

SWAT Spring Break 2017 // Rosarito Beach, Mexico 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, or by checking the “I Agree” box during the online signup process, to participate in a **SWAT** Adventure, you accept and agree to the terms, conditions, and information contained in this Adventure Guide and/or the **SWAT** website. It is recommended that you read these terms and conditions carefully.

By signing this Application, or by checking the “I Agree” box during the online signup process, you agree that you shall defend, indemnify and hold **SWAT** harmless from and against any and all liability claims. You also are representing that you are of a majority age, 18 years old or older, and can legally sign up for this trip. You must be 18 years old or older to participate in this trip.

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 signup 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/or transportation and is nonrefundable and nontransferable. 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 October 16-31, 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 1-15, 2016 will have monthly payments processed on December 15, 2016, January 15, 2017, and the balance on the account (final payment) processed on the final payment 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

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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 signup 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** Campus 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 trip application completed by the person taking your place on the Adventure and a Transfer Agreement completed by you. To cover the administrative costs of performing the transfer and the change fees **SWAT** will be billed by its vendors, **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.

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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 signup 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 signup 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 who, in its judgment, is in physical or mental condition unfit for the Adventure, or who may require care beyond that which **SWAT** can reasonably provide. If you become ill or injured while on the Adventure, you 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. By signing this Application and/or by checking the "I Agree" box during the online signup process, you agree to allow any and all hospitals, urgent care facilities, doctors, nurses, firefighters, paramedics, emergency medical technicians (EMTs,) law enforcement officials, and other healthcare providers and/or healthcare institutions that provide emergency medical care to you while on the Adventure to reveal and share any and all medical information about your condition(s) and/or treatment(s) with **SWAT** so that **SWAT** may inform the person(s) you indicate as your emergency contact during the Adventure registration process of your current medical condition. You further agree that **SWAT** may distribute all personal information you provide to **SWAT**, including, but not limited to, the name(s,) phone number(s,) and email address(es) of any and all emergency contact person(s) you provide to **SWAT** during the Adventure registration process to any and all hospitals, urgent care facilities, doctors, nurses, firefighters, paramedics, EMTs, law enforcement officials, and other healthcare providers and/or healthcare institutions that provide emergency medical care to you while on the Adventure in order for such emergency contact person(s) to be contacted and made aware of your current medical condition(s.) You further understand and agree that members of the **SWAT** First Aid Staff provide basic first aid and perform under the scope of the Good Samaritan Act. By signing this Application, or by checking the "I Agree" box during the online signup process, you release **SWAT** and all representative agents of **SWAT**, including **SWAT's** First Aid Staff, of any and all liability, claims of injury, damages, and/or loss you may suffer from the basic first aid and/or first responder medical treatment received from any and all representative agents of **SWAT**. 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

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medical expenses incurred by you under such circumstances are your sole responsibility. By signing this Application, or by checking the "I Agree" box during the online signup process, you release **SWAT** of any and all claims of loss, liability, bodily injury or harm, death, theft, and all other known or unknown damages that you may suffer throughout the Adventure.

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 signup 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 illegal and/or illicit drug paraphernalia, allowing person(s) not part of **SWAT**'s group into an area restricted to **SWAT**'s participants during times specified by **SWAT**, disorderly conduct and/or behavior that jeopardizes the health, well-being, and enjoyment of others, and/or the general disruption 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 no longer 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 signup 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 attain 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

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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 signup 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, Campus Representative, or other representative agent is intended to be informative and informational, and you understand and acknowledge that the requirements for land-based travel to Mexico and/or re-entry to the United States may change at any time without prior warning. By signing this Application and/or by checking the "I Agree" box during the online signup process, you agree to release **SWAT** from any and all liability, loss, and/or damage you suffer related to your inability to travel to Mexico or re-enter the United States. You further agree that **SWAT** shall have no duty whatsoever to assist you in entering Mexico or re-entering the United States before or after your Adventure in the event you are unable to do so independently. Should **SWAT** intervene to assist with your entry to Mexico and/or re-entry to the United States before, during, or after the Adventure, you agree to reimburse **SWAT** in-full for any expenses, costs, or fees that **SWAT** incurs on your behalf.

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 signup 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

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risk. By signing the Application, and/or by checking the "I Agree" box during the online signup 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 #2043203-40. 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 fund. You are not Eligible to file a claim against The Fund in the event of **SWAT**'s default.