

## **XTREME PARTY PACKAGES FOR INDEPENDENT TRAVELERS**

The package participant (hereinafter referred to as a traveler, participant, or member) is agreeing that they have read, accept, and agree with the following terms and conditions and all information pertaining to this package at [www.XtremeTrips.com](http://www.XtremeTrips.com). 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. The XTREME Party Package is available for purchase to individuals not traveling with XTREME.

**PAYMENT DUE DATES AND INFO:** In order to register for the SBX'12 Party Package, XTREME must receive a non-refundable full payment of \$299 at the time of booking. XTREME accepts Visa, MasterCard, Discover, and AMEX credit cards via online payment @ [www.XtremeTrips.com](http://www.XtremeTrips.com). All balances owed for your SBX'12 Party Package must be paid by the final balance due date of February 17<sup>th</sup>, 2012. Payments received after February 17<sup>th</sup>, 2012, will be subject to increased pricing. Checks and Money Orders must be made payable to XTREME TRIPS. XTREME reserves the right to obtain these fees and payments. You will not be able to pick up your SBX'12 Party Package unless your balance is \$0.

**DELIVERY, CANCELLATION, UNUSED SERVICES, AND REFUND POLICY:** No refunds will be issued for any reason. Substitutions must be emailed to [info@xtremetrips.com](mailto:info@xtremetrips.com) within 14 days of the groups' arrival date. The group representative is responsible for finding an XTREME Staff member at the Vamar Vallarta Marina and Beach Resort (February 24-March 18) or the Costa Club Punta Arena Resort (March 18-April 8) on their day of arrival and provide valid photo identification. XTREME Staff members will be wearing an XTREME Staff shirt and sitting at the XTREME Help Desk in the lobby of the hotel between 10am-7pm. If the group rep fails to locate the XTREME Staff member at the hotel, XTREME is not responsible for confirming delivery. XTREME Staff will do their best to make themselves visible to the travelers at the hotel. Upon the exchange (delivery of XTREME Party Packages to rep) Xtreme is not responsible for lost, stolen, or unused Party Package tickets or wristbands.

**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 package updates 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'12, 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 Party Package member to any entity of our trips, including but not limited to: vendor properties, or any properties associated with the SBX'12 Party Package 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 Party Package traveler. XTREME will promptly remove any member(s) from SBX'12 events 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 members' 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 member being removed from any XTREME event at the trip participant's sole expense, without subsequent refund. Each trip member is responsible for his/her own actions throughout the entire trip with XTREME. Each member 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. 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 member 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 an intermediary between you and suppliers which includes all 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'12. 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 package 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, or personal effects. 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 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 at an XTREME event.

**ARBITRATION OF DISPUTES:** Should any dispute/controversy whatsoever arise concerning any aspect/element of the trip including the Trip Member 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.