

## **TRIP PARTICIPANT AGREEMENT AND TERMS AND CONDITIONS - SPRING BREAK XTREME 2011**

Participating in Spring Break Xtreme '11 (hereinafter referred to as SBX'11) through Xtreme Xperience Productions, Inc. dba Xtreme Trips (hereinafter referred to as XTREME) located at 1400 E. Oakland Park Blvd, Suite 209, Fort Lauderdale, FL 33334, is governed by the following terms and conditions below. Xtreme Xperience Productions, Inc. dba Xtreme Trips is registered in the state of Florida as a seller of travel registration number ST35430.

The trip participant (hereinafter referred to as a traveler, passenger, or trip participant) is agreeing that they have read, accept, and agree with the following terms and conditions and all information pertaining to this trip at [www.XtremeTrips.com](http://www.XtremeTrips.com). If the trip participant is less than Eighteen (18) years of age, the parent(s)/guardian(s) of the trip participant must read, agree, and consent to these terms and conditions. Please print a copy of these terms and conditions for your records. Xtreme Trips is not responsible or liable for tour participant's registering and paying online with their parent(s)/guardian(s) credit card or check card and accepting the terms and conditions on behalf of their parent(s)/guardian(s) if the trip participant is less than Eighteen (18) years of age.

**PACKAGE PRICE & INCLUSIONS:** All package inclusions are subject to the following terms and conditions. All package prices are based on current rates as of 3/1/10. All rates are subject to change without notice in accordance with the final fuel base prices billed by chartered airlines and changes in government taxes/fees, etc. Any fuel-related increases and/or changes in government taxes/fees will be assessed no later than 10 days prior to departure and must be paid by all passengers, regardless of whether account is paid in full or not.

**PAYMENT DUE DATES AND INFO:** In order to register for SBX'11, XTREME must receive a payment of at least a non-refundable deposit (\$50, \$75, \$100, or \$150 deposits depending on the time of booking). XTREME accepts Visa, MasterCard, Discover, and AMEX credit cards via online payment @ [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com). Deposit due dates differ per school/group. The FINAL BALANCE PAYMENT DUE DATE for all SBX'11 trips is January 5th, 2011 unless otherwise stated at the time of booking. All balances owed for your SBX'11 trip must be paid by this final balance due date. Final Payments received after January 5th, 2011, will be subject to a \$25 late fee plus any other fees imposed by the hotels, airlines, and/or cruiselines. All other final balance due dates that were assigned at the time of booking will be subject to this late fee if final payments are not received on time. Checks and Money Orders must be made payable to XTREME TRIPS. There will be a \$30 charge for all returned checks, which will be added to balances owed to XTREME. XTREME reserves the right to obtain these fees and payments. You will not be able to travel with XTREME unless your balance is \$0. If you are not paid in full by your final balance due date, you may be subject to cancellation from the trip. A \$25 reinstatement fee per person is applied if cancelled after your final balance due date. Refunds of any kind will be paid no earlier than 30 days prior to departure; some may be received upon return from your trip.

**PAYMENT PLAN OPTIONS:** There are several payment plan options for SBX'11. If you selected AutoPay/LatePay as your payment option, your credit card will be automatically charged monthly on or around the date you booked your SBX'11 trip in the amount of your deposit and the final balance

amount will be automatically charged on or around the final balance due date of January 5th, 2011. Your AutoPay/Late Pay payment schedule is shown at the time of booking. If you selected Full Payment (Total Payment) as your payment option, you will simply pay in full for the trip balance shown at the time of booking. If you selected Another Amount, you will only be making that single payment/deposit and your credit card/check card will not automatically be charged monthly or in full, however, you will be required to make monthly payments in the amount of no less than your initial trip deposit in order to keep up with your payments for SBX'11. If you would like to pay by mail or in person, please make all checks/money orders payable to Xtreme Trips HS, 1400 E. Oakland Park Blvd, Suite 209, Fort Lauderdale, FL 33334. Checks or Money Orders must be made payable to Xtreme Trips.

**TRAVELER'S INSURANCE:** Comprehensive Traveler's Insurance is automatically added to your trip package upon booking your Xtreme Trip and is highly recommended to cover trip participants for cancellations, trip delays, medical emergency, and other great benefits as well. The traveler's insurance policies and descriptions for our Basic, Comprehensive, and Comprehensive + Cancel for Any Reason insurance options are available on the frontpage of our website. You may elect to decline/remove the Traveler's Insurance by emailing or mailing Xtreme Trips your request to decline/remove Traveler's Insurance no later than 14 days after your initial trip booking with deposit/full payment.

**PASSPORTS AND TRAVEL DOCUMENTS ARE REQUIRED TO TRAVEL OUTSIDE THE U.S.:** All US residents are required to have a valid US passport to travel internationally outside of the US. Possession of a valid US Passport is the sole responsibility of the traveler. Foreign nationals must consult their local consulates for documentation requirements. Citizenship documentation requirements are subject to change without notice. Failure to provide the air line, cruise line, or government officials with the proper documents may lead to denial of boarding, in which case Xtreme will issue no refunds, nor provide alternate transportation.

**CHANGES IN RESERVATIONS:** Any changes in your reservation will require written notification and will incur a \$30 fee (plus any airline or cruise fees). **NO CHANGES WILL BE ALLOWED LESS THAN 60 DAYS PRIOR TO DEPARTURE.** When making changes, please include your name, phone number, departure date and departure city along with a check or money order for \$30. Roommates added to a room will be honored by XTREME with the approval of one or any of the occupants of that room and all of the terms and conditions will apply to all occupants thereafter. For the purposes of this paragraph, adding passengers to an existing reservation will not be considered a change.

**CANCELLATIONS, SUBSTITUTIONS, AND REFUND POLICY:** If you cancel your trip, your right to refund is outlined below. For all cancellations, Xtreme will require a request for cancellation in a written letter mailed by Certified Mail received more than 60 days prior to your final balance payment due dates listed above. If the cancellation letter is received after the final balance due date, all funds paid are non-refundable. If the cancellation letter is received before the final balance due date, all funds paid are non-refundable, however the funds can be used as a "Future Xtreme Trips Credit" for up to one year. There are no refunds or credits given after January 5<sup>th</sup>, 2011 for all final balance due dates. If a traveler signs up after January 5<sup>th</sup>, 2011 they are not permitted to receive a "Future Xtreme Trips Credit". Mail all requests for cancellation via Certified Mail to: Trip Cancellations, Xtreme Trips, 1400 E. Oakland Park

Blvd, Suite 209, Fort Lauderdale, FL 33334. All cancellations must be in writing and no refunds will be issued from verbal or email cancellations. It is highly recommended for each traveler to purchase the cancel for any reason insurance.

If you can no longer go on your trip, you can find someone to substitute your reservation by doing a name change. There is a \$50 name change fee assessed prior to final balance payment due dates. All name change requests made after final balance payment due dates are assessed a \$50 name change fee plus any additional airline or hotel fees. No name changes will be allowed less than 45 days prior to departure unless otherwise authorized by XTREME in writing. There are no exceptions to our cancellation policy including medical emergencies, procedures, deaths, or fear of travel for any reason.

If you cancel your trip prior to the final balance due date of January 5<sup>th</sup>, 2011, you are eligible to receive a "Future Xtreme Trip Credit" in the amount of the total amount of your payments minus a \$25 transfer fee. The Future Xtreme Trips Credit can only be used towards one future Xtreme Trip and is not valid if canceling after January 5<sup>th</sup>, 2011 regardless of the final balance due date. Future Xtreme Trip Credits are good for up to one year from the date of cancellation. Future Xtreme Trip Credits are only able to be used by the trip participant who received the Future Xtreme Trip Credit and they are non-transferrable to either an existing traveler's account or another person after the Future Xtreme Trip Credit has been redeemed towards a future Xtreme Trip. All unused portions of Future Xtreme Trip Credits are non-refundable and non-transferable. If the Future Xtreme Trip Credit is redeemed for a future trip and the amount of the credit is more than the balance owed for the new trip, the remaining credit balance amount is forfeited and non-refundable. If the credit is less than the balance owed for the new trip, you are responsible for the remaining balance.

**UNUSED TOUR SERVICES:** No refund will be issued for unused accommodations, flights, cruises, bus, transportation, meals, excursions, tour services, and/or events including if the tour participant leaves SBX'11 for any reason.

**HOTEL DAMAGE DEPOSIT:** A \$50-\$100 per person refundable hotel damage deposit is required upon hotel check-in at some SBX'11 destinations including but not limited to Mexico, Bahamas, Dominican Republic, South Padre, and Panama City Beach, FL. This damage deposit is paid directly to the hotels by credit card or cash and is subject to change. This is not included in the package price of this trip. Each traveler must be prepared to provide this damage deposit upon check-in. If you should have a problem with your hotel room during SBX'11, you must seek remedy from the hotel and not XTREME. XTREME will not be liable in any way for any damages or destruction to the hotel room by you or any other traveler and XTREME is not responsible for your damage deposit.

**ROOMMATE REQUIREMENTS:** It is your responsibility to make sure you have the amount of roommates needed for the room occupancy you selected for your SBX'11 trip. XTREME does not assume responsibility for the additional costs if you do not have enough roommates to fill the room occupancy you selected. Final rooming lists will be completed approximately 60 days prior to each trip date.

**FLIGHT/CRUISE DELAYS, CONNECTIONS, AND/OR LAYOVERS:** Delays are unfortunate, but are an inherent risk in air and cruise travel and beyond the control and responsibility of XTREME. Flight or

cruise delays, layovers, connections, missed connections, or missed accommodations and expenses incurred due to flight or cruise delays are beyond XTREME's control and are the sole financial responsibility of the airline or cruise company and the trip participant and are not the responsibility of XTREME. Per D.O.T. regulations regarding delays of public charter flights, airlines are no longer required by law to provide compensation for delays (i.e. rooms, meals or refunds), unless the delay is more than 48 hours. Missed nights' accommodations, missed time in vacation destination, missed connections to/from charter flights, missed wages, missed package features, and any other additional expenses including long distance phone calls incurred due to flight delays are beyond XTREME's control and XTREME is not responsible for these items. AIRLINES CONCERNED are not responsible for any act, omission, or event during the time the participants are not on board their aircraft. Participant contract in use by the airline concerned, when issued, shall constitute the sole contract between the airline and the purchaser of these tours and/or the passenger. Upon receiving deposit(s) and registration form(s) participant may be required to sign a charter air/tour participant contract. Public charter services are provided by JetBlue, Spirit Airlines, USA 3000, Air Transat, Continental, Miami Air, Mexicana, Air Jamaica, and Bahamas Air. Public charters are operated by XTREME, Apple Vacations, and Funjet. Scheduled air services are provided by US Airways, Continental, American Airlines, Delta Airlines, JetBlue, Spirit Airlines, Air Tran, AeroMexico, United Airlines, Mexicana, Southwest, Air Jamaica, Bahamas Air, or other FAA approved airlines. XTREME and the airline reserve the right to substitute any duly-licensed air carrier and/or change aircraft type, routing and do not guarantee single plane or non-stop service.

**FLIGHT SCHEDULES:** XTREME will provide as much information as possible regarding flight schedules at the time of booking. This information is considered tentative and subject to change without notice per operator's option plan below. Flight times are not guaranteed and may affect actual length of time in vacation destinations. Schedule changes can occur without notice even after tickets have been issued; therefore, the tour participant is responsible for re-confirming both outbound and return flights.

**OPERATOR'S OPTION PLAN:** XTREME will do its best to provide specific departure date requests, however, XTREME reserves the right to use Friday, Saturday or Sunday departures for 7 night packages, Friday, Saturday, Sunday, or Monday departures for 6 night packages, Friday, Saturday, Sunday, Monday, or Tuesday departures for 5 night packages, or any day of the week except for Thursday for 4 night packages. The following are considered "co-terminal" airports: New York (Newark, JFK, LaGuardia); Washington (BWI, National, Dulles); Chicago (O'Hare, Midway); Detroit (Metro, City).

In the unlikely event that the services or accommodations are not available, or availability of aircraft seating change, or date changes occur, due to reasons beyond our control, these terms and conditions still apply. XTREME reserves the right to withdraw, alter, and substitute program items, or modify itineraries at any time without notice, however, XTREME will make every effort to provide accommodations of equal standard and quality for participant's safety and convenience.

**BAGGAGE/LOST OR DELAYED:** For international flights, air carrier liability for lost baggage is limited to \$400 total per passenger. For delayed baggage, air carrier liability is \$25 per person per day, after bags

have been delayed for a minimum of 24 hours. Xtreme assumes no liability for lost or delayed baggage and strongly recommends purchasing the Comprehensive Travel Insurance.

**FUEL PRICE AND GOVERNMENT TAX INCREASES:** Due to the fluctuating price of fuel throughout the world, it is impossible for commercial airlines, charter airlines, cruise lines, or XTREME to predict exact price increases in oil and gas. XT does its best to reduce or eliminate any fuel surcharges due to fuel price increases. In the event that fuel prices do increase by a significant amount, XTREME may assess a minimal fuel surcharge per traveler. Any surcharges for increases in fuel price and/or government taxes and fees will be assessed per traveler no later than 10 days prior to departure and must be paid by all passengers prior to travel in order to receive their travel documents and tickets.

**MEAL PLAN (IF APPLICABLE):** XTREME provides meal coupons for Xtreme meal plans. Coupons hold no cash value and may be subject to taxes and tip. Trip Participant acknowledges that XTREME is not an agent of nor responsible for any acts, errors, failure to honor agreements or other omissions caused by individual restaurants/establishments associated with the meal plans. Meal menus, schedules, and participating restaurants and establishments are subject to change at any time.

**MERCHANT PRIVACY POLICY:** All personal information provided to Xtreme will remain private and confidential and not resold to anyone without your express written permission. Xtreme uses your contact information to notify you about important trip updates, departure information, and Xtreme's other great trips. If you wish to not be contacted for future mailers, calls, text blasts, or mass emails, please notify Xtreme via email at [info@XtremeTrips.com](mailto:info@XtremeTrips.com).

**DIGITAL PICTURES AND FILM:** Xtreme retains the right to photograph and film trip participants during SBX'11, which we may use for future brochures, advertisements, or place online for promotional use. If you wish to not be on trip flyers, our websites, or other advertisements, please email Xtreme at [info@XtremeTrips.com](mailto:info@XtremeTrips.com) or call 954-563-7112.

**PROPERTY DAMAGE DISCLAIMER:** Any damage caused by an XTREME traveler to any entity of our trips, including but not limited to: Airline, cruise ship, bus, hotel rooms and hotel property, vendor properties, or any properties visited during SBX'11 will be the sole financial and legal responsibility of that traveler. This includes but is not limited to any fines, fees, legal actions or penalties, or any costs associated with the damages done by an XTREME traveler. XTREME will promptly remove any traveler(s) off SBX'11 who decide to participate in the damage of any property.

**RULES, REGULATIONS, AND TRAVELER RESPONSIBILITY:** XTREME and its suppliers reserve the right to enforce reasonable rules and standards of conduct to facilitate the trip for all trip participants' safety and enjoyment. By agreeing to these terms and conditions, you understand and acknowledge that failure to comply with such rules and standards may result in the trip participant being removed from the entire SBX'11 trip, including but not limited to hotels, airlines, cruises, buses, and/or any XTREME event at the trip participant's sole expense, without subsequent refund. If evicted from a hotel, neither XTREME nor the hotel will be responsible for providing other hotel accommodations or refunds. Each trip participant is responsible for his/her own actions throughout the entire trip with XTREME. Each participant can choose to participate or not participate in any activities during the trip. The participant

is solely responsible for any and all consequences due to illegal actions taken during this trip. This may also result in the removal from the entire SBX'11 trip. By agreeing and acknowledging these terms and conditions, trip participant's and their parent(s)/guardian(s), if applicable, do hereby release XTREME from any and all liability or additional costs arising out of, or in connection with, participant's removal from the trip.

**RELEASE OF LIABILITY:** According to these terms and conditions, the trip participant understands and agrees that XTREME, their employees, affiliates, directors, management, student reps, staff members, and assigns will not assume responsibility for any claims, losses, damages, costs or expenses arising out of injury, accident or death, inconvenience, loss of enjoyment, disappointments, distress or frustration, whether physical or mental, resulting from weather, acts of nature, acts of terrorism, acts of God, delays, cancellation of travel from weather conditions including hurricanes, hotel services, or other factors beyond the control of XTREME. As lawful consideration for this agreement you agree and covenant that neither you, your family, legal guardian, legal representatives, assigns, heirs, personal representatives, agents, and/or next of kin will not make any claim against XTREME, its owners, its employees, staff, employees acting as staff or sue for bodily injury, emotional trauma, death, or property damage caused in any way as a result of your participation in the trip. You further hereby waive, release and/or discharge all rights you may have in this regard.

XTREME is acting as a travel intermediary between you and suppliers which includes booking and reserving airline tickets, cruise line tickets, hotel accommodations, transportation and/or event accommodations. XTREME is therefore not responsible for any breach of contracts with suppliers or any acts of negligence by suppliers which would result in any inconvenience, loss, damage, injury, or delay to you during SBX'11. XTREME will not assume liability for any acts of negligence on behalf of their employees, affiliates, directors, management, student reps, staff members, suppliers, ground operators, and assigns, arising from or out of any XTREME trip, function, or event. In addition, XTREME does not own or operate any person or entity that provides goods or services for your trip including airlines, cruise lines, hotel accommodations, buses, clubs, food services, and/or any other services and, therefore, can not be held liable for any acts of negligence by these service providers and suppliers. Without limitation, XTREME is not responsible or liable for any loss, injury, theft, pilferage, or damage to your luggage, personal effects, or hotel rooms. XTREME travelers must seek any refunds or compensation directly from the suppliers of the services and not from XTREME. These services include, but shall not be limited to: Hotels, airlines, cruise lines, buses, clubs, bars, restaurants, or any other service providers or suppliers. XTREME does not provide, promote, endorse or condone the use of alcohol or drugs and XTREME is not responsible or liable in any way for the use or abuse of alcohol or drugs by anyone on an XTREME trip.

**ARBITRATION OF DISPUTES:** Should any dispute/controversy whatsoever arise concerning any aspect/element of the trip including the Trip Participant Agreement and Terms and Conditions, the parties agree that it shall be resolved by mandatory binding arbitration before the American Arbitration Association. The arbitration shall take place before a single arbitrator regardless of the participant's residence or where the facts giving rise to the controversy actually arise. Jurisdiction shall be fixed in Broward County, Florida, where the arbitration shall take place and shall be governed by the laws of

Florida and applicable AAA Commercial Arbitration Rules, which are hereby realleged/restated/incorporated by reference as though set forth more fully herein; and, judgment upon the arbitration award shall be full and final and capable of confirmation by any court having jurisdiction over either the parties or the controversy.

**ATTORNEY'S FEES/COSTS:** Should legal action/arbitration be required to enforce any provision of the terms, the prevailing party to the action shall be entitled to an award of his/her/its reasonable attorney's fees/legal costs of suit.

**INTERPRETATION OF THESE TERMS AND CONDITIONS:** This Trip Participant Agreement and Terms and Conditions, available at [www.XtremeTrips.com](http://www.XtremeTrips.com), shall be construed as broadly and inclusively as permitted by law. Should any portion be ruled invalid/unenforceable, the ruling shall not otherwise affect or limit the enforceability of the remainder. Paragraph headings shall be for reference purposes only and shall not be construed to be part of the terms themselves, nor will they limit or define the meaning of any text stated thereafter. XTREME's voluntary waiver of any of the provisions herein shall not constitute a waiver of any other provision.