

Passenger Information



Name (on passport)	
Address	
City	
State	
Zip	
Phone	
Date of Birth	
Email	
Dive Insurance # (DAN)	
Emergency Contact	
Contact Phone	
Contact Email	

Trip Details

Trip Name	The Straits of Mackinac 2025
Departure Date	7/28/2025
Days balance due prior	90 days
Trip Cost	\$1000.00
Deposit	\$500.00
Balance	\$500.00
Balance Due Date	4/29/2025
Trip Leader	Mike Vanoy

Initials

I expressly understand & agree with the following:

	The deposit of \$500.00 reserves a spot on this trip & is NON REFUNDABLE unless the spot is resold.
	The balance of \$500.00 is due 90 days prior to departure. Failure to pay the balance my forfeit deposit & spot on the trip
	All cancellations must be made in writing. If written cancellation notice is within 90 days prior to departure the balance of \$500.00 is my responsibility & I agree to pay in a timely fashion or allow my method of payment to be charged automatically.
	My likeness may be used on Cincy SCUBA social media, website & for other marketing purposes in perpetuity.
	Refunds are at the sole discretion of Cincy SCUBA & will only be made if the reserved space can be resold, less any discounts or costs incurred.
	The trip does not include airfare or airport transfers unless specifically stated in writing. Costs for these items are volatile & therefore are not included.
	Trip Cancellation Insurance is NOT included in the price. If Trip Cancellation Insurance is desired it must be purchased separately.
	All prices are based on double occupancy. While all efforts will be made to arrange a roommate of the same sex, there is no guarantee that will be available. Single occupancy uncharges will be applied to trip cost, due & payable with the balance if applicable.

My Emergency Contact is NOT traveling with me. If they were traveling with me they would already know of an emergency & not require notification, so I have named someone else.

It is expressly understood and agreed that neither Cincy SCUBA nor any of its staff assumes any responsibility or liability for services, transportation, accommodations, diving or changes to itineraries. It is further understood and agreed that prevailing weather conditions or other situations may arise that may cause certain modifications or cancellations to the dive program or trip. No refunds can be afforded for cancelled dives due to adverse weather conditions unless said resort will give our group a refund. It is likewise fully understood and agreed that the applicant and/or legal guardian of the applicant releases from any claims for liability and will hold harmless and indemnify RAW MacDyver Enterprises, LLC dba Cincy SCUBA, its staff and employees, from any liability, loss and corresponding actions in law and equity, for property loss or damage and any damages from death or injuries arising out of participation in the above activities. RAW MacDyver Enterprises, LLC dba Cincy SCUBA assumes no liability whether resulting from negligence of our staff, resort, and common carrier or otherwise.

The above applicant acknowledges that he/she is physically fit and has sufficient training to participate in the above SCUBA diving activity/trip. The applicant understands that SCUBA diving has certain risks of injury and/or death and is prepared to ASSUME ALL such risks. He/she understands all safe diving practices and agrees to stay within the safe sport diving limits, to stay above 100 feet and always follow safe diving practices.

### Emergency Medical Treatment Request

In case of an emergency, I request first aid to be rendered. In case of an emergency and in the event that I am unconscious and a reasonable attempt to secure authorization for necessary treatment from a family member is unavailable, I do hereby authorize any licensed physician to administer any medication or treatment that is necessary.

Exceptions, if any:

Do you have any medical issues that should be understood before diving?

Yes\*

No

\*Please explain:

I hereby agree to the above.

X

enter name

Date

enter birth date

enter birth date

enter birth date

enter birth date

enter birth date

enter birth date

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH SNORKELING, APNEA DIVING, SCUBA DIVING, FIRST AID, AND RELATED ACTIVITIES

I, hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Snorkeling, Apnea Diving, SCUBA Diving, First Aid, and instruction related thereto (Diving Activities). I fully understand that these hazards and risks can lead to severe injury and even loss of life. I understand that Snorkeling, Apnea Diving, SCUBA Diving, and First Aid Activities may be conducted at a site that is remote from a recompression chamber and competent medical assistance. Nevertheless, I choose to proceed even in the absence of a recompression chamber and competent medical assistance. Additionally, I understand that there are also hazards and risks associated with Snorkeling, Apnea Diving, SCUBA Diving, First Aid, and related travel, including, but not limited to the possible injury or loss of life as a result of a vessel accident, being hit by a vessel while in or under the water, while boarding, disembarking, exiting and/or re-boarding the vessel to begin or end diving activities, equipment failure, user error, as well as during travel to and from dive sites. Despite the potential hazards and risks associated with Snorkeling, Apnea Diving SCUBA Diving, First Aid activities, and related activities which can include but are not limited to, aquatic life encounters, currents, waves, barotraumas (pressure change related injuries), sudden loss of visibility, entrapment underwater in wrecks, caves, vegetation, fishing line, fishing nets or debris, I wish to proceed and I freely accept and expressly assume all hazards and risks, that may arise from Snorkeling, Apnea Diving, SCUBA Diving, First Aid activities, and related activities which could result in personal injury, loss of life and property damage to me.

In consideration of being allowed to participate in Snorkeling, Apnea Diving, SCUBA Diving, and First Aid activities as well as the use of any of the facilities and the use of the equipment of the below listed persons or agencies, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereinafter referred to as Releasees);

- a. RAW MacDyver Enterprises, LLC, dba Cincy SCUBA
- b. Nicholas Rakel
- c. Robyn Winegardner
- d. Michael Vanoy
- e. Mike Vanoy



2. To release the Releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, property damage or wrongful death arising from Snorkeling, Apnea Diving, SCUBA Diving, First Aid activities, and related activities whether caused by active or passive negligence of the Releasees or otherwise with the exception of gross negligence. By executing this Agreement, I agree to hold the Releasees harmless for any injury or loss of life which may occur to me during Snorkeling, Apnea Diving, SCUBA Diving, and First Aid activities and/or instruction, and any and all future courses of instruction, programs and Snorkeling, Apnea Diving, SCUBA Diving, and First Aid related travel I undertake.

3. I fully understand that Snorkeling, Apnea Diving, SCUBA Diving, and First Aid related activities are physically strenuous and I will be exerting myself during this course of instruction or travel. I understand and agree that if I am injured or killed as a result of heart a]ack, panic, hyperventilation, oxygen toxicity, hypoxia, narcosis, aquatic life encounters, drowning or any other cause, that I expressly assume the risk of these injuries and/or attended death and that I will not hold the Releasees included in this Agreement responsible in any other way.

4. By entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, United States of America.

5. If any provision, section, subsection, clause or phrase of this Agreement is found to be unenforceable or invalid, that portion shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable portion had never been contained in the Agreement. The English language version of this document shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.

I fully understand that the terms of this Agreement are contractual in nature and not a mere recital. I further state by way of my signature I have signed this Agreement of my own free act. I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

X

_____	_____
enter name	Date
_____	_____
enter birth date	enter birth date
_____	_____
enter birth date	enter birth date
_____	_____
enter birth date	enter birth date