

## TRIP PARTICIPANT AGREEMENT AND TERMS AND CONDITIONS FOR SPRING FLING 2010

Participating in Spring Fling 2010 (hereinafter referred to as SF'10) 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, Tel. # (954) 563-7112, 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. SF'10 is not a school or district sponsored or affiliated field trip or senior trip.

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 SF'10?** SF'10 includes: Roundtrip coach bus transportation, hotel accommodations for 1 night, admission to Universal Studios Florida, and admission to Disney's Blizzard Beach. The \$10 mandatory bus driver and staff gratuity collected per traveler at the bus check in is not included in the base price of your trip. Every traveler must pay this fee before boarding the bus.

**WHEN IS SF'10?** SF'10 will begin on Saturday morning of May 15<sup>th</sup>, 2010 from various bus pick-up locations all over Florida and will end on Sunday evening May 16<sup>th</sup>, 2010. Specific Bus Pick-Up and Drop-Off locations for each School/Group will be posted on [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com) 3 days before the 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 to board the bus. SF'10 is scheduled to return on May 16<sup>th</sup> 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:** XTREME must receive a payment of at least a \$50 deposit to book your SF'10 trip by April 15<sup>th</sup> (Deposit due date). All payments made after April 30<sup>th</sup>, 2010 must be full payments not deposits. **FINAL BALANCE PAYMENTS** for all travelers are due no later than April 30<sup>th</sup>, 2010. ANY Final Payments received after May 5<sup>th</sup> will be subject to a \$15 late fee added to the balance. Checks or Money Orders must be made payable to Xtreme Trips HS. XTREME accepts Visa, MasterCard, Discover, and AMEX credit cards via online payment @ [www.XtremeTripsHS.com](http://www.XtremeTripsHS.com). If you select AutoPay or LatePay payment options, your credit card will be automatically charged for the deposit and the final balance in accordance with the payment schedule listed at the time of booking. 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. 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 prior to boarding the bus.

**ROOMMATE REQUIREMENTS:** It is your responsibility to make sure you have the amount of roommates needed for the room occupancy you selected. XTREME does not assume responsibility for the additional costs if you do not have enough roommates to fill the room occupancy you selected.

**CANCELLATION AND REFUND POLICY:** Due to the fact that XTREME must make financial commitments with your deposits and final balance payments for hotel room reservations, charter bus reservations, theme park tickets and reservations, and company operations before a trip, all payments made to Xtreme Trips are non-refundable and non-transferable and no refunds will be issued for any reason.

If you can no longer go on your trip and need to cancel, a cancellation request needs to be sent via a fax, email or mailed letter to Xtreme Trips. If you cannot go on your trip, you can find someone to take your place on the trip by doing a Name Change. There is a \$20 name change fee and Name Changes are not allowed less than 5 days prior to your trip date. Name changes must be made via email, fax, or mailed letter by the traveler that is canceling their trip. 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.

**XTREME STAFF:** Xtreme Staff are trained adult volunteers. XTREME will provide an average ratio of 1 staff per 15 students; 3 staff per bus. Staff will use their best judgments and efforts to provide supervision and assistance for their bus. XTREME travelers will be expected to follow all trip, park, bus, and hotel rules and maintain respectful behavior at all times. By agreeing to these terms and conditions, you understand and acknowledge that XTREME'S staff is not obligated to provide 24-hour supervision; however, XTREME will provide additional night time hotel security and/or off-duty police for the safety and supervision of our travelers. Travelers must obey all US laws, trip rules, and staff's instructions, therefore, XTREME staff will not be liable for any accidents, injuries or incidents that involve XTREME travelers during the duration of the SF'10 trip.

**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 SF'10 trip, including but not limited to the charter bus property, hotel property, theme parks, and/or any XTREME party or event 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 SF'10 trip. In the event of such removal, trip participants shall no longer be considered a part of SF'10 or the Xtreme Trips HS

group. 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, 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 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 bus, hotel, theme park tickets, and SF'10 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 SF'10. 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, clubs, 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, theme park properties, or any properties visited during SF'10 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) off SF'10 who decide to participate in the damage of any property.

**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. 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 retains the right to photograph and film trip participants during SF'10, 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).

**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.