



# Big Blue Fiji Booking Form

To be completed and signed by all

Booking Form / Waiver Policy: The Booking Form / Waiver must be fully completed, signed and received ninety (90) days prior to the departure date. Passengers who fail to comply will be subject to cancellation and possibly denied boarding. If a reservation is made one ninety (90) days or less prior to the departure date, a completed and signed Booking Form / Waiver must accompany full payment in accordance with the payment policies to confirm your reservation.

## Personal Details

Name on Passport	Citizenship
Country of Birth	Date of Birth
Passport Number	Gender
Daytime Telephone	Night Telephone
Address	Zip / Postal Code
Occupation	Height / Weight
Email	

## General information & booking conditions

**Please note: The Terms and Conditions stated herein shall apply unless precluded by the Travel Law of the country in which the booking is made. In this case, the Travel Law of that country and the Conditions of that Law shall prevail.**

All prices are in US Dollars, unless otherwise stated, and include taxes where applicable.

All prices inclusive of all Fiji Government taxes and levies.

**Fare inclusions:** Onboard air-conditioned cabin accommodation with private facilities. On-the-ground transfers in Fiji on the first and last day of your cruise. All meals and snacks on board. Drinks including water, soft drinks, tea, coffee, beers, local spirits, and wines. Marine park and port fees. Highly qualified, experienced, and knowledgeable captain, chef, and dive instructor. All gear required for specific charter type – i.e. fishing and diving gear that you have requested on your booking form. Snorkeling gear and non-motorised equipment. All activities and necessary equipment as stated in personal charter itinerary. Should any particular shore excursion not be available, no matter what the reason, the crew will organise a substitute but no refund or financial recompense will be due.

**Charter itineraries are subject to:** wind, tide, and weather conditions, and are operated at the sole discretion of Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) in the interests of the safety and welfare of the passengers, vessel, and crew.

**Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) reserves the absolute right:** to operate any vessel on any charter; to decline to accept or retain any person(s) on any charter, shore excursion, or other charter activity; to cancel, amend, or reschedule any charter vessel, schedule, or charter itinerary, shore excursion, or any other service for any reason which Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) in its absolute and sole discretion considers desirable or necessary in the interests of operational necessity and/or passengers' safety and/or wellbeing. Arrival and departure times at ports and various places of call are provided as a guide only, and in this regard no warranty, condition, or guarantee, express or implied, is given or intended.

**Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) agrees that:** in the unlikely event of a charter

needing to be canceled due to weather conditions, mechanical issues, or safety issues, 'force majeure' (act of god), Luxury Yacht Charters (Fiji) PTE Limited has the right to reschedule, reroute or cancel a charter. Cancellations made by Luxury Yacht Charters (Fiji) PTE Limited due to 'force majeure' up to the time of scheduled charter departure, will not be refunded but we will endeavor to reschedule to the closest date available. Travel insurance is therefore highly recommended. Cancellation of a charter due to misconduct by the guests will not be refunded. Any damage that needs repairing, resulting from misconduct by the guests will be charged to the guest.

**Reserves the right:** Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) the right to alter prices, apply a fuel surcharge, cancel departures, arrange alternative transport, and vary itineraries and services if necessary.

**Liability:** Where another company or persons operate the tour, activity or excursion, diving, accommodation, or shore transfers, Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) is only acting as a Sales Agent. Responsibility for the operation and liability for any mishap lies with those operators solely and not with Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji).

**Visa requirements:** It is the responsibility of all guests travelling with Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) to check and adhere to Fiji's visa requirements.

**Travel insurance:** There are no medical facilities on the outer islands of Fiji; therefore, if any medical problem arises, clients will need to return to Nadi. If a client develops a serious medical problem, they will most likely want to leave Fiji for Australia, New Zealand, or home. There is also a higher degree of risk in public areas, on local vessels, and so on. In addition, sea conditions and sometimes cyclones can prevent travel on the booked dates. It is therefore an essential condition of travelling with Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) that clients have a valid travel insurance policy to cover the cost of any emergency medical treatment or accident and to protect their holiday payments in the event of cancellation.

## Payment terms

**Payment:** Within 7 days of booking, a non-refundable deposit of 30% of the full value of the booking is required to confirm the booking, notwithstanding that full payment is due 60 days prior to departure. Bookings are to be made direct to bookings@bigbluefiji.com.

**Contract:** On receipt of cleared payment of charter fare(s) or any part thereof by Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji), a binding contract shall be deemed to exist between the passenger(s) and Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji), subject to the terms and conditions herein.

Full payment is required 60 days prior to sailing date. The guest or their Agent must pay bookings made within 60 days of travel in full to Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji).

**Amendment fees:** An amendment fee of USD\$50 will be charged per booking for any amendments made after the booking has been placed with Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji). However, if the amendment is a change of date only, with a similar value booking still being held, then Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji), at its discretion, will waive the cancellation fees if it has the ability to fill the vacated booking.

**Cancellation fees:** All cancellations must be in writing to Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) and Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) shall base the timing on the day of receipt of such notification.

Outside 60 days	Forfeit deposit (unless transferring date)
31 to 60 days	70% of applicable fare
0 to 30 days	100% of applicable fare

**I hereby agree to the above booking terms and conditions.**

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

If under 18 years of age, parent, guardian, or custodian must sign and include the indemnification.



# Medical Declaration

To be completed and signed by diver/freediver

## Personal Details

Surname	Given Name(s)		
Address (inc post/zip code & country)			
Phone	Email		
Date of Birth / /	Male	Female	

Have you suffer from, or do you now suffer from, any of the following

	Yes	No
Asthma or wheezing		
Brain, spinal cord or nervous disorder		
Chest surgery		
Chronic bronchitis or persistent chest complaint		
Chronic sinus conditions		
Collapsed lung (pneumothorax)		
Diabetes mellitus (sugar diabetes)		
Ear surgery		
Epilepsy		
Fainting, seizures or blackouts		
Heart disease of any kind		
Recurrent ear problems when flying		
Tuberculosis or other long-term lung disease		
Have you ever had major surgery?		

Are you currently suffering from

	Yes	No
Breathlessness		
Chronic ear discharge or infection		
High blood pressure		
Other illness or operation within the last month		
Perforated eardrum		

	Yes	No
Are you currently taking any medication or drug?		
Have you ingested any alcohol within 8 hours prior to diving?		
Are you pregnant?		
Do you understand the concealment of any condition incompatible with safe diving might put your life or health at risk?		
Are you flying within the next 24 hours?		

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

# COVID19

**Please note:** All guests are required to be fully vaccinated against COVID19 and to have negative COVID19 PCR tests prior to travel to Fiji. All guests are also required to have travel insurance with international travel that covers COVID19 and a copy of your itinerary prior to boarding your flight.

**Requirements:** Due to the nature of our business, all guests will be required to undergo a PCR test prior to boarding Aparima. The cost of these tests will be covered by Big Blue Fiji. Tests can be done either in a local medical facility or at the port. Test turn around is up to one hour. We do this as we are unable to provide quarantine facilities on board. Once negative results are received, guests will be able to board Aparima. If guests test positive for COVID19, they will be unable to board Aparima and will be required to quarantine in a local quarantine facility. The cost of this should be covered in their travel insurance policy. The charter will not be refunded however, guests may reschedule to a date in the future. A letter to travel insurance companies can be provided and guests should ensure travel insurance covers cancellations due to positive COVID19 tests.

**Returning home:** Please check requirements for travel into your home country. Guests are welcome to bring their own RAT tests on board for their return journey. Should guests require a PCR test prior to travel please advise Big Blue Fiji completing the below so a reservation can be made. Note Big Blue Fiji does not cover the cost for the return PCR test and guests should ensure they have the correct Fiji Dollar amount at time of boarding (currently FJ\$150 per person per test). Please complete the following if you would like Big Blue Fiji to schedule your PCR test for 48-72 hours prior to your return flight:

I **(Name)** \_\_\_\_\_ require a PCR test **(please state number of hours required by your country)** \_\_\_\_\_ hours prior to my return travel. I agree to cover the costs for the PCR test and agree to have the Fiji Dollar equivalent on board to cover the costs and this will be paid directly to the medical practitioner coming on board.

I **(Name)** \_\_\_\_\_ certify that I am fully vaccinated against COVID19 and agree to having a PCR test prior to boarding. I also confirm I have attached proof of my COVID19 vaccine as well as a copy of my travel insurance which covers COVID19 cancellations and quarantine to this form.

I also agree to download the careFIJI contact tracing app available for download here: <https://carefiji.digitalfiji.gov.fj/>.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



# Waiver & Release Agreement

## Assumption of risk, liability release and indemnity

### This Document Affects Substantial Legal Rights, Including Your Right to Sue

I certify that the statements made by me in this Booking Form set forth above concerning my personal information, good health and fitness, diving experience and certification are correct and truthful in all respects. I understand and agree that Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji), a Fiji based company, accepts no responsibility whatsoever for determining my physical fitness to engage in snorkeling, hiking, boat rides, scuba diving or any other physical activities in which I may participate in connection with the trip for which I have reserved. I acknowledge and agree that it is my responsibility to determine, through a thorough medical examination or consultation with my personal physician, my physical fitness for this trip.

For and in consideration of Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) charters and programs, operators of transport boats as may be needed, travel or booking agencies, airlines, resorts, hotels, tour guides, tender operators, yacht personnel, small craft, local vans, taxis or buses and any other individual or company needed for the execution of the trip I have reserved along with any officers, directors, shareholders, agents, employees and/or affiliated companies (hereinafter collectively referred to as RELEASED PARTIES) permitting me to board, reside on and participate in snorkeling, hiking, scuba diving and other activities associated with the trip I have reserved (hereinafter collectively referred to as ACTIVITIES or ACTIVITY), I understand and agree that the RELEASED PARTIES do not accept or assume any responsibility or liability for my safety, freedom from accident, injury or sickness that may arise or result, directly or indirectly, from ACTIVITIES in which I engage on the trip I have reserved.

I hereby voluntarily and knowingly represent and agree for myself and my heirs, executors, administrators and assigns as follows:

#### **Divers**

1. I am a certified scuba diver trained in safe diving practices and understand and agree that the purpose of our diving is strictly recreational. I am aware (a) that scuba diving is a physically strenuous activity and that I will be exerting myself during this dive excursion, (b) of the risks inherent in the activity and instruction of skin and scuba diving, and (c) that it is not the function of Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) or its agents or employees to act as the guardians of my safety, and I expressly assume these risks.

2. I understand that an open water diving trip may be conducted at sites that are remote, by time and / or distance, from a recompression chamber and/or medical facility, and nonetheless agree to accept and assume such risks when I proceed with such ACTIVITIES.

3. I understand that even if I follow all of the appropriate dive practices, there is still some risk of my sustaining heart attack, decompression sickness, embolism or other diving-related injuries, and I expressly assume the risk of such injuries or illnesses. I further understand that diving in ocean waters involves additional risks due to the environment, animal or sea life, currents and mechanical or equipment failure or misuse and that injury or death may occur from such risks, and I expressly assume such risk.

4. In case of a medical emergency, I authorize the Captain and/or crew of the boat and/or other personnel if the injury occurs during one of our ACTIVITIES while not at sea, to administer first aid or get proper medical attention if necessary and time/distance permits. I understand that the nearest medical facility may be hours away, that there is no recompression chamber in Fiji, and may require air evacuation. The time involved with boat and air transport poses additional risk to my personal safety. I voluntarily accept this additional risk and am fully prepared to pay all expenses related to evacuation and treatment should it be deemed necessary by myself or the yacht or tour personnel.

5. I affirm that: (a) I have no medical history or condition and am taking no medication contraindicated for diving, or (b) I will be in possession of a doctor's statement less than one year old affirming my fitness to dive despite one or more contraindicated medical conditions or medications that I am taking. I understand that, if I have a contraindicated medical history or condition or take contra-indicated medication, and cannot provide a current doctor's recommendation of my fitness to dive, I will be unable to participate in diving activities for the trip I have reserved, and that no refund or other consideration will be given.

## Divers and Non Divers

6. I acknowledge that I have been fully and completely advised of the potential hazards and dangers incidental to boat-based residence and in-water activities, including remoteness by time and/or distance from any medical facilities, and I expressly assume such risk.

7. I shall observe strictly and comply with such additional reasonable terms and regulations as local operators and/or its employees may from time to time deem desirable or needful to prescribe before or during any ACTIVITIES I undertake onboard or on land during the tour I have reserved, for insurance, safety or other reasons.

8. I understand and agree that, in consideration of being allowed to participate in the trip I have reserved and the ACTIVITIES that may be available in connection with that trip, I hereby waive, release and absolve the RELEASED PARTIES of and from any and all liability and responsibility for personal injury, property loss, death, loss of services and any and all other damages that I may sustain in conjunction with or arising out of my participation on the trip I have reserved and the ACTIVITIES made available in connection therewith, whether such injuries, losses or damages result from negligence, products, liability, strict liability, seaworthiness of the yacht, equipment rentals or fault of any of the RELEASED PARTIES. I further agree to defend, indemnify and hold harmless the RELEASED PARTIES from any claim or lawsuit by me or anyone purporting to act on my behalf for any such personal injury, property loss, death or other damages. In the event I shall prosecute any such claim against Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) and/ or its local operators, employees or agents, I shall (a) indemnify and hold them harmless from any and all loss or liability, including costs and attorneys' fees, and (b) agree to interpret this agreement according to the laws of Fiji. I further agree that any claim brought by me or my successors against any party or persons whatsoever, arising in any matter out of or relating in any manner to this reservation or any contract formed hereby or hereafter on the basis of this reservation, or any act or circumstance arising from or related to any use by myself of any vessel, facility or employee, agent, affiliate, or subsidiary of all RELEASED PARTIES, whether in tort, in contract or otherwise must be adjudicated solely within the tribunals and courts in Ecuador and not in any other place, tribunal or court, including, but not limited to, signatory's place of residence as stated in this reservation, and must be brought within one (1) year from the date of the Incident giving rise to claim.

9. Cancellation and Refund Policy - I understand that if I cancel my trip due to injury, family emergency, or other conflict, I will be subject to the cancellation or change fees described on the attached Payment and Cancellation Policy, that I acknowledge I have received, and that I agree to pay these fees.

10. I understand that Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) and/or its local operations, agents, employees, etc are in no case responsible for airfare cancellation penalties or change fees, nor additional travel costs incurred in the event of a forced itinerary change to comply with government regulation or weather concerns, minor delays or inconveniences, missed connections, lost baggage recovery, or expenses incurred due to travel delays, whether or not such travel is booked by or through Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji), its agents or operators. I understand that Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) is not responsible if any factor not within Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) control forces cancellation of the trip, including but not limited to political unrest, changes in any government regulations or National Park regulations, air carrier strike, adverse weather, mechanical issues, nor any known or unknown government regulation which may affect the reservation I have made. I agree to obtain trip cancellation insurance coverage if I wish my trip costs or other fees to be reimbursed in the event of any of the circumstances described above.

I understand and agree that the RELEASED PARTIES reserve the right to deny my reservation for any reason whatsoever. I fully understand that it is my responsibility to conduct myself with reasonableness and follow all of the rules and regulations set forth by the captain and crew on any vessel. I acknowledge and agree that if, at any time, my behavior is deemed inappropriate, unsuitable, or, in any way, endangers the boat, passengers or other guests, the Captain has the right to refuse service to me or to remove me from the boat.

12. I further represent and agree:

(a) That I am of legal age and am competent to sign this Waiver and Release Agreement or, if not, that my parent or legal guardian shall sign on my behalf, or has given written consent to my signing this document, and that my guardian or parent completely understands and concurs with this Waiver and Release Agreement.

(b) That I will inspect my snorkeling, scuba diving or other program equipment prior to engaging in the Activities and that I will notify the RELEASED PARTIES if any of the equipment is not working properly. I will not hold the RELEASED PARTIES responsible for any injuries received as a result of my failure to inspect the equipment and/or to notify RELEASED PARTIES of any equipment that is not working properly prior to engaging in the ACTIVITIES, whether equipment is my own or rental equipment.

(c) That, prior to each ACTIVITY, I will check my own equipment and my buddy's equipment to ensure proper function, completeness and familiarity. I do not expect my equipment to be inspected by anyone else.

(d) If I do obtain any equipment for any program ACTIVITY from any of the RELEASED PARTIES, I accept the equipment as is. RELEASED PARTIES accept no responsibility for any defect in any of the equipment of RELEASED PARTIES and do not warrant that it is suitable for any particular purpose. I agree that the use of any such equipment is entirely at my own risk. I

shall return any equipment so obtained in good order and operating condition and shall be financially liable for any breakage or deviations there from.

(e) That, in executing this Waiver and Release Agreement, I am not relying upon any oral or written representations or statements made by the RELEASED PARTIES, or others, except as what is set forth in this Waiver and Release Agreement. I also understand that voiding, deleting, erasing, striking or by any other means altering any part of this Waiver and Release Agreement is prohibited and does not discharge or release me of that or any other part of this Waiver and Release Agreement.

13. I hereby give Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji) and/or it's local agents, operators, employees, etc the absolute and irrevocable right and permission with respect to photographs and/or videos that have been taken of me or in which I may be included with others: (a) To copyright the same in whatever name they may choose, and (b) to use and/or publish the same in whole or in part for any purpose whatsoever, including illustration, advertising and promotion, and advertising trade;

(c) To use or disclose my name in connection therewith if Luxury Yacht Charters (Fiji) Pte Limited (trading as Big Blue Fiji), it's agents, operators, etc so chooses.

If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this Assumption of Risk and the remainder of this document shall be construed as though the unenforceable provision had never been contained in this document and shall remain in full force and effect. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the country of Fiji.

Delivery of an executed signature page to this Agreement by e-mail shall be effective as delivery of a manually or digitally executed signature of this Agreement.

I ACKNOWLEDGE THAT I HAVE READ AND INITIALED THE FOREGOING PARAGRAPHS, AND THAT I FULLY UNDERSTAND THE LEGAL RIGHTS THAT I AM GIVING UP BY SIGNING THIS DOCUMENT, AND THAT I AGREE TO ABIDE BY THE TERMS SET FORTH IN THIS AGREEMENT

Check here to give permission to use your digital photos on this business' commercial website and social media accounts

YES

Check here to deny permission to use your digital photos on this business' commercial website and social media accounts

YES

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

If under 18 years of age, parent, guardian, or custodian must sign and include the indemnification.

**PLEASE ENSURE A COPY OF YOUR DIVER CERTIFICATION (IF DIVING) IS ATTACHED TO YOUR RETURN EMAIL WITH ALL COMPLETED FORMS. VINAKA!**



# Food and Beverage Preferences

## Bar and beverage

Please check your favorites

- |                                   |                                       |                                |                               |
|-----------------------------------|---------------------------------------|--------------------------------|-------------------------------|
| <input type="radio"/> Beer        | <input type="radio"/> White wine      | <input type="radio"/> Red wine |                               |
| <input type="radio"/> Vodka       | <input type="radio"/> Gin             | <input type="radio"/> Rum      | <input type="radio"/> Whiskey |
| <input type="radio"/> Tequila     |                                       |                                |                               |
| <input type="radio"/> Juice       | <input type="radio"/> Coke            | <input type="radio"/> Sprite   | <input type="radio"/> Fanta   |
| <input type="radio"/> Still water | <input type="radio"/> Sparkling water |                                |                               |

Please note Fiji has a limited selection of premium spirits and we will do our best to source spirits closest to your preferences.

## Favourite brands

(Premium drink option only)

Please note Fiji has a limited selection of premium spirits and we will do our best to source spirits closest to your preferences.

## Breakfast

Please check your favorites

- |                             |                            |                                   |
|-----------------------------|----------------------------|-----------------------------------|
| <input type="radio"/> Light | <input type="radio"/> Full | <input type="radio"/> Combination |
|-----------------------------|----------------------------|-----------------------------------|

## Lunch

Please check your favorites

- |                           |                            |                                   |
|---------------------------|----------------------------|-----------------------------------|
| <input type="radio"/> Hot | <input type="radio"/> Cold | <input type="radio"/> Combination |
|---------------------------|----------------------------|-----------------------------------|

## Sunset nibbles

Please check your favorites

- |                              |                             |                                   |                                   |
|------------------------------|-----------------------------|-----------------------------------|-----------------------------------|
| <input type="radio"/> Cheese | <input type="radio"/> Meats | <input type="radio"/> Crisps/Nuts | <input type="radio"/> Combination |
|------------------------------|-----------------------------|-----------------------------------|-----------------------------------|

Favorite meats are: \_\_\_\_\_

Favorite cheeses are: \_\_\_\_\_

## Dinner/ international cuisine

Please check your favorites

- |   |                              |                               |                             |
|---|------------------------------|-------------------------------|-----------------------------|
| <input type="radio"/> Fijian (local)            | <input type="radio"/> Indian | <input type="radio"/> Italian | <input type="radio"/> Asian |
| <input type="radio"/> We enjoy all of the above |                              |                               |                             |

Continued on next page

### Our favourites are

Please check your favorites

- Chicken
- Beef
- Pork
- Lamb
- Fish
- Shellfish
- Vegetarian
- All of the above

### Desserts

Please check your favorites

- Ice cream
- Cakes
- Fruit
- Chocolate
- All of the above

We enjoy dessert:

- Every night
- Every second night

### Special occasions

Please let us know if any of your group will be celebrating a special occasion

- Birthday
- Anniversary
- Reunion
- Honeymoon

### Very important information

Special dietary requirements or dislikes

If any one in your group is allergic to any food or drink and or has specific dislikes, please list them accurately.

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Thank you for completing this very important information.

We look forward to welcoming you onboard and providing you and your guests with a trip of a lifetime!