AMBA DIVE MALDIVES | AMBA DIVE PRIVATE LIMITED

TERMS AND CONDITIONS FOR THE DIVE SAFARI

Operated by Amba Dive Private Limited

1. SCOPE, BOOKING AND PARTICIPATION

These Terms apply to every guest participating in an AMBA Dive Maldives liveaboard safari, whether booked directly with Amba Dive Private Limited ("AMBA") or through a tour operator, travel agent, dive center, charterer, group leader or other intermediary ("Intermediary"). For direct bookings, the contract is formed when AMBA confirms the booking and receives the required deposit. An Intermediary may apply separate commercial/package-travel terms to its customer; however, AMBA's vessel, diving, safety, medical, conduct and participation rules apply to every guest onboard. Separate written agreements between AMBA and an Intermediary govern their commercial relationship. Nothing in these Terms excludes a right that cannot lawfully be excluded under mandatory applicable law.

A valid scuba certification permitting dives to 30 m and Nitrox use must be presented on the first day and submitted via online check-in no later than 31 days before trip start. Guests must complete check-in by that date and must be physically, mentally and emotionally fit to dive. Complete and accurate health, medication, certification and experience information is required. False or incomplete information, insufficient competence/experience, unsafe behavior, intoxication, unsuitable equipment or a medical/safety concern may result in restriction or exclusion from diving without refund for missed dives, except where mandatory law requires otherwise. AMBA may require medical clearance where reasonably necessary.

2. DIVING RULES, SERVICES AND EQUIPMENT

Maximum depth is 30 m. Maximum dive time is 60 minutes including a 5-minute safety stop. Decompression dives and deep stops are prohibited. Dives are conducted in the buddy system and guests must follow the dive briefing, dive plan and instructions of the certified guide/dive team. References in any separate PADI form to independent or self-reliant diving do not create a right to dive unguided on an AMBA safari. AMBA may require any guest to remain with a guide or buddy group. Violation is at the diver's own risk and may lead to exclusion from further dives.

The safari normally offers 2-3 dives per diving day, including up to two night dives per trip. Only Nitrox dives are offered and Nitrox certification is required. No dives take place on embarkation or disembarkation days; the last dive is one day before disembarkation. No refund or price reduction is due for dives missed through a guest's non-participation, fitness, certification, conduct or personal decision. If the Nitrox system fails, diving may continue with an available suitable breathing gas if operationally and safely possible; no price adjustment is due solely because Nitrox is unavailable.

Guests must use fully maintained equipment, including BCD, mask, snorkel, wetsuit, fins, regulator, pressure gauge, knife/cutting device, torch where required, surface marker buoy, whistle, dive computer and compass. Guests must inspect their equipment before use and report defects immediately. Damage to AMBA rental equipment caused by negligent, reckless, intentional or unauthorized use will be charged at the reasonable Maldives replacement cost, taking account of condition where appropriate. AMBA remains responsible for any non-excludable duty concerning equipment it supplies.

3. SAFETY, CONDUCT, ROUTES AND OPERATIONAL CHANGES

No alcohol may be consumed between dives. Breach of safety rules, harming marine life, or failure to follow the captain's, crew's or dive team's instructions may lead to exclusion from activities. The captain has final authority over navigation and vessel safety; AMBA's dive management has authority over diving safety. Itineraries, routes, sites, number/timing of dives, night dives and wildlife encounters are planned but not guaranteed. AMBA may alter, substitute or cancel a route, site or dive because of weather, currents, sea state, visibility, inaccessible sites, technical/mechanical issues, medical emergencies, governmental instructions, port/anchorage restrictions or other safety/operational reasons. Where reasonably practicable, AMBA will provide an appropriate alternative. No particular marine-life encounter is guaranteed.

3A. SHARK AND LARGE MARINE ANIMAL DIVES – MANDATORY SAFETY RULES AND ASSUMPTION OF RISK

Sharks and other large marine animals are wild and their presence, movements and behavior cannot be predicted or controlled. Dives at sites where potentially dangerous sharks or other large marine animals may be encountered therefore involve inherent risks that cannot be entirely eliminated, even where the dive is properly planned, briefed and supervised. Such risks may include serious injury or death. Each guest choosing to participate confirms that they understand and voluntarily accept these inherent risks, subject always to rights and liabilities that cannot lawfully be excluded or limited under mandatory Maldivian law.

For every such dive, AMBA's dive briefing, dive plan and safety instructions are mandatory. Guests must immediately and at all times follow the instructions of AMBA's dive management, guides, instructors, divemasters, captain and crew, as applicable. AMBA may refuse, restrict, suspend or terminate participation where a guest does not comply with a briefing, instruction, equipment requirement or other safety rule, or where the responsible dive professional considers participation unsafe. No refund is due for a dive missed or terminated because of the guest's non-compliance, except where mandatory law requires otherwise.

Unless AMBA's responsible dive professional expressly approves otherwise for a particular dive, guests participating in dives where encounters with sharks or other large marine animals are reasonably anticipated must wear a full-length, predominantly single-coloured exposure suit covering the arms and legs; avoid conspicuous colour contrasts between exposure protection and equipment; wear a hood; and wear black gloves. These requirements are AMBA operational safety rules for such dives and do not constitute a representation or guarantee that any particular equipment configuration will prevent an adverse wildlife interaction.

AMBA does not feed, bait or deliberately attract sharks and will not instruct or authorize guests to do so. Shark feeding is prohibited under the applicable Maldivian recreational diving rules. Other dive operators, vessels, divers or third parties may nevertheless be present at or near a dive site. AMBA does not control independent third parties and cannot guarantee their conduct or compliance with applicable law, including whether a third party unlawfully feeds, baits or otherwise attracts sharks. If AMBA becomes aware of third-party conduct or other circumstances that, in the professional judgment of the responsible dive personnel, create an unacceptable safety risk, AMBA may change the dive plan or site, delay or cancel the dive, or terminate a dive already in progress.

To the maximum extent permitted by applicable law, AMBA is not liable for injury, loss or damage arising solely from the inherent and unavoidable risks of encounters with wild sharks or other marine animals, or from acts or omissions of independent third parties outside AMBA's reasonable control. This clause does not exclude or limit liability to the extent that such exclusion or limitation is prohibited by mandatory Maldivian law and does not reduce AMBA's obligation to apply its own safety procedures, exercise the duties imposed on it by applicable law, or respond reasonably to safety risks of which its responsible personnel become aware.

4. PAYMENT AND CANCELLATION

Booking	Payment	Cancellation
Individual	20% deposit to secure booking; balance 40 days before trip start.	More than 40 days: 20% cancellation fee. Less than 40 days: 100%.
Full Charter	18+2 offer: pay 18, receive 4 lower-deck spaces free; Green Tax payable for free spaces. 20% first deposit to secure charter; 30% second deposit 120 days before trip; balance 60 days before trip.	More than 120 days: 20%. More than 60 days: 50%. Less than 60 days: 100%.

For extras and surcharges, the price stated in the booking confirmation and the applicable published AMBA price information govern. Later website changes do not retrospectively change a confirmed booking unless expressly permitted or caused by a new/changed tax, governmental fee or mandatory charge. Onboard cash payments are accepted in USD or EUR. Card payments incur a 4% surcharge to the extent permitted by applicable law and disclosed before payment. Tips cannot be paid by card and 10 USD per Guest and night are a good guideline in the Maldives.

5. INSURANCE, LIABILITY, EMERGENCIES AND FORCE MAJEURE

Guests must hold comprehensive travel insurance and scuba-diving accident insurance appropriate to the activities, preferably including recompression treatment, emergency evacuation/repatriation and trip interruption/cancellation. AMBA is not responsible for personal or financial losses merely because a guest lacks adequate insurance. AMBA accepts no liability for loss or damage to luggage or personal equipment except to the extent caused by AMBA and liability cannot lawfully be excluded. AMBA may arrange or assist with emergency medical care, transport, evacuation or communications. Unless AMBA is legally responsible for the event causing the cost, third-party medical, rescue, evacuation, transport, accommodation or similar costs are the guest's responsibility.

Diving, freediving, snorkeling, tender transfers, vessel travel and marine activities involve inherent risks, including decompression sickness, embolism, oxygen toxicity, drowning, falls, boat-related injury and serious injury or death, often at locations remote from a recompression chamber. Guests knowingly accept the ordinary inherent risks of participation and remain responsible for following safe diving practices, planning within certification/experience limits, maintaining adequate gas, making required safety stops and promptly signaling distress. Nothing in these Terms excludes or limits liability where exclusion or limitation is prohibited by mandatory Maldivian law. Any separate release referring to active or passive negligence applies only to the maximum extent legally enforceable and does not override liability that applicable law does not permit AMBA to exclude, including fraud or intentional misconduct.

AMBA is not liable for changes or consequential losses caused by events beyond its reasonable control, including severe weather/sea conditions, natural disaster, epidemic/pandemic measures, quarantine, war, civil disturbance, governmental action, port/airport closure, navigation restriction or emergency evacuation. If only part of the safari is affected, AMBA may modify the itinerary/services without refund for the affected component where the safari can substantially continue. If AMBA cancels the entire safari before commencement and provides no substitute service, rights are determined by the booking contract and mandatory applicable law. A guest's cancelled flight does not automatically entitle the guest to an AMBA refund where the safari remains available.

6. DATA, COMPLAINTS, LAW AND GENERAL TERMS

AMBA may process data reasonably necessary for booking and safari operations, including identity/contact details, travel/passport information, certification/diving records, emergency contacts, payment-related data, dietary information and health/medical information supplied for diving safety. Data may be shared as reasonably necessary with an Intermediary involved in the booking, vessel/dive staff, payment providers, insurers/assistance providers, medical/evacuation providers, competent authorities and professional advisers, subject to applicable law. Medical information will be treated with particular confidentiality and access limited to those reasonably requiring it for safety or emergencies.

Guests should report material problems promptly to the captain, cruise director or AMBA representative so AMBA has a reasonable opportunity to investigate and remedy them. Rights are non-transferable except where applicable law provides otherwise. Failure to enforce a provision is not a waiver. If a provision is invalid or unenforceable it will be limited to the minimum extent necessary or severed, and the remainder remains effective.

These Terms and the booking confirmation form the contractual framework with AMBA. Separate charter/agency agreements prevail on commercial matters between AMBA and the relevant charterer/Intermediary where expressly stated. The agreement is governed by the laws of the Republic of Maldives and disputes are submitted to the competent courts of the Maldives, subject to any mandatory jurisdiction or consumer rule that cannot lawfully be excluded. The English version is the operative AMBA text.

7. PADI NON-AGENCY DISCLOSURE AND DIVING RISK ACKNOWLEDGEMENT

PADI Members, including AMBA and individual PADI instructors/divemasters associated with a program, are licensed to use PADI trademarks and conduct PADI training but are not agents, employees or franchisees of PADI Americas, Inc. or its parent, subsidiary or affiliated corporations ("PADI"). Member business activities are independently owned and operated. PADI establishes standards for PADI diver-training programs but does not control AMBA's business operations, day-to-day programs or supervision of divers. To the maximum extent legally enforceable, the participant agrees not to hold PADI liable for acts, omissions or negligence of AMBA or associated instructors/divemasters.

I affirm that I am a certified scuba diver trained in safe dive practices, or a student diver under the control and supervision of a certified instructor. I understand the inherent risks described above, including risks of compressed air, Enriched Air/Nitrox or other oxygen-containing gas mixtures, perils of the sea, and the remoteness of dive sites from recompression facilities, and I voluntarily choose to participate. I affirm that I am fit to participate, will not dive under the influence of alcohol or contraindicated drugs, and if taking medication I have obtained appropriate medical approval. I will attend and follow boat and dive briefings, plan no-decompression dives within my experience and limits, inspect equipment before use, and immediately report anything I do not understand or any defect or distress.

I understand that guides assist with navigation and local conditions but do not remove my responsibility as a certified diver to remain within my certification, experience, buddy system and AMBA instructions. Safe diving practices may recommend a refresher or guided orientation after inactivity; where offered, this may carry an additional fee. I request reasonable rescue/first-aid assistance if I show distress and acknowledge that emergency assistance cannot be guaranteed to achieve a particular outcome. This acknowledgement applies to AMBA excursions for one year from signature, subject always to mandatory applicable law.

I confirm that I am of lawful age and legally competent to sign, or have obtained the required consent/signature of a parent or legal guardian. I understand that these Terms are contractual. Any waiver or release of rights is effective only to the extent permitted by applicable law; no parent/guardian waives a minor's rights beyond what the law permits.

FULL NAME	SIGNATURE	DATE
_____	_____	_____