divers Ltd. offers no guarantee of certification and that any and all certifications must be obtained by the student meeting all course performance requirements.

Applicant's Signature:

Date:

Parent / Guardian's

Name & Signature (if applicable):

Relationship: