

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, or by checking the "I Agree" box during the online sign-up process, to participate in a SWAT Adventure, you accept and agree to the terms, conditions and disclaimer contained herein. You should be advised that the deposit paid reflects the administrative cost of securing confirmed hotel space and non-refundable deposits and other payments may be made via check, money order, cashier's check, or Visa, MasterCard, American Express, or Discover. Please note: payments made via Visa, MasterCard, American Express or Discover MUST BE SUBMITTED IN WRITING or online through our secure website.

WHAT DOES MY ADVENTURE INCLUDE? Please refer to this Adventure Guide and/or the SWAT website for specific features included, options, and/or booking incentives in the package price. Package pricing is based on the current rates as of September 15, 2016.

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 \$50.00 and your completed Application, which must be legible, or after you've successfully completed the online sign-up process through the SWAT website and reservation booking engine. You should be advised that the deposit paid reflects the administrative cost of securing confirmed hotel space and non-refundable deposits and other payments may be made via check, money order, cashier's check, or Visa, MasterCard, American Express, or Discover. Please note: payments made via Visa, MasterCard, American Express or Discover MUST BE SUBMITTED IN WRITING or online through our secure website.

HOW DOES THE PAYMENT PLAN WORK? By registering for a SWAT Adventure with the payment of a deposit of at least \$50.00, you agree to be automatically enrolled in a monthly payment plan. You agree to allow SWAT to charge your credit or debit card on-file a monthly payment equal to the amount of the initial deposit that you paid to SWAT when you secured your reservation for the Adventure. Travelers who register for the Adventure from September 15-30, 2016 will have monthly payments processed on November 1, 2016, December 1, 2016, January 1, 2017, and the balance on the account (final payment) charged on the final payment due date. Travelers who register for the Adventure from October 1-15, 2016 will have monthly payments processed on November 15, 2016, December 15, 2016, January 15, 2017, and the balance on the account (final payment) charged on the final payment due date. Travelers who register for the Adventure from November 1-15, 2016 will have monthly payments processed on December 1, 2016, January 1, 2017, and the balance on the account (final payment) charged on the final payment due date. Travelers who register for the Adventure from November 16-30, 2016 will have monthly payments processed on January 1, 2017 and the balance on the account (final payment) processed on the final payment due date. Travelers who register for the Adventure from December 1-15, 2016 will have monthly payments processed on January 15, 2017 and the balance on the account (final payment) will be processed on the final payment due date. You may opt-out of the automatic monthly payment plan at any time, and the amount and frequency of the automatic monthly payments may be changed at any time. Any requests to change the details of your automatic monthly payment plan must be submitted to SWAT at least 72 hours before the next automatic monthly payment is scheduled to be processed.

WHEN IS FULL PAYMENT REQUIRED? Travelers who register for Week #1 and/or Week #2 of the Adventure must have their account balance paid-in-full on or before February 1, 2017. Travelers who register for Weeks #3 and/or #4 of the Adventure must have their account balance paid-in-full on or before February 15, 2017. If you are late in making your reservation or paying for your Adventure, (reservations and late payments made after your designated final payment due date) you MUST pay-in-full at the time of sign-up and include an increase of \$20 for peak pricing. Your deposit may be forfeited and your reservation may be released if your final payment is not submitted by the required and agreed upon due date. It is your responsibility to make sure your SWAT Account Rep has turned in your final payment or that you have made your final payment online through our secure website. Please Note: there will be a \$20 fee assessed for all returned checks. Checks and/or money orders 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 assigned hotel 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 the cost of repair and/or replacement of such damages. SWAT must collect and keep on file your credit card information to secure payment for any damages that may occur during the Adventure and reserves the right to bill that amount to your credit or debit card on-file. For your convenience, you further agree to allow SWAT to keep your credit card and billing information on-file in order to charge any account balances, upgrade fees, trip options and/or add-ons on your account.

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 TRIP ARE NON-REFUNDABLE if you cancel for any reason. You have the right to transfer your reservation to another party upon the full payment of your account balance. Should you choose to transfer your reservation to another party, SWAT must collect a transfer fee of \$50.00 at the time that the transfer documents are submitted to SWAT. The \$50.00 transfer fee may be paid by you, the person taking your place on the Adventure, or a combination of the two. The monies you receive resulting from a trip transfer are the product of a private transaction between you and the person purchasing your reservation, and you agree to hold SWAT free and harmless from any claims and/or disputes of loss, theft, liability, or damages related to the private sale of your reservation. You understand and acknowledge that you may transfer your reservation to any person of your choosing, including persons who plan to attend a different week of the Adventure, provided the transfer documents are submitted to SWAT at least ten (10) days before the scheduled start date of your Adventure. You understand and acknowledge that SWAT is not required to accept transfer requests less than ten (10) days before the scheduled start date of your Adventure. You further understand and acknowledge that in the event SWAT accepts your transfer request less than ten (10) days before the scheduled start date of your Adventure, the person taking your place on the Adventure may be required to take your place in the hotel room assigned to you, if applicable.

WILL THERE BE CHANGES TO THE SWAT ADVENTURE? Sometimes forces beyond SWAT's reasonable control (including, but not limited to: storms, road closures, transportation delays, natural and/or man-made disaster, labor strikes and/or disputes, declared and/or undeclared war, governmental regulations, regional violence, civil unrest and/or disorder, acts of terror, acts of God, etc.) cause the Adventure to be modified. In such case, SWAT reserves the right to implement 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 modification(s) or must reimburse SWAT for any such increased expenditures made on your behalf (i.e. fuel surcharges, etc.)

WHAT IF I DEVELOP A MEDICAL CONDITION OR DISABILITY? By signing this Application and/or checking the "I Agree" box during the online sign-up process, you 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. In addition, by signing this Application and/or checking the "I Agree" box during the online sign-up process, you represent to SWAT that you are in good health and have no medical condition or disability, or need for prescription medication that would require special attention while on the Adventure. SWAT has the right to refuse, revoke, or deny participation to anyone, in its judgment, is in poor health, or has a medical condition or disability that would require special attention beyond the basic first aid and/or first aid provided by SWAT. You understand and acknowledge that you may transfer your reservation to any person of your choosing, including persons who plan to attend a different week of the Adventure, provided the transfer documents are submitted to SWAT at least ten (10) days before the scheduled start date of your Adventure. You understand and acknowledge that SWAT is not required to accept transfer requests less than ten (10) days before the scheduled start date of your Adventure. You further understand and acknowledge that in the event SWAT accepts your transfer request less than ten (10) days before the scheduled start date of your Adventure, the person taking your place on the Adventure may be required to take your place in the hotel room assigned to you, 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 the well-being and enjoyment of others. By signing this Application, and/or by checking the "I Agree" box during the online sign-up process, you understand and acknowledge that failure to comply with such rules and standards may result in you being barred from participating in the Adventure. Such rules and regulations include, but are not limited to, fighting with other trip participants, SWAT staff and/or security, possession of weapons (e.g. firearms, knives, brass knuckles, incendiary and/or explosive devices, etc.), entry of a hotel property and/or other area controlled by SWAT to which you are not permitted entry, harassment and/or assault of other trip participants, SWAT staff and/or security, possession, use, and/or sale of illegal drugs and/or illicit substances, possession, use, and/or sale of alcohol, and/or any other behavior that jeopardizes the health, well-being, and enjoyment of others, and/or the general disrepute of SWAT's production of its events, activities, and/or goings on. If necessary to enforce its rules and standards, SWAT may, at its sole discretion, have you removed from a hotel, bus, group, event, and/or activity at your sole cost and expense, without subsequent refund. In the event of such removal, you shall not be considered a part of SWAT's Adventure group. You 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.

WHAT IS NOT INCLUDED IN MY ADVENTURE? 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. By signing this Application and/or by checking the "I Agree" box during the online sign-up process, you understand and acknowledge that certain government-issued documents are required for land-based travel to Mexico and for re-entry into the United States. You understand and acknowledge that the amount paid by you to SWAT for the Adventure does not include the application, acquisition, and/or renewal cost of such required documents. It is your sole responsibility to obtain such required documents, and you understand and acknowledge that you will receive no refund whatsoever, in full or in part, of the monies paid by you to SWAT should you fail to obtain the documents required for travel to Mexico and/or re-entry to the United States. Residents of the United States are encouraged to contact the United States Department of State for the most up-to-date information on the documents required for land-based travel to Mexico and/or re-entry to the United States. Residents of countries other than the United States are encouraged to contact their country's embassy or consulate for such information. SWAT strongly encourages all travelers to travel to and from Mexico with a current and valid Passport or Passport Card. Some states provide their residents the opportunity to register for an Enhanced Driver's License that meets the United States Customs and Border Protection requirements for land-based re-entry to the United States from Mexico and Canada, but please be advised that Enhanced Driver's Licenses are not available in all states. By signing this Application and/or by checking the "I Agree" box during the online sign-up process, you understand and acknowledge that it is your sole responsibility to identify and obtain the documents required for land-based travel to Mexico and/or land-based re-entry to the United States at all times. The information pertaining to land-based travel to Mexico and/or land-based re-entry to the United States provided within these Terms & Conditions, the Adventure Guide, published on the SWAT website or SWAT's social media channels, or provided verbally or in writing by a SWAT employee, independent contractor, or other representative agent of SWAT, is for informational and informational purposes only and does not constitute a contract. It is your responsibility to fill your room with the maximum occupancy allowed. In the event you do not fill your room, SWAT will assign you roommates whenever possible. You will be charged an upgrade fee for less than maximum occupancy. Please contact SWAT's Customer Service Team at (866) 714-7160 or email info@swatup.com for lower-occupancy room rates.

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. Although SWAT will use its reasonable efforts to ensure you have a fabulous Adventure, SWAT shall not be liable or responsible in any way whatsoever for any damage, loss, injury, or death arising out of any activity, accommodation, transportation, or other service provided on the Adventure. SWAT shall not be responsible or liable for any damage or inconvenience caused by late air, car, bus, or other transportation arrivals, not for personal injuries or loss or damage to person, baggage, or their 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 if you have chosen to purchase the optional charter bus transportation offered by SWAT. Approximately three (3) days before your trip departure date, email SWAT's Customer Service at info@swatup.com or check our website: www.swatup.com. SWAT reserves the right to change your bus departure location if the bus for that location has less than 40 participants.

ANYTHING ELSE? Just this: By signing this trip Application, and/or by checking the "I Agree" box during the online sign-up process, you 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 event, or physical exertion may result in injuries to you and 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, and/or by checking the "I Agree" box during the online sign-up process, you 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 and email address 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 hotel packages are for the purchase of one (1) spot in a maximum occupancy hotel room, not all spots in that room. All rooms are maximum occupancy (2 people per queen or double-sized bed) unless listed otherwise. It is your responsibility to fill your room with the maximum occupancy allowed. In the event you do not fill your room, SWAT will assign you roommates whenever possible. You will be charged an upgrade fee for less than maximum occupancy. Please contact SWAT's Customer Service Team at (866) 714-7160 or email info@swatup.com for lower-occupancy room rates.

CALIFORNIA SELLER OF TRAVEL LAW: SWAT is a participant in California's Travel Consumer Restitution Fund. ("The Fund") CST #00423203-40. California Law requires certain sellers of travel to have a trust account of 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 law. You are not eligible to file a claim against The Fund in the event of SWAT's default.

Traveler Signature: _____

Date: _____

Do Not Detach Terms & Conditions • Application Must Be Legible • Traveler Must Be 18 Years Old to Participate In This Event

TRAVELER INFO
School: _____ Rep's Name: _____ Group: _____
First Name: _____ Last Name: _____
Address: _____ Email: _____ [] Male [] Female
City: _____ State: _____ Zip: _____ Cell Phone: _____ Date of Birth: ____/____/____
Is this your first SWAT trip? [] Yes [] No Graduation Year: [] '17 [] '18 [] '19 [] '20+ Emergency Contact Name: _____ Emergency Contact Phone: _____

DATES
[] Week 1 Mar. 06 - 09, 2017 [] Week 3 Mar. 20 - 23, 2017 [] Week 5 April 10 - 13, 2017
[] Week 2 Mar. 13 - 16, 2017 [] Week 4 Mar. 27 - 30, 2017
PACKAGES
Deluxe Hq Starting at: \$249
Rosarito Beach Hotel \$249 Paid-In-Full or \$299 w/ \$50 Deposit
Condos Starting at: \$349
Rosarito Beach Hotel \$349 Paid-In-Full or \$399 w/ \$50 Deposit
OPTIONS
Round-Trip San Diego Border Shuttle Starting at \$60
Open Bar Party @ Papas & Beer Starting at \$40

PAYMENT INFORMATION
Step 1: Credit Card Authorization - Visa/MasterCard/American Express/Discover only. You must fill out the form below. SWAT must have your card information on-file for damages.
Card #: _____ Cardholder's Name: _____ Exp. Date: _____
Signature: _____ CCV: _____
Address: _____
City: _____ State: _____ Zip: _____
Step 2: Payment - Please select from the following options:
Total Price: Package price above unless identified otherwise at www.swatup.com
[] Credit Card: I authorize SWAT to charge my credit card listed to the left. By signing, I hereby waive all chargeback rights to my credit card.
[] \$50 Deposit [] Full Amount
[] Check/Money Order/Cashier's Check: Made Payable to "SWAT" One check per traveler.
[] \$50 Deposit [] Full Amount Check #: _____
Printed Name on Check: _____
CASH IS NOT ACCEPTED FOR YOUR PROTECTION.

\$50 Deposit Due Now! This Trip Will Sell Out! • All Monies Paid Towards This Trip Are NON REFUNDABLE
Summer Winter Action Tours • P.O. Box 1858 • Costa Mesa, CA 92628 • www.swatup.com • info@swatup.com