



TERMS AND CONDITIONS FOR HALLOWEEN HAVOC 2005

Participating in Halloween Havoc '05 (hereinafter referred to as HH'05) through Xtreme Xperience Productions, Inc. (hereinafter referred to as XTREME) located at 1881 NE 26th Ave., Suite 228, Fort Lauderdale, FL 33305, Tel. # (954) 563-7112, is governed by the following terms and conditions below. If under Eighteen (18) years of age, the parent(s)/guardian(s) of the trip participant are required to sign the registration form governed by these terms and conditions.

By signing this application, the trip participant (hereinafter referred to as a traveler, passenger, or trip participant) are agreeing that you have read, accept, and agree with the terms and conditions below and all information contained in this trip brochure, registration form/application, and all information pertaining to this trip at www.XtremeTripsHS.com. Please make a copy of your completed and signed registration form and these terms and conditions for your records.

THIS IS NOT A SCHOOL TRIP: HH'05 is not a school or district sponsored trip, field trip, or senior trip. Xtreme Xperience Productions, Inc. is registered with the State of Florida as a Seller of Travel Registration Number ST35430. XTREME is a licensed, bonded and insured travel agency in the state of Florida.

WHAT IS INCLUDED IN THE BASE PRICE OF HH'05? HH'05 includes: Roundtrip Charter Bus to Orlando, Hotel Accommodations for 1 Night, Admission to Halloween Horror Nights 15 at Universal Orlando Resorts, Admission to Wet 'N Wild Water Theme Park, and adult staff.

WHEN IS HH'05? HH'05 will begin on the mornings of Saturday, October 15th, 22nd, and 29th, 2005 from various bus pick-up locations all over Florida. Specific Bus Pick-Up and Drop-Off locations for each School/Group will be posted on www.XtremeTripsHS.com the week before the next scheduled HH'05 trip date. All XTREME travelers are required to be at their respective pick-up locations 1 hour prior to their departure times. All XTREME Travelers must provide a picture ID and \$10 per person for breakfast and bus staff tip. HH'05 is scheduled to return on the nights of Sunday, October 16th, 23rd, and 30th, 2005, unless any unforeseeable changes in trip schedule occur. These changes include but are not limited to: extreme weather conditions or other causes beyond the control of XTREME. No price reduction or refunds will be offered if such trip changes are deemed necessary.

PAYMENT DEADLINES AND INFO: The total base package price of the trip is \$205. Checks and Money Orders must be made payable to Xtreme Trips. XTREME accepts Visa, MasterCard, Discover, and AMEX credit cards via online payment. There are online convenience fees for each credit card transaction done online with XTREME. Credit card payments can be made online @ www.XtremeTripsHS.com. Only mail payments to: Xtreme Xperiences, 1881 NE 26th St., Suite 228, Fort Lauderdale, FL 33305. Please do not turn in payments into school administration or anyone on school properties. Any payment made to any unofficial trip organizers or school administrations will be at your own risk and responsibility. Xtreme trip organizers/promoters are available to collect deposits only.

If XTREME receives your completed registration form and at least a \$50 deposit by September 1st, 2005, you will receive the discounted price of \$205. Add \$10 to all pricing after September 1st, 2005. FINAL BALANCE PAYMENTS are due no later than September 30th, 2005. ANY Final Payments received after September 30th will be subject to a \$10 late charge added to the invoice. There will be a \$20 charge for all returned checks, which will be added to your balances owed to XTREME on your invoices. XTREME reserves the right to obtain these fees and payments electronically. You will not be able to travel with XTREME unless this balance is \$0. Your registration for HH'05 is confirmed ONLY when XTREME has received and accepted either your deposit of at least \$50 or full payment for the trip, AND your COMPLETED application, which MUST be signed and legible.

DEPOSITS ARE NON-REFUNDABLE: Due to the fact that XTREME must make financial commitments with deposits for hotel, bus, and theme park tickets before the trip, all deposits are non-refundable.

CANCELLATION AND REFUND POLICY: If you cancel your trip reservation, your right to refund is limited as explained below. XXP will provide a refund less a \$50 non-refundable deposit only if XXP receives a request for

cancellation in a written letter mailed to XXP via Certified Mail no later than 30 days prior to your trip. Mail all requests for cancellation via Certified Mail to: Trip Cancellations, Xtreme Xperience Productions, 1881 NE 26th St., Suite 228, Fort Lauderdale, FL 33305. All cancellations must be in writing and no refunds will be issued from verbal cancellations with XXP.

All payments made within the 30 days prior to your trip are non-refundable and no refunds will be issued for any reason. If you can no longer go on your trip, you can find someone to take your place for a \$15 name change fee. There are no name changes allowed 7 days prior to your trip date. Name changes must be made in writing by the traveler that is canceling their trip. The new traveler that is taking the place of the canceling traveler must fill out his or her own separate completed registration form and mail it in with name change fee to the address above with an explanation of the name change.

If you cancel your reservation and wish to reinstate your spot, there will be a \$20 reinstatement fee if space is available at the time of reinstatement. There will be no refunds issued for denied boarding on transportation, no shows, missing pick up or departure times for transportation, missing parties or events, or any unused services or events during your trip.

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 offers other great trips such as Xtreme Bahamas Cruise(Senior Trip), Spring Bling, and ski trips. In conjunction with XTREME's partners and sponsors, XTREME would like to promote future trips and events to you via mass emails or mailings with your information that you provided on your registration form. If you wish to not be on future mailers, please email Xtreme at info@XtremeTripsHS.com.

ROOMMATE REQUIREMENTS: The total price of \$205 per person is based on a quad-occupancy room (4 people in a room). Double and Triple occupancy rooming is available for an additional amount per person. Final rooming lists will be completed on your bus route to Orlando. It is your responsibility to make sure you have your other roommates. XTREME does not assume responsibility for the additional costs if you do not have enough roommates.

XTREME STAFF: XTREME provides an adult staff for charter buses and events. XTREME's staff will assist XTREME travelers to the best of their abilities. XTREME staff members are not chaperones. XTREME travelers will be expected to follow all rules and maintain appropriate behavior at all times as stated in our bus orientation video played at the beginning of the trip on the bus. Travelers will be responsible for their own behavior; XTREME Staff does not supervise every traveler's actions. When possible, XTREME will provide a ratio of 25 students per staff person (2 staff per bus). XTREME Staff will use their best efforts to provide assistance to travelers. By agreeing to these terms and conditions, you must understand, acknowledge and agree that XTREME'S Staff is not obligated and does not promise to provide 24-hour supervision or chaperoning. XTREME Staff will not be liable for any accidents, injuries or incidents occurring that involve XTREME Travelers during XTREME events.

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 signing this application, you understand and acknowledge that failure to comply with such rules and standards may result in the trip participant being removed from the entire HH'05 trip, including but not limited to the Charter Bus property, hotel property, Islands of Adventure, Universal Orlando Resorts, Wet 'N Wild Theme Park, or any XTREME parties or events at the trip participant's sole expense, without subsequent refund. If evicted from the 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 HH'05 trip. In the event of such removal, you shall no longer be considered a part of XTREME's trip. By signing this registration form and release, 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, your removal from the trip.

RELEASE OF LIABILITY: By signing this registration form, you understand and agree that XTREME, their employees, affiliates, directors, management, student organizers, 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, hotel services, or other factors beyond the control of XTREME on an XTREME trip. 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, 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 in selling the HH'05 package which includes booking and reserving the bus, hotel, theme park tickets, and HH'05 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 HH'05. XTREME will not assume liability for any acts of negligence on behalf of their employees, affiliates, directors, management, student organizers, 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 hotel accommodations, charter buses, theme parks, food services, 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: buses, charter bus operators, hotels, theme parks, or any other service providers or suppliers. XTREME does not provide, promote, endorse or condone the use of alcohol or drugs. XTREME is not responsible or liable in any way for the use of alcohol or drugs by anyone on an XTREME trip, function, or event, nor is XTREME in any way responsible for their actions.

PROPERTY DAMAGE DISCLAIMER: Any damage caused by an XTREME traveler to any entity of our trips, including but not limited to: Charter Bus property, hotel rooms and hotel property, any theme park properties including Islands of Adventure, Universal Orlando Resorts, and Wet 'N Wild Water Park, areas used by XTREME during an XTREME event/party, or any other properties visited during our trips 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) whom decide to participate in the damage of any property.

DIGITAL PICTURES AND FILM: Xtreme retain's the right to photograph and digitally film you and your friends during your XTREME trip, which we may use for future brochures or place on our website. If you wish to not be on future trip flyers, please email Xtreme at info@XtremeTripsHS.com.

ARBITRATION OF DISPUTES: Should any dispute/controversy whatsoever arise concerning any aspect/element of the trip 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 TERMS: The terms as a whole shall all 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.