

**Kids Sea Camp Inc. Terms & Conditions form. Reservations are not guaranteed until this application has been filled out and received.
2012 (1 Application per family must be completed. Please be sure to sign and date in all signature spaces.)**

Name _____ Vacation Date _____ Destination _____

Other people traveling: Names, first, last: _____

Home Address : _____

City _____ State _____ Zip _____ Phone _____

Country _____ Citizenship _____ E-mail _____

Emergency Contact _____

(Name, Address, Telephone, Relationship)

Arrival Flight and Date: _____ Departure Flight and Date: _____

Special Requests, Diet needs etc: _____

Trip Cancellation and Interruption Insurance

We strongly recommend that you purchase comprehensive accident, medical, baggage and trip cancellation/interruption insurance when space is reserved. Trip insurance can protect you from financial disappointment in the event unforeseen circumstances preventing you from making your scheduled vacation. In the event it is necessary to cancel or interrupt your vacation due to weather or any matter beyond the control of Kids Sea Camp and/or your chosen operator there will be no refund or credit issued. We highly recommend DAN Dive & Trip insurance Information is located on our web site for DAN on the reservations page. Kids Sea Camp is not an insurance agency and does not provide insurance.

I hereby certify that I have read and acknowledge and understand the foregoing statement. I have been clearly advised to take trip insurance.

Signature _____ Date: _____

Reservation, Payment, Cancellation, and Refund Policies

INDIVIDUALS: A \$1000.00 nonrefundable deposit per room is required to confirm your space.

PAYMENT: Full payment of your package is due 03/10/2012. All payments are non refundable. Reservations made within 21 days prior to arrival subject to a last minute booking fee. Any changes to your reservations once confirmed may be subject to fifty-five dollar (\$50.00) change fee.

TRAVEL AGENTS, TOUR OPERATORS & DIVE SHOP PAYMENTS: A company check is required for all payments.

CREDIT CARD AUTHORIZATION FORMS: A credit card authorization form must be signed & returned to Kids Sea Camp prior to your reservation being confirmed. Discounted reservations must be paid with check payment for full discounts to be applied. We do not accept Amex.

PAYMENTS WITHIN 21 DAYS OF ARRIVAL: All monies paid within 21 days of arrival must be paid in full with valid credit card. No space will be confirmed until payment has been received; all monies must be paid in U.S. Currency.

AIRLINE INFORMATION: Full airline itinerary including flight numbers, dates and arrival and departure time **must be provided.** Full passport names must be given for any travel. Incorrect names will not be the responsibility of Kids Sea Camp or its suppliers. VALID Passports are required for travel. It is your responsibility to know travel requirements for your family. Federal Express service fee is added to your package for last minute bookings, or document reissue. If you wish to waive this service please initial here _____. Kids Sea Camp assumes no responsibility for lost or delayed documents.

I hereby certify that I have read, agree, acknowledge and understand the foregoing statements.

My signature below indicates my acceptance and acknowledgement of the policies terms and conditions as indicated above.

Signature _____ Print name: _____ Date ____/____/____

TERMS & CONDITIONS & ACKNOWLEDGEMENT

Any deposit or payment to Kids Sea Camp shows acceptance and acknowledgment of the policies, terms and conditions as stated herein: Kids Sea Camp, herein after referred to as KSC acts only as an agent for owners and contractors providing transportation, accommodations, diving and other services. All tickets and vouchers are issued subject to terms and conditions under which transportation, accommodations, diving and other services are offered or provided and constitute the sole contract between the supplier and the tour member. KSC shall not, at any time or in any way, be responsible for loss injury or damage arising from an Act of God, Act of Government or defecto authority, war, civil unrest, any kind of hostilities, strikes, thefts, sickness, quarantine, immigration, custom regulation, hijacking, breakdown, delay, cancellations, error omissions or other cause beyond its control. Furthermore, KSC reserves the right, without notice to make changes or cancellations, in part or whole as circumstances dictate. KSC accepts no liability for the consequences of the personal activities or actions of any passenger who is deemed personally responsible for the decision concerning conditions of health, safety, or fitness for diving and other activities, or any other circumstances beyond its control.

Kids Sea Camp and its staff will not be responsible for, and will not issue refunds or credits for the following: Early departure by customer's choice; activities cancelled for any reason including but not limited to weather, acts of God, Customers failure to produce proper information, Postponed flights, not providing proper medical information, or doctors approval to participate: nor for errors herein. Furthermore, KSC will not be responsible for loss of costs incurred as a result of passenger's failure to supply proper identification for immigrations entry or participation requirements for diving or other activities. It is the passenger's responsibility to comply with all customs and immigration laws.

I hereby certify that I have read, acknowledge and understand the foregoing statements and understand all terms and conditions herein

My signature indicates my acceptance of these policies terms and conditions.

Signature _____ Date _____

Please return this form to P.O. Box 291030, Columbia, SC 29229
Toll Free (800) 934-DIVE (3483) – Tel. (803-419-2556) – Fax (803) 699-8776
Web Site: www.kidsseacamp.com E-mail: kids@kidsseacamp.com

CONTRACT AGREEMENT & ACKNOWLEDMENT OF TERMS & CONDITIONS BETWEEN PARTICIPANTS & KIDS SEA CAMP

PLEASE READ CAREFULLY

The purchase of any travel services offered by Kids Sea Camp, Inc., also doing business as Family Dive Adventures (herein after "KSC") constitutes a contractual arrangement between you and KSC, and represents your acceptance of the KSC Terms & Conditions set out herein. Please ensure that you read carefully and understand these Terms & Conditions prior to booking. You are advised to check on the Web sites or to request the latest version of the Terms & Conditions from your Travel Agent or KSC prior to booking your vacation.

Dive & Trip Insurances

Proof of Dive Injury Insurance is **compulsory** for all Kids Sea Camp participants on all liveboards trips.

Proof of DAN Medical Evacuation (Air) Insurance is **compulsory** for all passengers on all liveboards trips.

We **strongly recommend** all customers to purchase a good Travel Insurance (Trip Cancellation and Interruption Insurance).

We **recommend DAN**. All payments are non refundable and it is our highest recommendation to all travelers and divers to purchase trip and dive insurance for all trips purchased.

DAN- Dive Insurance <http://www.diversalernetnetwork.org/join/index.asp?RC=275458>

DAN Trip-Insurance <http://www.diversalernetnetwork.org/trip/refer.asp?RC=275458>

Referral #275458

Confirming your intention to purchase

When you decide upon your desired destination option and date, then you can confirm your intention to purchase by email or by telephone. Please ensure that you follow through via mail or email advising clearly which option you desire. For date options, room type, adult diver or vacation package, kids program request and any other arrangements, additional tours, etc, you wish us to arrange and confirm for you before you send in your non-refundable deposit.

Confirmed Reservation Deposit

A confirmed reservation deposit is payable by you, to guarantee your reservation. The non-refundable deposit is \$1,000 per room, except for liveboards, Fiji and Palau which are \$1500 per room. These payments are non-refundable. Our staff will do their utmost to help you if changes of bookings. A fee might be applicable.

Confirmation of Reservation Completed

As soon as we receive your confirmed reservation application, terms & conditions, and deposit then we shall inform the operator of your reservation. As soon it is confirmed by the operator that the reservation process is complete we will send you a written confirmation of reservation with a confirmation code, invoice showing payment dates and deposit received. Your reservation is completed and confirmed. We highly recommend that you confirm arrival and departure dates of your selected trip with us prior to airline purchase. We will not be held responsible for any incorrect airline arrival or departures booked by any third party.

Acknowledgement of contract

Please note that the way a contract is formed for the purchase of a retail product is the way scuba diving and adventure packages as well as courses are purchased through Kids Sea Camp. Your submission of payment to Kids Sea Camp confirms acknowledgement that our business operates as reservations agency. This means that we act as an agent for third party suppliers, such as PADI dive centers, liveaboard operators, select hotels and resorts. This includes, Cobalt Coast Dive Resort, and Dive Tech in Grand Cayman, Buddy Dive & Beach Resort in Bonaire, Sam's Tours and Palau Royal Resort in Palau, El-Ocotal Resort in Costa Rica, and Aggressor Fleet Limited, we gather information and representations from the operators and provide this information about their services for you. We do our best to verify and update this information as much as is practical. Since we act as agents this means that we have no contractual liability to you in respect of the product, or service provided by the operator.

With your deposit submission, you acknowledge that you have read these terms and conditions before completing your transaction with us. You can easily request all forms, waivers from us as well as download and print them from the reservations page on www.kidsseacamp.com download and forms section.

The technical steps required for a confirmed reservation and contract to be formed are as follows:

When we place products on the site we are inviting you to make a purchase. Your purchase the products from the operator for whom we are acting as agent. We are authorized by each of the operators to accept this payment on their behalf. After checking availability we send our "**confirmation of space**" and in doing so we are accepting your nonrefundable payment. Once payment is received there is a binding contract between you and the supplier for the product and services.

Making final payment

You will make your final payment of your package price to be received by us more than 90 days before the commencement date. Therefore, it is important to allow time for the transaction to be finalized before this 90 day requirement. We will endeavor to keep you informed, by mail and/or email, of the final payment amount and due date. Failure to pay your balance prior to such due date will be considered as cancellation by you within 90 days before the package commencement date and you will be subject to the terms and conditions that apply in the event of customer cancellation.

Payments method

Payments are to be made by bank transfer, check payment or **US** Visa or MasterCard account. All prices are in US Dollars.

For wire transfers, please help us to help you, by emailing a scan / .pdf copy of any transfer record that includes the transaction reference number.

Canceling your booking

If you decide to cancel your reservation before your package commencement date then you will need to contact your trip insurance company where your trip insurance was purchased for any refund that may be due. All payments to Kids Sea Camp are non-refundable. We retain the right to keep any payments in compensation for potential lost bookings.

Please inform us of any changes to your booking at the soonest opportunity. The date that Kids Sea Camp receives the cancellation of the reservation in writing will be the date used to determine date of cancellation. Kids Sea Camp will make every effort upon your request to try to resell the space purchased by you in order to assist you in recouping any financial losses.

Changing your booking

If you decide to change your booking after you have made your reservation we will do what we reasonably can to accommodate you but it may not always be possible. You should notify us as soon as possible of any changes as the sooner you do this the more likely it is that we can make the change. There will be an administration fee of US\$ 50 (in addition to any changes necessary to the price of your reservation) for any booking changes 90 days or more prior to the departure date, and which require the issue of a new Confirmation of Reservation Completed or invoice including, but not limited to, changes in dates, room type and diving program.

Liability Release & Assumption of Risk

Neither Kids Sea Camp, any of its agents, employees, officers, volunteers or partners can be held liable for and will not be responsible for personal injuries, property damage, or wrongful death that may occur during activities, as a result of the inherent risks associated with scuba diving or as a result of acts or omissions of other third parties. Scuba diving requires a certification from a recognized dive agency such as PADI, NAUI, SSI or others. It is your responsibility that you are suitably qualified, and provide proof of such qualification, to participate in any scuba activities prior to you taking part. Such activities include all activities other than PADI Open Water Diver.

Unforeseen events

If departure of your trip is not advisable - or may be dangerous to the life or health of the passengers or to the operation, due to conditions such as: bad weather, perils of the sea, Acts of God, political incidents, force majeure - then the operator has the sole discretion to delay or cancel the trip.

Likewise during the trip, if bad weather or force major events occur that make it inadvisable for passengers to land or for the operator to provide services, then the operator shall have the right to delay or postpone services until conditions allow, and to make adjustments to the itinerary that may include cancellation of trip, or select activities. In accordance with the industry norm, cancelled cruises and vacations should entitle you with trip insurance purchased to a full refund of monies paid. In the unlikely event of a trip being cancelled due to insufficient reservations we will alert you to this as soon as we become aware. In these circumstances we will take all reasonable steps to ensure you receive an alternative and comparable vacation.

Political unrest

If there is any political unrest, military conflict, flight cancellations, or any other risk to customers or vessels due to political unrest, then Kids Sea Camp has the right to cancel vacations to this destination. In this event, we will re-route your trip to another destination at no extra cost. However, in these circumstances we are unable to consider this justification for you to cancel your trip, and will therefore not be able to authorize any refund or compensation in this event. If you wish to cancel your trip you will need to contact your trip insurance company for compensation.

Miscellaneous terms

If there are any changes to the details supplied to us by you it is your responsibility to inform Kids Sea Camp as soon as possible. In particular we will not be responsible for problems or services not being provided due to or arising from your failure to adhere to instructions in our correspondence e.g changes to your transfer information, your failure to satisfy permit documentation requirements, provide medical forms or physician approval for activities where medical condition exists, or lack of completing, omitting or providing information, signed waivers, terms and conditions forms or any other requested information.

All rates are quoted inclusive of taxes unless otherwise stated. Our prices reflect operator / supplier prices and are therefore **subject to changes that they may make without prior notice**. We will inform you of such changes as soon as possible.

Please note that the number of dives or activities we quote in our packages is a best estimate based on normal circumstances, not a guarantee. Circumstances may arise during vacations (weather, illness, personal choice) where the total number of activities or dives done is less than the number we estimate. There will be no refunds in these circumstances.

It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit.

We will do our best to correct errors and omissions on our web site as quickly as practicable after being notified of them. However because of the technology that is required in operating web site content there may be times when obvious errors occur.

For example, very occasionally, this may result in a package price, product or other detail displayed or presented on our website being incorrect. In this case we will do our best to correct the terms or revise them to satisfaction, however Kids Sea Camp cannot and will not be held liable.

Links to other websites

Kids Sea Camp has no responsibility for the content of other third party websites of which links appear on any of our websites or for the actions / inactions of the owners/operators of such sites. We make no representations or warranties in relation to such sites or any packages or services provided on or through those sites or the providers of those services.

Kids Sea Camp has been providing fun, safe and successful family scuba adventures since 2000. Our experience is our guarantee. With a 70% repeat client base, the products and services we represent can speak for themselves. We invite you to review our client comment section, and ask that after your Kids Sea Camp experience, you will contribute to the many family experiences shared.

By my submission of the Kids Sea Camp application and any payments made either in part or full, I acknowledge and understand all the above stated herein and have read and agree to the terms and conditions that have been provided to me by Kids Sea Camp.

Refusal to Transport

Kids Sea Camp, Inc. (also herein referred to as KSC) shall have the right to refuse or cancel at any point, any Passenger or reservation for the following reasons, KSC will not refund or cover any cost or expenses incurred for termination or refusal of vacation arrangements including but not limited to any of the following reasons:

- A) Breach of Terms & Conditions – Failure by Passenger to comply with the Rules of the Terms and Conditions.
- B) Government Request or Regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.
- C) Force Majeure and Other Conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond KSC control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
- D) Any falsified information- Failure to provide correct ages of children for appropriate programs, falsified information on forms or waivers.
- E) Proof of Identity, Diver certification card for dive package requested. Medical approval from doctor for any medical condition discovered or disclosed for any participant that is engaging in any land or dive activities included or provided in KSC package. – Whenever a Passenger refuses on request to produce documentation satisfactory to KSC.
- F) Failure to Pay – Whenever a Passenger has not paid the charges in full for services required for travel, late payments, multiple returned checks,
- G) Across International Boundaries – Whenever a Passenger is traveling across any international boundary if:

1) Visas & Passports:

You are responsible for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. Non-U.S. citizens must consult with appropriate consulates to determine if any visas are needed and are responsible for obtaining all visas and entry documents independently. KSC is not responsible for providing you with specific visa and passport information or documentation, and KSC cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation. All passengers traveling internationally are required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling, as many countries require blank pages. Multiple-entry visas are required for some vacations. It is your responsibility to verify all visa and passport requirements.

- 2) Kids Sea Camp will not be held responsible for any passenger prevented from traveling by an airline for lack of documentation or any other airline delay or cancellation of transportation. Kids Sea Camp highly recommends trip cancellation and interruption insurance.

H) Safety – Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or staff, including but not limited to:

- 1) Passengers whose conduct is disorderly, offensive, abusive, or violent in person or over the telephone;
- 2) Passengers who fail to comply with or interfere with the duties of the employees, staff of Kids Sea Camp, operators, instructors or other resort personnel.
- 3) Passengers who verbally or physically assault any employee of Kids Sea Camp Inc. operators, instructors or other resort personnel.
- 4) Passengers who, through and as a result of their conduct, cause a disturbance or unsafe conditions for themselves or others.

- 5) Passengers who knowingly provide misinformation regarding children's ages and birth dates for age appropriate programs. Kids Sea Camp reserves the right to request birth certificates and/or passports as proof of age for all children.
- 6) Passengers who appear to be intoxicated or under the influence of drugs to a degree that the Passenger may endanger themselves or others.
- 7) Passengers wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons, or transporting, carrying, or are under the influence of any illegal substance.
- 8) Passengers who appear to have symptoms of or have a communicable disease or condition that could pose a direct threat to the health or safety of others.

Participation: For the benefit of everyone on your vacation, KSC reserves the right to accept or reject any vacation participant and to remove any participant whose conduct is deemed incompatible with the interests of the other participants. KSC will not refund or cover any cost or expenses incurred for termination of vacation arrangements due to unacceptable behavior.

- 1) Young Travelers- Travelers who are under 18 years old on the departure date must be accompanied and supervised by an adult throughout the vacation and must share an adult's accommodation.

Travelers Who Need Special Assistance on Dive and Eco Tours

You must report any disability requiring special attention while on tour at the time the reservation is made. KSC will make reasonable attempts to accommodate the special needs of travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. KSC cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motor coaches, boats and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well being. Not all operators can accommodate wheelchairs and some locations and activities require extensive physical abilities such as swimming, standing, sitting or walking. KSC is not responsible for any missed activities due to a participant's inability to participate with the group. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services, including transfers and dive boats, are not equipped with wheelchair ramps. With prior permission and waivers, we will attempt to accommodate depending on the suitability of the itinerary. International dive tours and/or eco-adventures are not generally suitable for travelers who need special assistance.

Price Policy:

All vacation prices are based on rates (reflecting foreign exchange rates) known at the time of publication and expected to be in effect at the time of departure, and do not include airfare except where noted. Vacation prices are per person, based on double occupancy. Single room supplements and triple and quad room reductions are listed where applicable. Not all accommodation types are available on all vacations.

Prices are subject to increase without notice, subject to the guarantees set forth below.

Once KSC has received your **full** payment for any vacation that land or air vacation price is guaranteed and you are protected against any land price increase due to currency surcharge. Any subsequent cost increases are at KSC's expense, **not including fuel increases and/or any government or airline tax increases.**

Air-inclusive vacations are guaranteed when KSC has received **your full** land and air payment including taxes. KSC reserves the right to ticket bookings upon receipt of full land and air payment thus any subsequent changes made at your request or late payments are subject to airline-imposed change fees and/or changes in airfare price, which are your responsibility to pay. Air is only available to passengers traveling from the United States and only available when booked in conjunction with the land vacations to Palau or Fiji with Kids Sea Camp. All payments are nonrefundable and no credits for non use or no-shows will be provided.

Vacation destination packages inclusions, schedules and itineraries are subject to modifications without notice.

Accommodations:

The accommodations listed on the Web site and in literature provided are intended to be reserved as requested; however, if a change becomes necessary for any reason, including hotel location changes, the accommodations substituted will be equivalent to those shown. Every effort is made to reserve requested rooms. No particular room number will be guaranteed. Additional nights in conjunction with seven-day tour may result in room changes. Please note that accommodation check-in times vary worldwide.

Not Included in the Vacation Price:

Federal inspection fees for the Federal U.S. Customs and Immigrations; International Air Transportation tax; agricultural tax; other per person taxes imposed by government entities; airport taxes and fees including the September 11th Security fee up to \$10 per person, passenger facility charges up to \$18 per person, Federal domestic flight segment fees up to \$3.50 per segment, and U.S. and International arrival and departure and other government-imposed fees between \$200 - \$375 per person; port taxes; passports; visas and vaccinations; tips to your Tour guides or Dive Staff, Local Host, driver, Local porters and/or crew;

telephone charges; minibar; alcohol, beverages, and food outside of the contracted KSC menu as presented. Optional excursions; airport transfers on non-qualifying arrival days; portage at hotels or airports; Travel Protection; baggage fees; and all other items of a personal nature. Adult dive gear is not included on any tour.

Safety:

Please be aware that during your participation at any Kids Sea Camp destination event, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. KSC will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While KSC will use its best efforts to ensure the adequate measures are taken, by agreeing to participate in a tour and/or optional excursions you agree that you will hold KSC harmless regarding any provision of medical care or the adequacy of any care rendered.

Photographs or Pictures:

Photographs or pictures appearing on the web site should be used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Maps shown on the vacation pages are current at the time of printing and may not reflect the actual tour routing should the itinerary change. Throughout Kids Sea Camp events and vacations all participants are photographed and will be provided with online photo gallery access as well as select destination complimentary DVD. Unless otherwise notified in writing that a participant does not wish to be photographed, Kids Sea Camp reserves the right to use all or any images taken of participants for promotional purposes including but not limited to: Kids Sea Camp websites, sponsor websites, and brochures, banners, posters and other promotional literature.

All Excursions & Activities:

The air carriers, accommodations, and other suppliers (referred to as "the Suppliers") (including but not limited to trains, cruises, ferries, motor coaches, hotels, and restaurants, tubing, zip-lining, whitewater rafting, horseback riding, sailing, etc) providing optional activities and excursions ("the Services") in the area of the vacation itinerary that are available are not run, supervised, or controlled in any way by KSC, staff, agents or employees. These services are provided by local operators or other third parties that are entirely independent of KSC, which has no control and has no right of control over the operations of these independent contractors.

Additional/optional activities or excursions purchased on location do not form any part of the product or services sold to you by KSC or of these Terms & Conditions, even where KSC suggests particular operators/other third parties and/or assists you in booking such activities or excursions. Your contract for such activity or excursion will be with the organizer or operator of that activity or excursion and will be subject to its Terms & Conditions, which may contain exclusions or limitations of liability. KSC has no liability for any such activity or excursion or for any act(s) or omission(s) of the organizer or operator or for any of its employees or agents or any other person(s) connected with the activity or excursion.

Any advice or assistance on or with any activity or excursion provided by any local representative does not mean or imply that the activity or excursion is sold, supervised, or controlled by KSC or that any such advice or assistance is given on behalf of KSC. Vacation participants are asked to check with the operator of any activity or excursion and the applicable Terms & Conditions before booking.

Responsibility:

Kids Sea Camp, Inc., ("the Company") is an independent company licensed to arrange dive and eco vacation services offered on its Web site, including transportation, diving, sightseeing, and accommodations through independent contracts.

Air carriers, accommodations, and other suppliers (including but not limited to dive operators, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the Company or its affiliates. All certificates and other travel documents for services issued by the Company are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, the Company's maximum liability is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

The Company reserves the right to accept or reject any person as a vacation participant; to expel any participant from the vacation; to make changes in the itinerary whenever the Company deems it necessary for the comfort, convenience, or safety of the participants; and to cancel a vacation at any time.

The vacation participant agrees that neither the Company nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator under the Travel Protection Plan, or any other person.

Arbitration against the Company must be commenced within one year following the date of tour completion. Neither the Company nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages.

No person, other than an authorized representative of the Company by a document in writing, is authorized to vary, add, or waive any term or condition on its Web site, including any term or condition set forth in the preceding provisions.

Any dispute between the vacation participant and the Company directly or indirectly relating to the Terms & Conditions shall be first submitted to mediation at Columbia, South Carolina, before a mediator mutually agreed to by the parties. If mediation is not successful, the dispute must be resolved by binding arbitration under South Carolina law before the Judicial Arbitrator Group. The prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in the State of South Carolina.