

## **TRIP PARTICIPANT AGREEMENT AND TERMS AND CONDITIONS FOR GRAD TRIP 2012 - SUMMER 2012**

Participating in Grad Trip 2012 - SUMMER 2012 (hereinafter referred to as GT'12) 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 below. Xtreme Xperience Productions, Inc. dba Xtreme Trips HS is registered in the state of Florida as a seller of travel registration number ST35430. GT'12 is not a school or district sponsored or affiliated field trip or senior trip. XTREME is a fully licensed and insured student travel agency in the state of Florida that specializes in student tour packages since 2002.

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

**WHAT IS INCLUDED IN THE BASE PRICE OF GT'12?** Please refer to the exact inclusions listed on [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com) for your specific trip.

**PAYMENT DUE DATES AND INFO:** In order to register for GT'12, XTREME must receive a payment of at least a non-refundable deposit (\$75, \$100, or \$150 deposits depending on the time of booking). XTREME accepts Visa, MasterCard, Discover, and AMEX credit cards via online payment @ [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com). Deposit due dates differ per school/group. The FINAL BALANCE PAYMENT DUE DATE for all GT'12 trips is April 1st, 2012 unless otherwise stated at the time of booking. All balances owed for your GT'12 trip must be paid by this final balance due date. Final Payments received after April 1st, 2012, will be subject to a \$49 late fee plus any other fees imposed by the hotels, airlines, and/or cruiselines. All other final balance due dates that were assigned at the time of booking will be subject to this late fee if final payments are not received on time. Checks and Money Orders must be made payable to XTREME TRIPS. There will be a \$30 charge for all returned checks, which will be added to balances owed to XTREME. XTREME reserves the right to obtain these fees and payments. You will not be able to travel with XTREME unless your balance is \$0. If you are not paid in full by your final balance due date, you may be subject to cancellation from the trip. A \$25 reinstatement fee per person is applied if cancelled after your final balance due date. Refunds of any kind will be paid no earlier than 30 days prior to departure; some may be received upon return from your trip.

**PAYMENT PLAN OPTIONS:** There are several payment plan options for GT'12. If you selected AutoPay/LatePay as your payment option, your credit card will be automatically charged monthly on or around the date you booked your GT'12 trip in the amount of your deposit and the final balance amount will be automatically charged on or around the final balance due date of April 1st, 2012. Your AutoPay/Late Pay payment schedule is shown at the time of booking. If you selected Full Payment (Total Payment) as your payment option, you will simply pay in full for the trip balance shown at the time of booking. If you selected Another Amount, you will only be making that single payment/deposit and your credit card/check card will not automatically be charged monthly or in full, however, you will be required to make monthly payments in the amount of no less than your initial trip deposit in order to keep up with your payments for GT'12. If you would like to pay by mail or in person, please make all checks/money orders payable to Xtreme Trips HS, 1400 E. Oakland Park Blvd, Suite 209, Fort Lauderdale, FL 33334. Checks or Money Orders must be made payable to Xtreme Trips HS.

**TRAVELER'S INSURANCE:** If you booked your trip prior to July 11<sup>th</sup>, 2011 Comprehensive Traveler's Insurance is automatically added to your trip package upon booking your Xtreme Trip. If you booked your trip after July 11<sup>th</sup>, 2011 Cancel for Any Reason travelers insurance has been automatically added to your trip package upon booking your Xtreme Trip and is recommended to cover trip participants for cancellations, trip delays, medical emergency, and other great benefits.

The traveler's insurance policies and descriptions for our Comprehensive and Cancel for Any Reason insurance options are available on the front page of our website. You may elect to decline/remove the Traveler's Insurance by emailing or mailing Xtreme Trips your request to decline/remove Traveler's Insurance no later than 14 days after your initial trip booking with deposit/full payment. Insurance changes are not permitted after the final balance due date. Traveler's insurance is not purchased until the account is 60% paid in full. Claims cannot be made until 30 days after the final balance due date for the trip.

In order to make a traveler's insurance claim the following applies:

Cancel for Any Reason insurance requires a minimum of \$600 of the entire trip price paid to the account.

Comprehensive insurance requires a minimum of 75% of the entire trip price paid to the account.

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

**CANCELLATION, REFUND, AND SUBSTITUTION POLICIES:** If you cancel your trip, your right to refund is outlined below: for all cancellations, Xtreme will require a request for cancellation in the form of a written letter mailed by Certified Mail or e-mail received no later than 60 days prior to your final balance payment due dates listed above. If the cancellation letter is received after the final balance due date, all funds paid are non-refundable. If the cancellation letter is received before the final balance due date, all funds paid are non-refundable, however the funds can be used as a "Future Xtreme Trips Credit" for up to one year. There are no refunds or credits given after April 1st, 2012 for all final balance due dates. If a traveler signs up after April 1st, 2012 they are not permitted to receive a "Future Xtreme Trips Credit". Email all requests for cancellation to [hsinfo@xtremetrips.com](mailto:hsinfo@xtremetrips.com) and call customer service to confirm receipt of cancellation. All cancellations must be in writing and no refunds will be issued from verbal cancellations. It is highly recommended for each traveler to purchase the cancel for any reason insurance.

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

If you cancel your trip prior to the final balance due date of April 1st, 2012, you are eligible to receive a "Future Xtreme Trip Credit" in the amount of the total amount of your payments minus a \$25 transfer fee. The Future Xtreme Trips Credit can only be used towards one future Xtreme Trip and is not valid if canceling after April 1st, 2012 regardless of the final balance due date. Future Xtreme Trip Credits are good for up to one year from the date of cancellation. Future Xtreme Trip Credits are only able to be used by the trip participant who received the Future Xtreme Trip Credit and they are non-transferrable to either an existing traveler's account or another person after the Future Xtreme Trip Credit has been redeemed towards a future Xtreme Trip. All unused portions of Future Xtreme Trip Credits are non-refundable and non-transferable. If the Future Xtreme Trip Credit is redeemed for a future trip and the amount of the credit is more than the balance owed for the new trip, the remaining credit balance amount is forfeited and non-refundable. If the credit is less than the balance owed for the new trip, you are responsible for the remaining balance.

**NO REFUND FOR 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’12, 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:** It is your responsibility to make sure you have the amount of roommates needed for the room occupancy you selected for your GT’12 trip. XTREME does not assume responsibility for the additional costs if you do not have enough roommates to fill the room occupancy you selected. Final rooming lists will be completed approximately 45 days prior to each trip date.

**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 [HSInfo@XtremeTrips.com](mailto:HSInfo@XtremeTrips.com).

**DIGITAL PICTURES AND FILM:** Xtreme retain's the right to photograph and film trip participants during GT'12, which we may use for future brochures, advertisements, or place online for promotional use. If you wish to not be on trip flyers, our websites, or other advertisements, please email Xtreme at [HSInfo@xtremetrips.com](mailto:HSInfo@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'12 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'12 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'12 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.