

## **TRIP PARTICIPANT AGREEMENT FOR NASSAU GRAD TRIP 2011**

Participating in Xtreme Grad Trip 2011 (hereinafter referred to as GT'11) for Spring Break (trip occurring March or April of 2011) or Summer (trip occurring June or July 2011) through Xtreme Xperience Productions, Inc. dba Xtreme Trips HS (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 of this trip participant agreement. If under Eighteen (18) years of age, the parent(s)/guardian(s) of the trip participant are hereby agreeing and consenting to these terms and conditions.

The trip participant (hereinafter referred to as a traveler, passenger, or trip participant) is agreeing that they have read, accept, and agree with these terms and conditions and all information contained in the trip brochure, registration form, and all information pertaining to this trip at [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com). Please make a copy of your completed and signed registration form and these terms and conditions for your records. XTREME is not responsible for forged parent/guardian or trip participant signatures on trip applications or consent forms.

**THIS IS NOT A SCHOOL TRIP:** GT'11 is not a school or district run trip, field trip, or senior trip. Xtreme Xperience Productions, Inc. dba Xtreme Trips HS is registered with the State of Florida as a Seller of Travel Registration Number ST35430.

**WHAT IS INCLUDED IN THE BASE PRICE OF GT'11?** Please refer to the exact inclusions listed on [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com) for your specific trip or the customized flyer provided by Xtreme Trips. The prices are set as of January 1, 2010.

**PAYMENT DEADLINES AND DUE DATES:** In order to register for GT'11, XTREME must receive your completed GT'11 registration form and a non refundable deposit of \$100 unless XTREME has requested a higher deposit amount. If you select the MONTHLY payment option, your next payment is due the last day of each month in the amount of no less than your initial deposit amount. If you select the QUARTERLY payment option, \$100 is due by March 31<sup>st</sup>, 2010, \$150 is due by July 15<sup>th</sup>, 2010, and \$250 is due by October 31<sup>st</sup>, 2010 for a total of \$500 paid to XTREME by October 31<sup>st</sup>, 2010. If you select the MONTHLY AUTOMATIC payment option, monthly payments will be automatically drafted on the last day of each month using the same credit card you used to make your initial trip deposit in the same amount as your initial deposit.

FINAL BALANCE PAYMENTS for March and April Spring Break Grad Trips are due January 5th, 2011. FINAL BALANCE PAYMENTS for June and July Summer Grad Trips are due April 5th, 2011. ANY Final Payments received after the final balance due dates listed above will be subject to a \$25 late fee and the trip price may increase. There will be a \$25 fee for all returned checks. XTREME reserves the right to obtain these fees and payments. You are subject to cancellation if your balance is not paid in full by your final balance payment due date.

Checks and Money Orders must be made payable to XTREME TRIPS HS. Credit card payments can be made online @ [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com). Do not turn in payments to school administration or anyone on school property since this is not a school trip. Any payment made to unofficial trip organizers or school administrations will be done at your own risk and responsibility. Trip representatives are available to collect initial deposits.

**TRAVELER'S INSURANCE:** Basic Traveler's Insurance is automatically included in your trip package upon booking. It is strongly recommended that you purchase the Comprehensive Standard travelers insurance or cancel for any reason insurance. The traveler insurance policies and descriptions are available on our website.

**PASSPORTS AND TRAVEL DOCUMENTS REQUIRED:** All US residents are required to have a 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.

**CANCELLATION, REFUND, AND SUBSTITUTION POLICIES:** If you cancel your trip, your right to refund is limited. Xtreme will provide a refund less \$250 per person plus any airline imposed fees if Xtreme receives 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 less than 60 days prior to your final balance payment due dates, Xtreme will provide a refund less \$375 per person plus any airline imposed fees. There are no refunds given after the final balance payment due dates. Mail all requests for cancellation via Certified Mail to: Trip Cancellations, Xtreme Trips HS, 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.

**UNUSED TOUR SERVICES:** No refund will be issued for unused hotel accommodations, flights, cruises, transportation, meals, excursions, and/or events.

**REQUIREMENTS FOR TRAVELERS UNDER 18 YEARS OF AGE AT THE DATE OF TRAVEL:** All travelers under Eighteen (18) years of age at the date of travel are REQUIRED to fill out a "Notarized Parental Consent Form", which must be signed by BOTH parents or legal guardians for travel outside the United States available at [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com). It is the sole responsibility of each traveler under the age of 18 to present this notarized consent form for departures and arrivals. There will be no refunds issued for passengers denied boarding for failing to provide this consent form.

**HOTEL DAMAGE DEPOSIT:** A \$100 per person refundable hotel damage deposit may be required upon check-in. This damage deposit is paid directly by you to the hotel by credit card or cash and is subject to change. This is not included in the package price of this trip. If you have a problem with your hotel room during GT'11, you must seek remedy from the hotel directly. XTREME will not be liable in any way for any damage to your hotel room and is not responsible for your damage deposit.

**ROOMMATE REQUIREMENTS:** Pricing is based on a maximum occupancy per room. Final rooming lists will be completed approximately 45 days prior to each trip date. XTREME does not assume responsibility for the additional costs if you do not have enough roommates to fill your room to maximum occupancy.

**COED ROOMING POLICY:** Coed rooming is not allowed unless each traveler sharing the same room mails in a "Coed Rooming Parent/Guardian Consent Form" to XTREME's office. This form must be signed and notarized by both parents/legal guardians available at [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com).

**FLIGHT SCHEDULE DELAYS, CONNECTIONS, LAYOVERS, AND MAJOR CHANGES:** Flight delays can happen for a number of reasons and are not the responsibility of XTREME. Flight 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 company and the traveler. If any "Major Changes" occur in departure date, destination, hotel substitution, or a large price increase, in accordance with the DOT, the traveler may be entitled to a partial or full refund depending on the changes and DOT regulations.

**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. For Summer Grad Trips, XTREME reserves the right to plan your departure date between one (1) and fourteen (14) days following your date of graduation but will make its best effort at providing you with your requested departure date. The following are considered "co-terminal" airports: New York (Newark, JFK, LaGuardia); Washington (BWI, National, Dulles); Chicago (O'Hare, Midway); Detroit (Metro, City).

**FLIGHT AND CRUISE DELAYS:** Delays are unfortunate, but are an inherent risk in air travel and beyond the control and 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. In addition to any compensation offered by

Travel Insurance purchased, Xtreme's customer service policy provides that any passenger who experiences a delay of more than 12 hours not related to weather, security, or air traffic will receive anywhere from \$25-\$100 (depending on length of delay) per person credit good towards future travel on any XTREME package for up to two years from the issue date. Compensation schedule does not apply to weather-related, air traffic related, or security related delays. 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.

**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 Standard 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, or XTREME to predict exact price increases in oil and gas. XTREME 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 no more than what is charged by the airline.

**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 including college spring break and ski trips. If you wish to not be contacted for future mailers, calls, text blasts, or mass emails, please notify Xtreme via email at [gradtrip@XtremeTrips.com](mailto:gradtrip@XtremeTrips.com).

**DIGITAL PICTURES AND FILM:** Xtreme retain's the right to photograph and film trip participants during GT'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 [Gradtrip@xtremetrips.com](mailto:Gradtrip@xtremetrips.com) or call 954-563-7112.

**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 GT'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 GT'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, you understand and agree 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, 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, hotel accommodations, transportation and 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 GT'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, hotel accommodations, buses, clubs, 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: Hotels, airlines, cruises, buses, clubs, 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.

**PROPERTY DAMAGE DISCLAIMER:** Any damage caused by an XTREME traveler to any property on GT'11 including airline, cruise, hotel, buses, or any event properties 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.

**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.

**INTERPRETATION OF TERMS AND CONDITIONS AGREEMENT:** The complete terms and conditions participant agreement, available at [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com), are found as a whole and 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.