

**XTREMETRIPS.COM**  
**CUSTOMER AGREEMENT TERMS AND CONDITIONS**

*Read carefully!*

THIS DOCUMENT, WHICH INCLUDES "EXHIBIT A" HERETO, WILL NEED TO BE REVIEWED AND ACCEPTED BY YOU IN ORDER TO PROCESS AND COMPLETE YOUR RESERVATION. THIS XTREMETRIPS.COM CUSTOMER/TRAVELER AGREEMENT OUTLINES THE TERMS AND CONDITIONS UNDER WHICH A TRAVELER'S RESERVATION WILL BE PROCESSED FOR ANY XTREMETRIPS.COM SPONSORED VACATION PACKAGE AND/OR TRIP, THE TERMS AND CONDITIONS OF A TRAVELER'S ACCEPTED RESERVATION AND THE TERMS AND CONDITIONS OF THE APPLICABLE VACATION PACKAGE AND/OR TRIP. THIS AGREEMENT CREATES A CONTRACTUAL RELATIONSHIP BETWEEN XTREMETRIPS.COM AND YOU, THE TRAVELER AND CUSTOMER. AFTER READING THIS ENTIRE AGREEMENT, YOU MUST INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT ELECTRONICALLY BY CLICKING THE "I ACCEPT" TAB AT THE BOTTOM HEREOF. YOUR TRAVEL OR VACATION PACKAGE RESERVATION ( "VACATION PACKAGE" OR "TRIP" OR "RESERVATION") WILL NOT BE FINALIZED NOR DEEMED ACCEPTED BY XTREMETRIPS.COM UNLESS ACCOMPANIED BY YOUR ACKNOWLEDGEMENT AND AGREEMENT TO THE TERMS AND CONDITIONS HEREOF. BY SUBMITTING YOUR RESERVATION AND TRAVELING WITH XTREMETRIPS.COM, YOU, THE CUSTOMER, AGREE TO THE FOLLOWING AS RESPECTS YOUR RESERVATION, VACATION PACKAGE AND/OR TRIP:

I. PARTIES TO THIS AGREEMENT

A. TOUR OPERATOR:

Xtreme Brands LLC, 1 Dupont Street, Suite 107, Plainview, NY 11803, doing business as Xtremetrrips.com (together with its owners, members, directors, officers, employees and agents, and its successors and assigns-- all of whom are collectively hereinafter sometimes referred to as "XTREME", or "we", or "our" or "us") has arranged the Vacation Package and/or Trip described in Reservation.

B. CUSTOMER:

You the traveler (herein after sometimes referred to as "Customer", "Participant", "Traveler", "I", "you" or "your" each as the case may be or as the context may require) have or plan to submit a reservation for your selected Vacation Package and/or Trip as described on this brochure or XTREME's website, and intend to participate in the Vacation Package and/or Trip for which the subject Reservation is submitted, and you, the Customer, by such Reservation submission hereby agree to be bound by and subject to the terms and conditions of this Customer Agreement Terms and Conditions (the "Agreement").

II. VACATION PACKAGE PRICE, CHANGES AND INCLUSIONS

The promotions and information for each such Vacation Package and/or Trip promoted by XTREME are as set forth in XTREME's website which sets forth all Vacation Package and/or Trip pricing and inclusions (and which may be updated and modified from time to time). To the extent there is any conflict with any brochure or promotional flier, the terms as set forth in XTREME's website shall control and govern your Reservation. All Vacation Package and/or Trip inclusions are subject to terms and conditions contained in this Agreement. Unless specifically indicated otherwise herein, land only Vacation Packages, hotel only Vacation Packages, and cruise Vacation Packages do not include transportation. All rates are subject to change without notice in accordance with fuel base prices in charter contracts, available class of service,

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 Customers, regardless of whether account is paid in full or not. If Xtreme is unable to secure air travel arrangements for your travel group for your Vacation Package as designated in your Reservation, Xtreme may convert your Reservation to a land only Vacation Package and provide you with a credit against future amounts coming due from you for your Vacation Package or if you are already paid in full for such Vacation Package then Xtreme shall provide you with a refund, as the case may be. The credit or refund as the case may be in the amount that is equal to the difference between the full Vacation Package (which includes air transportation) price that you have paid or committed to pay and the land only Vacation Package price for the same Vacation Package week and destination not to exceed \$500.00.

### III. RESERVATIONS AND PAYMENTS

#### A. DEPOSITS:

Upon your submission of your on-line Reservation, you will be obligated to pay your designated deposit which shall be NON-REFUNDABLE, and such deposit is required in order to secure all Reservations. Monthly and final payments as specified in your Reservation are due and must be received by XTREME when stated. Payment due dates vary according to your Vacation Package and/Trip and chosen payment plan. Please refer to your web account for exact payment due dates or contact our office should you have any questions. Failure to make "on – time" payments may result in cancellation of your Reservation, loss of first choice hotel and/or accommodations at such hotel/villa, flight, cruise and/or other transportation, reservation suspension, assessment of a late payment fee or reinstatement fee, flight cost increases, and/or removal of all price discounts/adjustments and other booking incentives previously applied to your account. Your Reservation is non-transferable. Failure to "LIKE" XTREME on their Facebook page from initial book date through the end of your spring break vacation will result in removal of all price discounts/adjustments. XTREME reserves the right to chargeback any discounts/adjustments that were applied but not earned by failing to "LIKE" XTREME on their Facebook page.

#### B. DEPARTURE TAXES/FEES:

Unless otherwise indicated on XTREME's website, all U.S. and foreign arrival/departure taxes and fees are due with final payment. Customer is responsible for paying any increases in government taxes and/or fees prior to departure. For cancellation fees, please see Section IV herein below.

#### C. PAYMENT TYPES:

##### 1. CREDIT OR DEBIT CARD PAYMENTS:

All Vacation Package, Trip and/or Reservation payments, shall be paid by credit or debit card in U.S. Dollars and be paid to XTREME TRIPS. XTREME does not accept any other form of payment such as cash or checks. The submission of your Reservation and receipt of your required deposit by XTREME constitutes acceptance of these terms and conditions by Customer (although Xtreme shall have no obligation to process your Reservation without your acknowledgment of, and agreement to, this Agreement).

##### 2. CREDIT CARD/DEBIT CARDS:

XTREME accepts Visa, MasterCard, and Discover; however, Xtreme reserves the right to change the credit cards it accepts at any time and our Website will reflect what cards are then being accepted. Your credit card payments are secure on our website, and you must complete the XTREME credit card registration form (available on our website) with cardholder's billing address and electronic signature. Customers paying by credit card agree to all terms and conditions

contained herein and agree to waive all charge back rights. Customer further acknowledges that upon the completion of Customer's travel with Xtreme on the applicable Vacation Package or Trip, Customer has accepted the services performed by Xtreme and therefore agrees that Customer shall have no right of set off or right of charge back for any amounts paid to Xtreme by credit or debit card. In the event a chargeback is performed, XTREME reserves the right to charge the current chargeback fee.

3. PAYMENT METHODS:

AutoPay or AutoDeposit Acceptance Policy

Your payments due shall be made by one of the credit or debit cards accepted by XTREME, and in your Reservation, you will be required to select the AutoPay or AutoDeposit method for your payments and to provide XTREME with your designated credit or debit account number together with such other information as the card processor may require for XTREME to charge your designated card/account and receive the payments due when due. By selecting one of these methods and submitting your Reservation, you authorize XTREME to automatically process payments when due using your credit card on file with XTREME without any additional notice to you. At the time of submission of your Reservation, your credit or debit card will be automatically charged for the required deposit and XTREME will then automatically charge the installment amounts due for your Vacation Package and/or Trip (as designated in your Reservation) together with such other incidentals charges, when due, as are related to your Vacation Package and/or Trip to the extent specified in this Agreement or on our website. All payments made with AutoPay or AutoDeposit are non-refundable. Your cessation of Auto-Pay/AutoDeposit enrollment coupled with your failure to pay the amounts due as and when due by other means acceptable to XTREME will result in the cancellation of your Reservation and loss of level discounts and coupons previously used to reduce your Vacation Package and/or Trip pricing.

The FINAL BALANCE PAYMENT DUE DATE for your Vacation Package or Trip is as set forth on your Reservation submitted to XTREME. However, and for the avoidance of doubt, your final balance for all Spring Break Vacation Packages and/or Trips shall never be later than the 11<sup>th</sup> day of December of the calendar year which immediately precedes your designated departure date. All balances owed for your Vacation Package and/or Trip must be paid by this final balance due date. Final payments received after the specified due date, will be subject to applicable late fees plus any other fees imposed by third party vendors such as hotels, airlines, and/or cruise lines. All other due dates that were assigned to your payment schedule at the time of submission of your Reservation will be subject to a late fee if such payments are not received by the specified due date. XTREME reserves the right to collect these fees and payments. You will not be able to travel with XTREME and participate on your reserved Vacation Package and/or Trip unless you are paid in full and your account balance with XTREME is zero (\$0) as of the applicable final payment due date. In addition, late or non-payment of the amounts due under your designated payment schedule will result in the loss of all previously applied promotional or coupon benefits, and the cancellation of your reserved Vacation Package and/or Trip. All Xtreme travelers, including Xtreme representatives and managers are responsible to ensure that their final invoices are paid in full as of the Final Balance Due Date and that any discrepancies are resolved by such time; failing which

the applicable Reservation could be subject to the charges and/or cancellation as herein provided . In addition, should your Reservation be cancelled and you desire to reinstate your Reservation, such reinstatement will be at the discretion of XTREME and at the then current applicable rates for such Vacation Package and/or Trip and reinstatement fees. In addition you may be subject to a reinstatement fee, and If your Reservation is reinstated, you authorize Xtreme to apply its then current reinstatement fee to your account for prompt payment along with any other outstanding amounts due for your designated Vacation Package or Trip. .

4. **SPRING BREAK VILLA CHARGES**

All villa reservations require a security deposit which will be due from all travelers reserving a villa and payable by you (if your Reservation is for a villa) 7-14 days prior to the date of departure of your Vacation Package and/or Trip. The security deposit amounts vary by villa. In addition, all villa reservations require an additional gratuity fee, and this fee will likewise vary from villa to villa. Some villas require that you pay for pre-paid meals and therefore if your villa has this requirement, you will be obligated to pay your per person meal charge (as determined by the villa), which meal charge will be due when your final balance for your Vacation Package and/or Trip is due. You agree that when submitting your Reservation for villa accommodations these additional deposits and fees will be charged against your credit or debit card, and that the failure to pay these amounts as and when due will result in the cancellation of your respective Reservation without a refund, and may result in the loss of designated/reserved villa for all other travelers in your group. BE ADVISED that Your Reservation and the reservations of Your co-travelers in your group is/are not officially reserved for your group until every group member has/have paid the required deposits and payments stated herein (or such additional charges/fees for such villa accommodations as may be stated on the website) inasmuch as the per-person Vacation Package and/Trip charges for Villa accommodations are based upon full occupancy of the villa. The failure to meet these minimum reservation requirements may result in an additional mandatory occupancy upcharge being charged to each of you to avoid loss of the villa and/or cancellation of your Reservation. All payments are non-refundable -- other than your villa deposits (which are refundable subject to there being no claims assessed against your deposit).

5. **THIRD PARTY VENDORS:**

XTREME is not responsible for the acts or omissions of any third party vendor that may supply goods and/or services to You in connection with any Vacation Package and/or Trip.

IV. **CANCELLATION**

Cancellation requests must be timely and IN WRITING addressed to XTREME by sending an email message to [info@xtremetrips.com](mailto:info@xtremetrips.com). NO VERBAL CANCELLATIONS WILL BE HONORED. In addition, a cancelled reservation will not result in a refund of any payments made as of such date and ALL PAYMENTS ARE NON-REFUNDABLE. A cancelled reservation may only be reinstated with the express consent of XTREME, and any such reinstatement will be based upon and subject to availability and your payment of the then current Vacation Package and/or Trip rates and the then current pricing for all Vacation Package and/or Trip inclusions. Any charges and payments made for processing fees, change fees, transfer fees, travel protection premiums and other charges for products, services, attractions and/or excursions to be supplied in

addition to the base Vacation Package and/or Trip that you have submitted with your Reservation are likewise non-refundable, and may be imposed again if your Reservation is reinstated. Notwithstanding anything to the contrary, XTREME has the express right to cancel your Reservation, at any time for a full refund.

**V. RESERVATION CHANGES**

**A. CHANGE FEES**

You may be subject to a change fee for changing your submitted Reservation once XTREME has received Your Reservation form and deposit for any Vacation Package and/or Trip.

**B. ROOMMATES/OCCUPANCIES/DEADLINES:**

You are responsible for finding your own roommate(s) to satisfy the room/villa occupancy minimums that you have selected in your Reservation. All such roommates must have their own reservation submitted and accepted and otherwise be in good standing with XTREME's terms and conditions. Once your reservation has been submitted you will be committed to room/villa occupancy minimums that you selected at the time of your booking. Your pricing depends upon the room/villa occupancy minimums that you select in your Reservation. Accordingly, any changes in the selected occupancy minimums (or the failure to fulfill the room/villa occupancy minimum) will result in the increases in your base Vacation Package and/or Trip costs that you will be obligated to pay. This includes charges resulting from roommate cancellations. Roommates selected by you when submitting your Reservation only provides XTREME with your rooming preferences and it does not obligate XTREME to confirm with each designated party their respective consents to your roommate selections/designations. XTREME will use reasonable efforts to accommodate your requests for your roommate selections, however XTREME cannot and does not guaranty that your roommate selections or preferences can or will be honored, and you expressly understand and agree that XTREME has the right to assign roommates to your room and villa based upon availability of accommodations and other factors (and this may include co-ed rooming accommodations).

For Spring Break travelers, Your room occupancy minimum commitments as specified in your Reservation must be satisfied (by having Your Reservation, along with all designated room/villa mates' Reservations, being submitted and in good standing and with all payments as then due paid) no later than the following deadlines: (i) If your room/villa organizer (as determined in accordance with Section V H below) has submitted his/her Reservation on or before August 15 of the calendar year immediately preceding the applicable Vacation Package and/or Trip departure date, then the occupancy minimum commitments for your room/villa must be satisfied no later than September 15 of the calendar year immediately preceding the applicable Vacation Package and/or Trip departure date, (ii) If your room/villa organizer (as determined in accordance with Section V H below) has submitted his/her Reservation after August 15 of the calendar year immediately preceding the applicable Vacation Package and/or Trip departure date, but before October 15 of that same calendar year, then the occupancy minimum commitments for your room/villa must be satisfied no later than the date that is thirty calendar days from the date that your room/villa organizer (as determined in accordance with Section V H below) submitted his/her Reservation for the applicable Vacation Package and/or Trip; (iii) If your room/villa organizer (as determined in accordance with Section V H below) has submitted his/her Reservation on or after October 15 of the calendar year immediately preceding the applicable Vacation Package and/or Trip departure date, but before November 15 of that same calendar year, then the occupancy minimum commitments for your room/villa must be

satisfied no later than November 15 of the calendar year immediately preceding the applicable Vacation Package and/or Trip departure date; and (iv) If your room/villa organizer (as determined in accordance with Section V H below) has submitted his/her Reservation on or after November 15 of the calendar year immediately preceding the applicable Vacation Package and/or Trip departure date, then the occupancy minimum commitments for your room/villa must be satisfied within twenty-four hours of your room/villa organizer's (as determined in accordance with Section V H below ) submission of his/her Reservation. Notwithstanding the above, for any Reservation submitted earlier than August 15 of the calendar year immediately preceding the applicable Vacation Package and/or Trip departure date, Xtreme must receive submitted reservations an applicable deposits from You and your co-travelers for at least sixty (60%) percent of the hotel room occupancy for any room occupancy greater than six (6), fifty-one (51%) percent of any hotel room occupancy less than seven (7), and seventy (70%) percent of the villa occupancy commitment for the applicable selected accommodation (as chosen by the room/villa organizer who is determined in accordance with Section V H below) within thirty (30) days of initial hotel Reservation or fourteen (14) days of initial villa Reservation for such room or villa accommodation as the case may be. Failure to have your room/villa occupancies meet the occupancy minimum commitments as required herein could result, in Xtreme's discretion, automatic change in hotel room type or villa accommodation , or the cancellation of your Reservation without refund of any deposits theretofore paid.

If the room/villa occupancy minimums as set forth in your Reservation are not fulfilled by you and the co-travelers in your group, and your Reservation is not cancelled you will be charged the applicable surcharge as stated in XTREME's website. The surcharge will apply for each one (1) person below the applicable room/villa occupancy minimums, and the total surcharges will be shared equally among you and the remaining travelers in your group who will be occupying the room/villa. These surcharges will be charged to your credit card or debit card when applicable and as the case may be. For Spring Break Travelers, to the extent that you and your group are subject to occupancy surcharges as provided herein, and your Group subsequently gains new travelers who are not existing Reservation holders, then you may be entitled to a refund of such surcharge less applicable processing fees/administrative costs; provided however there will be no adjustments made to your account should your group subsequently meet the occupancy minimum outlined in your Reservation on or after your selected final balance payment date. To the extent of any late bookings as provided in Section V D. below, there will be no minimum occupancy surcharge refunds after your selected final balance payment date. In addition, changes made to your reserved rooms or room types or to villas are subject to availability, and subject to your payment (and the payment by each other room/villa occupant being affected by such change) of the then applicable change fee and subject to the payment by you and each other occupant of the differential of your Reservation Vacation Package and/or Trip rate and the then current pricing being charged for such room or villa per occupant for the applicable room. Independent room switching without XTREME's express consent is not permitted and will result in your payment of a guest fee equal to the per-day occupancy rates of the room/villa, and this fee shall be shared equally between all registered room/villa occupants.

**C. ROOM/VILLA SWAPS:**

Name substitutions for flights or other travel arrangements or for committed room or villa occupancies are not permitted.

Once your Reservation is submitted with your roommate or villa mates selections, as the case may be, you cannot change to another room or villa as the case may be, without the consent of Xtreme. Xtreme will only consider your request if another traveler from the room or villa you want to change into agrees to alter his/her Reservation and takes your place in the room or villa you are vacating (a "Swap"). In addition, Xtreme's change fees will apply for any Swap and there may be a change in pricing for your Vacation Package or Trip if the category of your accommodations is changing by reason of your Swap. Price changes will be determined by the rates then in effect as of time of the Swap and the change in Reservation for the applicable Vacation Package or Trip; provided however in no event will the amount for your Vacation Package or Trip be less than the amount due under your original Reservation if your Swap results in less expensive accommodations than your original Reservation.

**D. LAST MINUTE RESERVATIONS:**

Reservations may be accepted up to the day of departure as long as space is available and appropriate arrangements can be made with our third party vendors/providers. XTREME shall require payment in full by immediately available funds as directed by XTREME from individuals and/or travel agents for reservations made after the earlier of : (i) the final payment due dates or (ii) December 31 of the year immediately preceding the departure date of your Vacation Package and/or Trip as the case may be .

**E. LAND ONLY RESERVATIONS:**

Travelers who purchase and contract their flight(s) or other travel related methods independently and NOT through XTREME are referred to as Land Only Travelers. XTREME does NOT provide airport /hotel transfers for Land Only Travelers. Land Only Travelers must coordinate their arrival and departure dates and times to coincide with their room/villa reservation dates and times. Each Land Only Traveler will be responsible for their own transportation, airport/hotel transfers. To the extent that that Land Only Travelers air travel arrangements do not coincide with your Vacation Package and/or Trip designated departure and arrival dates and times, each Land Only Traveler is responsible for their hotel accommodations for days/nights that fall outside of these dates. All such costs and expenses that arise from your independently arranged travel arrangements, including airport/hotel/villa transfers additional accommodations etc. shall be the responsibility of the Land Only Traveler.

**F. HOTEL CHANGE/INCONVENIENCES/ACCOMODATION CONTROL:**

In the event of a hotel overbooking or any other situation in which Your room or hotel designation is not available for You in accordance with your Reservation, XTREME, in its sole discretion, has the right to provide alternative (as determined by XTREME) accommodations, including relocating you to an alternate hotel and/or changing your room type (which could be an upgraded room category at no additional cost to you) ; and should alternative accommodations not be reasonably available, XTREME may give you a full refund, and upon such refund, XTREME shall have no liability to you whatsoever and you agree to release and discharge XTREME from any and all claims or actions that you may have by reason of such cancellation.

Hotel room and villa accommodations are provided through third party vendors, and your stay at the hotel or villa shall be subject to the rules and regulations of the hotel or villa operator as the case may be, including such operator's "check-in" and "check-out" times. Xtreme shall

have no liability to you if you arrive at your hotel on your arrival date prior to your hotel/villa operator's "check-in" time or if your accommodations are not ready as of the "check-in" time, except however that in the latter case, Xtreme representatives will endeavor to assist you in securing your room/villa accommodation in a timely basis but ultimately access to such room/villa is determined by the operator and Xtreme bears no responsibility nor incurs any obligation. Similarly should the hotel/villa operator's "check-out" time be earlier than your scheduled departure date transportation time, Xtreme shall have no liability. IN addition, to the extent any of these hotel/villa accommodations are unsatisfactory, XTREME shall have no liability by reason of any claims that you may have arising from or relating to your accommodations. XTREME will use commercially reasonable efforts to serve as a liaison between you and the hotel or villa operator to facilitate a resolution of any reasonable claim that you may have relating to your accommodations provided you promptly address them with XTREME's customer service representative who can be reached at XTREME's principal offices during New York City business hours on business days. (Current Local Phone Number for Customer Service is: 516-576-8100.) To the extent XTREME Trips receives reimbursement or compensation from the hotel or villa for any matter relating to your accommodations at the subject hotel or villa as the case may be, XTREME may pass this compensation or reimbursement in kind to you, which shall satisfy any obligation that the subject hotel operator and/or villa operator may owe to you (it being agreed that XTREME shall have no liability for such claim), and upon the issuance to you of any such reimbursement or other compensation, and notwithstanding the third party's compensation or reimbursement, you hereby agree to release and discharge XTREME from any claim or action that you may have arising from or otherwise relating to your accommodation issues and/or to the circumstances or events giving rise to such reimbursement or compensation.

If you choose to independently move out of the selected hotel or villa because you are dissatisfied with the room or villa conditions; you are completely responsible for the cost of the replacement accommodations and will continue to be responsible for your obligations as respects the room/villa designated in your Reservation.

**G. BEDDING:**

Designated beds will be provided for you and the other travelers assigned to your room or villa. No specific bedding configurations can be guaranteed and you acknowledge that your room/villa accommodations may have varying bed configurations. For example, a room reserved for a quad (4 persons) occupancy may have two (2) double beds or one king bed along with a cot and/or air mattress or any other bedding configuration that sleeps four (4) persons and is deemed acceptable by the hotel or villa operator.

**H. RESERVATION ORGANIZER:**

All room or villa occupants shall be deemed one group and Your Reservation shall either indicate yourself or a co-traveler as the designated organizer to act on your behalf in relation to your Vacation Package and/or Trip accommodations and add on packages. If no such person is designated in your Reservation, XTREME typically appoints the first person who submits his/her reservation form to act as the organizer for the group for the requested room type or villa. By submitting your Reservation for your selected Vacation Package or Trip, you are authorizing such designated organizer to act on your behalf as your agent in connection with all matters relating to Vacation Package and/or Trip including your accommodations, and XTREME is hereby authorized by you to rely upon your designated organizer's actions (or if applicable inactions) on



your behalf for changes and/or additions to your Vacation Package and/or Trip Reservation and you hereby agree to be responsible for any additional amounts as may now be due as a result of such changes or additions and pay all such amounts when due. In no event however, shall the designated organizer be authorized to alter this Agreement.

**VI. TRIP DOCUMENTS (MEAL VOUCHERS/PARTY PACKAGE TICKETS, ETC.)**

FINAL VACATION PACKAGE AND/OR TRIP DOCUMENTS (such as FLIGHT TICKETS, HOTEL VOUCHERS ETC.) WILL NOT BE MADE AVAILABLE TO YOU UNTIL YOUR FULL PAYMENT OF ALL AMOUNTS DUE. FOR VACATION PACKAGE AND/OR TRIP ITINERARIES THAT DO NOT REQUIRE PAPER AIRLINE TICKETS, YOU MUST PRINT YOUR E-TICKETS BY ACCESSING YOUR ACCOUNT ON OUR WEBSITE - **NOTHING WILL BE MAILED TO YOU**. If you have provided us with an e-mail address, an e-mail notification will be sent to you, your group organizer, travel agent or XTREME campus representative when your tickets are ready. THIS USUALLY OCCURS **5 - 14 DAYS PRIOR TO YOUR DESIGNATED DEPARTURE DATE**. XTREME requires a valid e-mail address from you at the time of your Reservation and is not responsible for undelivered or misdirected mail or e-mail. Please be advised that XTREME, info@xtremetrips.com, may need to be added to your approved SPAM filter; and if you change your e-mail address, you must notify XTREME in writing sent electronically and sent by regular U.S. Postal service first class mail—addressed to XTREME at the contact address first above written or as may be updated on our website.

**VII. PROOF OF CITIZENSHIP/INFORMATION REQUIRED FOR TRAVEL**

**XTREME STRONGLY ENCOURAGES YOU AND ALL PERSONS TRAVELING WITH YOU ON AN XTREME VACATION PACKAGE AND/OR TRIP TO OBTAIN A PASSPORT WELL IN ADVANCE OF YOUR VACATION PACKAGE AND/OR TRIP DEPARTURE DATE, REGARDLESS OF YOUR SELECTED METHOD OF TRANSPORTATION (AIR, LAND, SEA).** U.S. citizens must carry proper identification/proof of citizenship for travel. Non-U.S. citizens should consult their consulate for identification and/or visa requirements for exit from or entry into the country of destination. **IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN PROPER IDENTIFICATION/PROOF OF CITIZENSHIP AS MAY BE REQUIRED BY THE DESTINATION TO WHICH YOU ARE TRAVELING.** XTREME DOES NOT PROVIDE THESE SERVICES AND IT IS UP TO YOU TO ASCERTAIN AND/OR PROCURE THE PROPER GOVERNMENTAL DOCUMENTATION FOR YOU TO ENTER AND DEPART FROM YOUR VACATION PACKAGE AND/OR TRIP DESTINATION CITIES/COUNTRIES. YOUR PAYMENTS TO XTREME WILL NOT BE REFUNDED SHOULD YOU BE UNABLE TO TRAVEL ON YOUR VACATION PACKAGE AND/OR TRIP BY REASON OF YOUR FAILURE, FOR ANY REASON, NOT TO HAVE THE APPROPRIATE AND CURRENT (NON EXPIRED) GOVERNMENTAL IDENTIFICATION AND/OR DOCUMENTATION. PLEASE NOTE THAT as of the date hereof, airlines require all passengers to provide birth date, gender and country of citizenship, and the expiration date of Identification, and other information to be used for travel and/or emergency contact information. THIS INFORMATION MUST BE PROVIDED TO XTREME WITH INITIAL RESERVATION OR BY ACCESSING YOUR ACCOUNT ON OUR WEBSITE. In all cases, this information must be provided to XTREME no later than 45 days prior to your departure date or you are subject to cancellation without refund. Citizenship documentation requirements and airline-required information varies by destination and carrier and are subject to change without notice. XTREME assumes no responsibility for such changes or for notifying you of such changes. For up to date current information, please visit [http://travel.state.gov/passport/passport\\_1738.html](http://travel.state.gov/passport/passport_1738.html). XTREME assumes no responsibility for the accuracy/timeliness of the information provided by these resources. YOU ACKNOWLEDGE THAT IF YOU ARE DENIED BOARDING OR ENTRY TO THE DESTINATION FOR IMPROPER OR OUT OF DATE DOCUMENTATION AND/OR FAILURE TO

PROVIDE REQUIRED INFORMATION, YOU WILL RECEIVE NO REFUND FROM XTREME FOR YOUR VACATION PACKAGE AND/OR TRIP (AND ANY ADD ONS).

**VIII. RISKS AND WARNINGS**

For information regarding possible dangers at international destinations, contact the Travel Advisory Section of the UNITED STATES State Department, (202) 647-4000, [http://travel.state.gov/travel/travel\\_1744.html](http://travel.state.gov/travel/travel_1744.html). For medical information, contact the Centers for Disease Control, 1-800-232-4636, <http://wwwnc.cdc.gov/travel/destinations/list.htm>. In the event that a U.S. governmental agency issues a full ban on travel to your Vacation Package and/or Trip destination, XTREME reserves the right to offer alternative destinations or issue travel credits in lieu of a refund. Once Your Reservation has been submitted, XTREME will not issue to you a refund by reason of your fear of travel, whether actual, threatened or perceived dangers or conditions.

**IX. TERRORISM & VIOLENCE**

There will be no refunds due to fear of travel or from actual, threatened or perceived violence or terrorist events.

**X. TRAVEL PROTECTION INSURANCE PLAN (“the Plan”)**

See our Website link for complete details on travel insurance and note the restrictions/deductibles/exclusions that apply. The Travel Insurance Protection Plan may be offered by XTREME at any time.

You understand that this insurance is provided through a third party vendor. If for any reason your claim under the Travel Protection Insurance Plan is denied, XTREME will not be obligated to refund all or any portion of your Vacation Package and/or Trip payments nor be obligated to reimburse you for any losses that may have been covered under such Travel Protection Insurance Plan.

You may purchase travel insurance independently at any time.

**XI. HOTEL SECURITY DEPOSITS/INCIDENTAL CHARGES**

Hotel and villa operators reserve the right to collect up to a per person refundable security deposit upon check-in. This deposit, minus any housekeeping charges, will be returned upon full check-out of all room occupants provided that there are no charges or damages to your room. Individual hotel or villa operators reserve the right to change their security deposit policies at any time without notice. In all cases, the XTREME travel Participant is responsible for all incidental charges to their hotel room or villa.

**XII. CUSTOMER SERVICE/ASSISTANCE**

XTREME has representatives in most of our Vacation Package and/or Trip destinations. If you require assistance during your Vacation Package and/or Trip, please promptly contact one of our on-location representatives who will make every attempt to assist you. Not all destinations or accommodations however will have on-site XTREME representatives, and in such cases, you are advised to contact us as set forth below. XTREME representatives can be identified by those persons wearing XTREME staff shirts and/or other identification credentials. In all events, XTREME will have its customer service telephone line for you to use to contact us to report a problem relating to your Vacation Package and/or Trip and to facilitate any assistance we may

be able to provide for the given circumstance. This Customer service telephone line will only be available during New York City business hours on business days. However, all telephone related costs and expenses shall be paid by the Traveler. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, DO NOT CALL XTREME OR CONTACT ANY XTREME REPRESENTATIVE FOR ANY EMERGENCY. YOU ARE DIRECTED TO IMMEDIATELY CONTACT THE LOCAL AUTHORITIES IN THE EVENT OF AN EMERGENCY.** If your problem was not adequately resolved, please email [info@xtremetrips.com](mailto:info@xtremetrips.com) within 30 days of your return.

**XIII. PARTY PACKAGE TICKETS/MEAL PLANS/OPTIONAL PACKAGE FEATURES**

XTREME provides tickets and coupons for all optional party packages/meal plans/optional package features. It is the sole responsibility of each of You as an XTREME traveler Participant to obtain from XTREME in your final trip documentation the tickets/coupons/vouchers that are applicable to your Vacation Package and/or Trip as instructed by XTREME. Tickets/Coupons/Vouchers hold no cash value, are not transferable and may be subject to taxes and gratuities. Under no circumstances will any refunds be made for loss, theft, and/or unused coupons/vouchers for the goods and/or services they represent. Party packages/meal plans/optional package features charges may not be removed from your account once you have reserved them and/or had them added to your account, and no refunds will be made for previously purchased party packages, meal plans and other optional packages. These party packages/meal plans/optional package features are not provided by XTREME, but rather third party vendors, and as such, you acknowledge that XTREME is not responsible for the acts, omissions, quality, quantity or failure to honor agreements by such third party vendors including individual restaurants/establishments/attractions. Menus, schedules, optional package inclusions, and participating restaurants/establishments/attractions are subject to change at any time without notice.

**A. PUERTO VALLARTA PARTY PACKAGE NIGHT CLUB ACCESS FEE PARTY PACKAGE**

XTREME designs and customizes private night parties in Puerto Vallarta, Mexico for Spring Break Vacation Packages and/or Trips. For the purpose of safety, each XTREME Traveler Participant traveling to Puerto Vallarta, Mexico must purchase the Puerto Vallarta Night Club Access Fee, and you further authorize XTREME to Auto-Charge or Auto-Debit the cost for this package when made available. XTREME will send all applicable information to you via email to your e-mail address provided to XTREME on your Reservation.

**XIV. UNUSED VACATION PACKAGES/SERVICES/LEAVING THE VACATION**

You will receive no refund for any unused accommodations, flights, or other Vacation Package and/or Trip features if you leave the vacation, regardless of reason.

**XV. BAGGAGE—LOST/DELAYED/ALLOWANCES/FEES**

Luggage allowances and charges vary by air carrier. Please review your designated air carrier's website or call their toll-free number for their current baggage allowance and fee schedules and regulations concerning lost baggage. XTREME will not be liable for any lost or delayed baggage.

**XVI. REMOVAL FROM TRIP**

XTREME reserves the right to remove You from any Vacation Package and/or Trip if at time during your Vacation Package and/or Trip you violate any law (whether domestic or foreign), are disruptive to others as determined by XTREME or if you engage in conduct that is likely to constitute a danger to yourself or others as determined by XTREME. In addition, you acknowledge that the hotel and/or villa operators may remove you from the hotel and/or villa

for similar reasons. In the event that you are so removed and your continued participation in the Vacation Package and/or Trip is terminated, the return trip travel portion of your Vacation Package and/or Trip through XTREME will be cancelled, and you will be responsible for any/all expenses relating to your accommodations from and after such termination/removal date and for all expenses associated with your transportation back to the place of origin. In addition, you will not receive any refund for the remaining portion of your Vacation Package and/or the Trip — all of which shall be forfeited by you.

#### **XVII. FIRST AID RESPONDERS**

You agree to notify XTREME promptly of the occurrence of any injury you may sustain during the course of your Vacation Package and/or Trip; provided however that you recognize and agree that **you must immediately contact local emergency personnel for the treatment of injuries or other medical conditions that you may sustain.** While your hotel may have (or while XTREME may furnish at such hotel ) first aid responders, these responders typically can address only very minor injuries such as minor abrasions or cuts and that any injury (including minor cuts and abrasions) must be treated by trained medical personnel. As such you agree to immediately contact all such local emergency medical personnel and seek treatment for any injury and/or medical condition sustained by you. In addition, you acknowledge and agree that any such medical treatment is not part of nor related to your Vacation Package and/or Trip, and therefore, you will be obligated to pay for all charges and expenses that you may incur in connection with any such treatment. You hereby release, waive, discharge and hold harmless XTREME from and against any and all claims or actions that you (or anyone claiming under or through you such as your estate) may have and shall indemnify XTREME from any and all losses, damages, liabilities, costs and expenses (inclusive of attorney fees and treatment costs) sustained by you (or anyone claiming through you) by reason of any such injury or condition and/or the treatment of such injury and/or condition.

#### **XVIII. XTREME'S [OPERATOR] "OPTION" VACATION PLAN**

##### **A. DEPARTURE DATES**

XTREME will try to accommodate specific departure day requests; however the following will apply for Vacation Packages:

- 7-night Vacation Packages: XTREME reserves the right to use Friday, Saturday or Sunday departures of your chosen departure weekend.
- 6-night Vacation Packages: XTREME reserves the right to use Friday, Saturday Sunday, or Monday departures of your chosen departure weekend.
- 5-night Vacation Packages: XTREME reserves the right to use Friday, Saturday Sunday, Monday, or Tuesday departures of your chosen departure weekend.
- 4-night Vacation Packages: XTREME reserves the right to use Friday, Saturday, Sunday, Monday, Tuesday, or Wednesday departures.
- 3-night Vacation Packages: XTREME reserves the right to use Friday, Saturday, Sunday, Monday, Tuesday, Wednesday or Thursday departures.

Coordinating your departure dates may require you to stay at your Vacation Package destination for more than the number of nights stated in your Vacation Package or Trip Reservation, and should this occur, you will not be billed for any such additional nights, but rather only be charged for the number of nights designated in your Vacation Package or Trip Reservation. As such, your Reservation when received may be adjusted accordingly to accommodate this.

**B. CO-TERMINALS**

For the purposes of air travel arrangements as part of your Vacation Package and/or Trip the following are considered "co-terminal" airports: New York (Newark, JFK, LaGuardia); Baltimore/Washington (BWI, National, Dulles); Chicago (O'Hare, Midway, Rockford, Milwaukee); Detroit (Metro, City, Chicago), Miami/Ft. Lauderdale (FL), Orlando/Tampa (FL), Rochester/Syracuse/Buffalo (NY), Cincinnati/Dayton (OH), San Francisco/Sacramento/Oakland (CA), Dallas (DFW, Love Field), Boston (Boston, Hartford, Providence, Newark, JFK or LaGuardia), Philadelphia (PHL, PIT) which means your Vacation Package and/or trip may leave and/or depart from and/or return to any co-terminal at the option of XTREME. XTREME reserves the right to modify and/or supplement these co-terminal designations for the departure and return airports to reflect the then current flight availabilities.

**XIX. TRANSPORTATION**

**A. FLIGHT/BUS/CRUISE SCHEDULES:**

XTREME will provide as much information as is available to XTREME regarding transportation schedules at the time of your Reservation; provided however, that this information shall be considered by you as tentative and subject to change without notice per the individual carrier's operating plans. Transportation schedules and travel times are not guaranteed and variations in same may affect the actual length of time you may have at your Vacation Package and/or Trip destination(s). Carrier schedule changes can occur without notice even after tickets have been issued; therefore, you are responsible for re-confirming both outbound and return transportation departure times and (requisite check-in times). Likewise carrier capacities are outside of Xtreme's control and therefore Xtreme cannot guaranty that you will be traveling with your group to and from your Vacation Package or Trip Package destination, and the inability to do so shall not be a breach of Xtreme's obligations to you, nor serve as grounds for cancellation of your Reservation. In the rare event your Vacation Package and/or Trip, scheduled and ticketed by XTREME, includes an overnight layover in a different city, XTREME may, at its option, provide you with a pre-paid hotel accommodation for you for the scheduled layover; but this shall not include layovers caused by flight delays, missed connections, and/or schedule changes by the air carrier after the flights have been reserved. In the event that any air transportation is cancelled for any reason, XTREME may, at its option, provide ground transportation to the nearest available airport for you to continue to your destination city. XTREME shall have no liability for any travel delays to or from your Vacation Package and/Trip destination or by reason of any Vacation Package or Trip transportation originating from or returning to any airport that is considered a "co-terminal" to your requested departure/return city as set forth in your Reservation (even if such "co-terminal" is different from that set forth in your Reservation).

**B. TRANSPORTATION DELAYS:**

Transportation delays are unfortunate, but they are a risk in all travel and beyond the control and responsibility of XTREME. XTREME shall have no liability for any travel delays to or from your Vacation Package and/Trip destination city (or delays in any day trip excursions etc.). You, the Traveler Participant, shall bear the risk of loss for any missed accommodations, lost time at your Vacation Package and/or Trip destination, missed party package events etc. and for the incurrence of additional costs and expenses arising from any travel delay.

**C. AIRLINES:**

Public charter service may be provided by any of the following: Delta Airlines, Northwest Airlines, North American, Ryan Airlines, American Airlines, Xtra Airways, JetBlue, Pace Airlines, Primaris Airlines, Sun Country, Miami Air, USA 3000, AirTran, Mexicana, AeroMexico, Air Jamaica. Public charters are operated by XTREME, Apple Vacations, TNT, Funjet, Vacation Express, STS, SST and MLT. Scheduled air service is provided by Continental, United, Air Tran, US Airways, Northwest, Delta, JetBlue, Southwest, Spirit Airlines, Air Jamaica, Bahamas Air, BWIA, American Airlines, AeroMexico, Mexicana or other FAA approved airline. XTREME reserves the right to substitute different airlines/aircraft type and does not guarantee jet service, single plane or non-stop service. A direct flight is one or a combination of flights between two points with one flight number as designated by the air carrier, and therefore could include a stopover, fuel stop, a school stop, or customs stop, in an interim airport before reaching the second point (your destination airport). A chartered flight is a direct flight. A chartered flight could include a stopover, fuel stop, a school stop or customs stop, in an interim airport before reaching the second point (your destination airport).

**XX. ALCOHOL/ILLEGAL DRUGS**

The legal drinking age in Mexico and in most countries in the Caribbean is 18 years of age. In Canada the legal drinking age varies by province. For instance in Quebec it is 18 years old, and all others it is 19 years old. In the United States, the legal drinking age is 21 years old. XTREME does not authorize nor condone the use of alcohol or any illegal drugs or narcotics, and does not permit the use of alcohol by those under the applicable legal drinking age and does not authorize nor condone the possession and/or use of illegal drugs and/or narcotics, and any violation by you of these restrictions could result in the early termination of your Vacation Package and/or Trip and your removal from same in accordance with Section XVII above. XTREME shall not be responsible for your conduct and/or behavior. While you are a Participant on any Vacation Package and/or Trip, you are required to obey all local laws and customs as pertains to alcoholic beverages and prescription narcotics; and if you elect to use alcohol, you must use (and not abuse) alcohol responsibly. Please note that your use of alcohol and/or illegal drugs/narcotics could result in your being engaged in an illegal activity in the jurisdiction that you are in which could lead to your arrest and imprisonment. Should your conduct be such that you are arrested or imprisoned or both, XTREME shall be under no obligation to assist you. If you travel with prescription medication, you should make sure that you travel with the proper documentation to support your possession of such medication, and you may need to contact the local governmental authorities to confirm that you can possess such medication in their country and what documentation they will require you to possess for your possession and use of the same. BE GUIDED ACCORDINGLY.

**XXI. BALCONIES AND RAILINGS**

**WARNING!** Balconies and glass doors and panes in and around your room/villa accommodations or otherwise are areas where serious accidents can occur. Height standards for balcony railings in Mexico and other countries as well as window/glass strength may not meet those requirements that exist in the United States. Accordingly, you must exercise extreme care and caution when standing close to balcony railings and/or near glass doors and windows, as **DEATH AND/OR PERSONAL INJURY could result.**

**YOUR PARTICIPATION IN XTREME'S VACATION PACKAGE and/or TRIP IS CONFIRMATION BY YOU TO US THAT YOU WILL ACT AS A MATURE ADULT AND WILL BE RESPONSIBLE FOR YOUR OWN DECISIONS, CONDUCT AND ACTIONS. BY SUBMITTING YOUR RESERVATION AND**

**ACCEPTING THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT, AS MAY BE AMENDED , YOU ARE ACKNOWLEDGING YOUR PERSONAL RESPONSIBILITY FOR YOUR BEHAVIOR AND YOU ARE RELEASING XTREME AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LIABILITY RESULTING FROM ANY BODILY INJURY SUFFERED BY YOU OR YOUR DEATH ARISING FROM SUCH DECISIONS, CONDUCT AND ACTIONS, AND YOU (AND/OR YOUR ESTATE) HEREBY AGREE TO INDEMNIFY XTREME AND HOLD XTREME HARMLESS FROM ANY CLAIM ASSERTED AGAINST XTREME AND FOR ANY LIABILITY, LOSS OR OTHER COST INCURRED BY XTREME, INCLUDING ATTORNEYS' FEES TO DEFEND ANY SUCH CLAIM WHEREBY SUCH CLAIM AND/OR LIABILITY, LOSS AND COSTS ARISES FROM OR RELATES TO YOUR CONDUCT OR ANY ACTION TAKEN BY YOU.**

**XXII. ACTIVITY RELATED TRIPS & EXCURSIONS (SKIING, SNOWBOARDING, ETC.)**

I understand that as part of my Vacation Package and/or Trip, I may participate in excursions that may be scheduled by and/or sponsored through XTREME using third party vendors, including skiing, snowboarding, and other winter sports and fishing, boating, quad riding and other warm weather sports/activities (any of the foregoing are referred to as the "activities"); and I acknowledge that these activities involve inherent risks, can be dangerous and that my participation could result in bodily injury and/or death. I agree that despite the risks involved in the activities, and as consideration for being allowed to participate in the activities, **I SHALL AND DO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** that might befall me and which is associated with my participation in the activities and/or use of the corresponding facilities relating to the activities by me and others who also are engaging in the activities including use of terrain parks, chairlifts, rental equipment, instruction, racing, traveling beyond the area boundaries and all special events (collectively, "use of the facilities"). I understand that I may encounter various manmade and natural terrain features during participation in the activities or use of the facilities and/or that during the course of engagement in the activities or while at use of the facilities I may encounter others who participate in the activity and who by reason of such participation may cause me to sustain injury and/or death. I understand that I must inspect the conditions, elements and terrain before I engage in the activities or the use of the facilities and evaluate my capabilities (and the capabilities of other participants) and the risks and degree of difficulty before participating. I further acknowledge that throughout the day weather conditions can change which may also affect the risks assumed (for instance snow conditions or wind conditions could change and affect visibility and terrain); and regardless of these variables, I still agree to assume all risk of injury or death arising from my participation in the activities.

**XXIII. PHOTO/VIDEO RELEASE**

You hereby grant XTREME, and its/their affiliated entities, and each of their successors and assigns, licensees, and/or employees, permission to use and edit in perpetuity any image, likeness or appearance that XTREME possesses or has control over of you in any photograph, video, or other media, in any or all of its publications, brochures, advertising and including its websites, without payment or any other consideration. I understand and agree that these materials will become the property of XTREME and will not be returned. Accordingly, you hereby irrevocably authorize XTREME to edit, alter, copy, exhibit, publish or distribute any such photos or videos that XTREME has or may have of the Traveler or any oral statements from the Traveler for purposes of publicizing XTREME packages or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness or voice appears. Additionally, I waive any right to royalties

or other compensation arising or related to the use of my likeness in any e-photograph, videos or voice recordings. I hereby hold XTREME harmless from and release and forever discharge XTREME from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization and XTREME's use of my likeness in accordance with the foregoing.

**XXIV. ARBITRATION**

I AGREE THAT ARBITRATION IS MANDATORY FOR ANY CLAIM THAT I MAY HAVE ARISING FROM MY RESERVATION AND/OR FROM MY PARTICIPATION IN ANY VACATION PACKAGE AND/OR TRIP AND/OR ANY CLAIM RELATING TO THIS AGREEMENT OR FROM ANY DISPUTE CONCERNING, RELATING, OR REFERRING TO THIS AGREEMENT, XTREME'S BROCHURES, WEBSITE AND/OR ANY OTHER LITERATURE CONCERNING MY VACATION PACKAGE AND/OR TRIP, OR ARISING FROM OR RELATING TO THE VACATION PACKAGE AND/OR THE TRIP ITSELF; AND THAT ALL SUCH CLAIMS OR DISPUTES THAT I HAVE OR MAY HAVE SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION TO BE HELD AND CONDUCTED IN THE COUNTY OF NASSAU STATE OF NEW YORK, ACCORDING TO THE THEN EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE NEW YORK LAW, EXCEPT THAT NEITHER PARTY SHALL HAVE THE RIGHT TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE AAA CODE).

Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against XTREME, its owners, members, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever and the award of the arbitration may not grant any such relief. I further agree, that in consideration for accepting my Reservation, I agree that XTREME's liability under this Agreement or for any claim or action arising from the Vacation Package and/or Trip shall not be greater than two (2x) times the amount I paid to XTREME for such reserved Vacation Package and/or Trip.

For a copy of the procedures on how to file a claim or for other information regarding the arbitration of a claim under the AAA, you may contact the AAA at 335 Madison Avenue, New York, New York 10017 or at [www.adr.org](http://www.adr.org). No joinder or consolidation of your Claim with another person's claim or a class of persons' claim is allowed. This arbitration provision shall survive the termination of this Agreement for any reason and/or the expiration of your Vacation Package and/or Trip. If you do not agree to this arbitration provision, then do not submit your Reservation

**XXV. WAIVER OF JURY TRIAL**

IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT, AND/OR ARISING FROM YOUR RESERVATION AND/OR YOUR VACATION PACKAGE AND/OR TRIP, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL IN ANY SUCH ACTION OR PROCEEDING.

**XXVI. EXCLUSIVE GOVERNING LAW AND EXCLUSIVE JURISDICTION**

THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER OR BY REASON OF OR RELATING TO THE VACATION PACKAGE AND/OR TRIP SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY RIGHT



ARISING OUT OF, THIS AGREEMENT WHERE SUCH ARBITRATION SHALL BE WAIVED BY XTREME SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK , SITTING IN THE COUNTY OF NASSAU, OR, IF JURISDICTION CAN BE ACQUIRED FOR THE FEDERAL COURTS, THEN SUCH ACTION OR PROCEEDING SHALL BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF THE STATE OF NEW YORK, AND IN SUCH CASE ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

**XXVII. SEVERABILITY**

The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**XXVIII. WAIVER**

Any failure by either Party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement or any failure by XTREME to enforce its rights against all travelers uniformly shall not constitute a waiver of any such terms or conditions and/or a waiver by XTREME to enforce this Agreement against you, nor shall such failure affect or impair the right of any party to thereafter require compliance with such terms and conditions in any way or the right of such Party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

**XXIX. EXCLUSIVITY**

Except as otherwise expressly provided to the contrary, the rights and benefits herein granted are for the benefit of the Parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing or other sales activities of XTREME and nothing contained in any of such other materials shall be construed to create any rights that are different from these terms and conditions, and should there be any conflict as between this Agreement (and Exhibit A) with any other material provided or representations made, the terms of this Agreement (and Exhibit A) shall control unless you have a specific written agreement from XTREME (signed by an executive officer of XTREME ) altering these terms and conditions to meet those in any such advertising/marketing materials. XTREME is not responsible for printing errors or for documents or agreements signed by non-authorized officers of XTREME.

**XXX. HEADINGS**

All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

**XXXI. RESPONSIBILITY**

By accepting these Terms and Conditions, you hereby agree to accept and be legally bound by this Agreement, the attached "Exhibit A", and all of the terms and conditions contained herein and therein with no exceptions.

**XXXIII. PARENTAL/LEGAL GUARDIAN NOTIFICATION**

You hereby authorize XTREME to contact your parents and/or legal guardian when XTREME deems it necessary, in its sole discretion, with regard to health issues or any other matter whatsoever relating to my Participation in the Vacation Package and/or Trip and any other package or activities and use of facilities. This authorization supersedes any and all rights of privacy, which privacy regulations shall not apply to XTREME for this limited purpose.

**IMPORTANT NOTICE:**

XTREME'S WEBSITE ALLOWS YOU, YOUR DESIGNATED GROUP ORGANIZER, TRAVEL AGENT, AND/OR YOUR SALES REPRESENTATIVE TO RECEIVE IMPORTANT UPDATES AND NOTICES REGARDING YOUR VACATION PACKAGE AND/OR TRIP. ALL COMMUNICATIONS WILL BE E-MAILED TO YOU AND YOUR ORGANIZER AT THE E-MAIL ADDRESS YOU SUPPLY TO US WITH YOUR RESERVATION AND IT IS YOUR OBLIGATION TO NOTIFY XTREME OF ANY CHANGES TO YOUR OR YOUR ORGANIZER'S E-MAIL ADDRESS (WHICH NOTIFICATION SHALL BE IN WRITING AND SENT TO XTREME ELECTRONICALLY TO INFO@XTREMETRIPS.COM ALONG WITH DUPLICATE NOTICE OF SUCH E-MAIL ADDRESS CHANGE BEING SIMULTANEOUSLY SENT TO XTREME AT ITS OFFICES SET FORTH FIRST ABOVE BY U.S. POSTAL SERVICE FIRST CLASS MAIL). XTREME DOES NOT MAIL ANY INFORMATION CONCERNING YOUR VACATION PACKAGE AND/OR TRIP AND/OR YOUR RESERVATION.

I acknowledge that my Vacation Package and/or Trip arranged by XTREME is NOT A SCHOOL OR DISTRICT SPONSORED EVENT.

ACKNOWLEDGEMENT: BY CLICKING THE "I AGREE" TAB SET FORTH BELOW, INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS AGREEMENT AND I ACKNOWLEDGE THAT IT AFFECTS MY RESERVATION AND/OR VACATION PACKAGE AND/OR TRIP AND MY LEGAL RIGHTS AND I AGREE TO BE BOUND BY ITS TERMS. BY MY CLICKING THE "I AGREE" TAB BELOW, ALSO CONFIRMS THAT I HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH INDEPENDENT LEGAL COUNSEL, AND UNDERSTAND AND AGREE THAT SUBMITTING THIS RESERVATION AND ACCEPTING THESE TERMS AND CONDITIONS SIGNIFIES MY INTENTION AND AGREEMENT TO RELIEVE AND INDEMNIFY XTREME, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHICH I MIGHT SUFFER DURING MY PARTICIPATION IN THE SCHEDULED VACATION PACKAGE AND/OR TRIP (AND ANY RELATED PACAKGES AND ACTIVITIES ); AND THE "I AGREE" TAB FURTHERMORE ACKNOWLEDGES THAT I HAVE READ AND UNDERSTAND AND HEREBY AGREE TO THE TERMS AND CONDITIONS OF YOUR VACATION PACKAGE AND/OR TRIP SET FORTH HEREIN AND AS THE SAME MAY BE MODIFED OR AMENDED BY XTREME AT ANY TIME AND FROM TIME TO TIME.