



SWAT El Nino 2011 // December 27 – 30, 2011 // Terms & Conditions

Your participation on an Adventure through **Summer Winter Action Tours, LLC, ("SWAT")**, is governed by the terms and conditions set forth below. By signing this Application to participate in a **SWAT** Adventure, you and/or your parent(s)/guardian(s), if applicable, accept and agree to the terms, conditions, and information contained in this Adventure Guide. It is recommended you read these terms and conditions carefully.

WHAT DOES MY ADVENTURE INCLUDE? Please refer to this Adventure Guide for specific features included in the package price. Package pricing is based on current rates as of August 1, 2011.

HOW DO I SIGN UP? Your registration for a **SWAT** Adventure is confirmed **ONLY** when SWAT's Command Center in Costa Mesa, CA has received and accepted your deposit of at least \$100.00 and your completed Application, which must be legible. You should be advised that the deposit reflects the administrative costs of securing confirmed hotel space and transportation and is non-refundable and non-transferable. Deposits and other payments may be made by check, money order, cashier's check, or Visa/MasterCard/American Express/Discover. Please note: payment by Visa/MasterCard/American Express/Discover **MUST BE SUBMITTED IN WRITING** or online through our secure Web site.

WHEN IS FULL PAYMENT REQUIRED? Your full and final payment is required no later than November 7, 2011. If you are late in making your reservation or paying for your Adventure, (Reservations and late payments received after November 7, 2011) your account will be charged a \$30 late fee in addition to the removal of any applicable discounts. Your deposit may be forfeited and your reservation cancelled if final payment is not turned in on time. Accounts with remaining balances after November 30, 2011 will be assessed an additional \$30 late fee for peak pricing. It is your responsibility to make sure that your Rep has turned in your final payment. Please note: there will be a \$20.00 charge for all returned checks. Checks, money orders, and/or cashier's checks must be made payable to "**SWAT**". As you might expect, any damage caused by you or any unclaimed common area damage or damage to your room is not included in the published price of the Adventure, nor is it part of the initial deposit, and you are required to pay for it. **SWAT** must collect and keep on file your credit card information to secure payment for any damages that may occur and reserves the right to deduct that amount from your credit card.

WHAT IF I NEED TO CANCEL? Due to the fact that **SWAT** must make commitments with its suppliers long before an Adventure begins, **ALL MONIES PAID TOWARDS A SWAT ADVENTURE ARE NON-REFUNDABLE** if you cancel for any reason. For your convenience, supplemental travel protection and cancellation insurance is automatically added to your account. **SWAT** provides such insurance solely as a courtesy to you and is not responsible for any claim, liability, loss, or damage resulting from the purchase or failure to purchase such insurance. The travel protection and cancellation insurance features many benefits, including a 100% refund for verified cancellations and a 75% refund for unverified cancellations. Please visit www.SWATup.com/tools to download and/or view a copy of this insurance policy. You may opt-out of the supplemental insurance by indicating your preference during the signup process on the trip Application.

WILL THERE BE CHANGES TO THE SWAT ADVENTURE? Sometimes forces beyond **SWAT's** reasonable control (including but not limited to: storms, road closures, disaster, strikes, declared or undeclared war, governmental regulations, regional violence, civil unrest, acts of terror, acts of God, etc.) cause the



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Adventure to be modified. In such case, **SWAT** reserves the right to implement such modification(s) without prior notice when necessary. Please note that no price reduction or partial refund will be offered if such changes are deemed necessary by **SWAT**. **SWAT** will notify you of any increase in the Adventure price occurring due to circumstances beyond **SWAT**'s reasonable control. You agree to pay any extra costs associated with such modifications or must reimburse **SWAT** for any such increased expenditures made on your behalf (i.e. fuel surcharge, etc.)

WHAT IF I DEVELOP A MEDICAL CONDITION OR DISABILITY? By signing the Application, you and your parent(s)/guardian(s), if applicable, represent to **SWAT** you have medical and hospital insurance in effect which would cover any injuries you might suffer. **SWAT**'s liability for loss or damage is limited by these terms and conditions. We strongly recommend you maintain the automatically included supplemental trip, cancellation, health, and accident insurance. **SWAT** provides such insurance solely as a convenience to you and is not responsible for any claim, liability, loss or damage resulting from the purchase or failure to purchase such insurance. For complete details of such supplemental insurance, please download a brochure from www.SWATup.com/tools. In addition, by signing this Application, you and your parent(s)/guardian(s), if applicable, represent to **SWAT** that you are in good health and have no medical condition or disability, or need for prescription medication which would require special attention on the Adventure. **SWAT** has the right to refuse, revoke, or deny participation to anyone who, in its judgment, is in physical or mental condition unfit for the Adventure, or who may require care beyond that which **SWAT** can provide. If you become ill or injured while on the Adventure, you and your parent(s)/guardian(s), if applicable, agree that **SWAT** shall have the right, but not the duty, to take reasonable action to secure emergency medical and/or other attention and/or ground transportation for you. You understand and agree you will be responsible for payment of any expense incurred for such medical attention, transportation, or other related emergency services. You agree to reimburse **SWAT** if **SWAT** has made any such payments for such emergency expenses, though you acknowledge **SWAT** does not have the duty to do so. Any and all medical expenses incurred by you under such circumstances are your sole responsibility and that of your parent(s)/guardian(s), if applicable.

ARE THERE RULES AND REGULATIONS ON A SWAT ADVENTURE? **SWAT** reserves the right to enforce reasonable rules and standards of conduct to facilitate the Adventure for your well-being and enjoyment as well as for the well-being and enjoyment of others. By signing this Application you understand and acknowledge that failure to comply with such rules and standards may result in your being barred from participating in the Adventure. If necessary to enforce its rules and standards, **SWAT** will, at its sole discretion, have you removed from a hotel, bus, group, and/or activity, at your sole cost and expense, without subsequent refund. In the event of such removal, you shall no longer be considered a part of **SWAT**'s Adventure group. You and your parent(s)/guardian(s), if applicable, do hereby release **SWAT** from any and all liability arising out of, or in connection with, your removal and you agree that you shall reimburse **SWAT** for any expenses paid for, or incurred by, **SWAT** in order to facilitate your removal. Due to **SWAT**'s commitments with its suppliers, **SWAT** cannot issue refunds for the unused portions of a tour package incurred due to your failure to comply with the aforementioned rules and standards.

HOTEL NO SMOKING POLICY: There is absolutely no smoking in any of the hotel rooms. Staff and housekeepers will be looking for signs of smoking in the hotels. There will be a significant \$425 room



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recovery fee for guests who do not comply in order to cover the extensive cost of restoring guest rooms to a smoke-free condition.

WHAT IS NOT INCLUDED IN MY ADVENTURE? A \$20.00 per-person, refundable hotel security deposit is required by each hotel. This refundable deposit is not included in the published price, nor is it a part of the initial deposit; but is required to be paid to **SWAT** by the final payment date. The deposit is refundable as long as there is no damage done to the hotel room or common areas of the hotel for which travelers are responsible. Upon departure, the traveler will have an option to purchase a **SWAT** souvenir T-shirt with this deposit. Any refunds due will be issued approximately 60 days after the trip returns.

WHAT ELSE SHOULD I KNOW? **SWAT** will do its best to provide you with the most enjoyable **SWAT** Adventure possible. There are, however, some limits to that responsibility and we thought you should know what they are: **SWAT** does not own or control any airlines, buses, tours, activities, hotels, or other services furnished in connection with the Adventure. **SWAT** disclaims any responsibility or liability for injury or damage, arising out of the acts, omissions, or negligence of any provider of such services in connection with the Adventure. **SWAT** shall not be responsible nor liable for any damage or inconvenience cause by late air, car, bus, or other transportation arrivals, nor for personal injuries or loss or damage to persons, baggage, or other property. **SWAT** is not responsible or liable for any loss, theft, pilferage, damage, or delay to your baggage or personal effects. You are responsible for finding out your own bussing information. Approximately five (5) days prior to your trip departure date, please visit www.SWATup.com or call **SWAT**'s Customer Service at 866-714-7160 for departure information. **SWAT** reserves the right to change your bus departure location if the bus for that location has less than 45 participants.

JURISDICTION AND VENUE: The terms and conditions set forth herein are governed by, and are to be construed in accordance with, the laws of the State of California. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any term or condition or to enforce any right and/or legal remedy, such action must be brought in a State or Federal court in the State of California with a venue in the county of Orange.

ANYTHING ELSE? Just this: by signing this Application you, and your parent(s)/guardian(s), if applicable, understand and acknowledge that sporting activities included in the Adventure (including, but not limited to, skiing, snowboarding, ice skating, surfing, bodysurfing, ground transportation, or other tours) offered by local vendors/merchants and other activities, sporting events, or physical exertion may result in injuries to you and/or others. Your participation in a **SWAT** Adventure is entirely voluntary. If you choose to participate, in such activities, you do so at your own risk. By signing this Application, you, and your parent(s)/guardian(s), if applicable, agree that **SWAT** shall not be liable for any damage, loss, or injury that may result from your participation in any such activities. By signing up for a **SWAT** trip, **SWAT** retains the right to use your photo or likeness for promotional purposes unless otherwise expressed in writing. **SWAT** also reserves the right to make available your mailing information for promotional opportunities for **SWAT** and its strategic partners. Accommodations are assigned on a first come, first served basis and **SWAT** reserves the right to assign or re-assign lodging when necessary. All rooms are maximum occupancy (two (2) people per queen-sized bed) unless listed otherwise. It is your



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responsibility to fill your own room. Roommate choices should be given to your **SWAT** campus Representative or requested via email to info@SWATup.com. In the event you do not fill your own room, **SWAT** will assign you roommates whenever possible. You will be charged an upgrade fee for less than maximum occupancy. There is **NO CO-ED ROOMING**. **SWAT's** El Nino High School trip is restricted to students who are age 13 to 19 years old.

California Seller of Travel Law: **SWAT** is a participant in California's Travel Consumer Restitution Fund, ("The Fund") **CST #2043203-40**. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. Registration as a seller of travel does not constitute approval by the State of California. A claim can be filed with the Travel Consumer Restitution Corporation (Office of the Attorney General) within 60 days of the date that persons suffer or become aware of loss. Participants located outside of California are not covered by this fund. You are not eligible to file a claim against The Fund in the event of **SWAT's** default. **NOT A SCHOOL OR DISTRICT SPONSORED EVENT.**