

# Tour Participant Agreement



RED EYE MANAGEMENT, INC.DBA/ RED EYE BREAKS TOUR PARTICIPANT AGREEMENT

**SPRING BREAK OPERATOR-** Red Eye Management, Inc. DBA/ Red Eye Breaks, 1501 Conshohocken State Rd, Gladwyne, PA 19035 has arranged the vacations advertised in this brochure. Red Eye Management, Inc. DBA/ Red Eye Breaks (REM/REB) acts as spring break agent. Telephone: 1-610-526-2801 and Fax 1-610-526-2807.

**PACKAGE PRICE:** Please see brochure/flier/website/confirmation/invoice for all package inclusions. All printed rates are based on August 15<sup>th</sup>, 2007 and are subject to change at anytime. Current rates available via [www.redeyebreaks.com](http://www.redeyebreaks.com) and or by calling Red Eye Breaks at 610-526-2801. Hotels, departure cities, and departure dates are listed on your Trip Confirmation and are incorporated in this agreement by reference. All land only and hotel only packages do not include airfare or ground transportation unless otherwise noted in writing. Package prices are based on current rates, and **are subject to change at any time prior to departure without notice due to fuel surcharges and related increases, changes in government taxes, fees or currency fluctuations, class of service on commercial scheduled airlines etc. Such surcharges will be assessed no later then 10 days prior to departure and must be paid by all passengers, regardless of whether or not account has been paid in full.** Reservations received after early incentive dates are subject to price increases described in brochure/flier/website/confirmation/invoice. \_\_\_\_\_ Initial

**RESERVATIONS/PAYMENTS:** Make \$100 per person deposit payable to Red Eye Management, Inc. Deposit and signed reservation form are required in our office by reservation due date to secure reservation. Final payment is due January 4<sup>th</sup> 2008. Payment in full must accompany any application received after January 4th or less than 45 days before departure, whichever is earlier. Accounts not paid in full by due date will be automatically canceled without notice. Accounts may be reinstated subject to availability and a \$50 per person reinstatement fee & may/will not be entitled to special promotions or incentives. Upon receipt of deposit, a confirmation/invoice will be sent to you or your Travel Agent. Receipt of deposit by REM/REB constitutes acceptance of these terms and conditions. There is a \$75 service charge for all checks/charges returned to REM/REB for any reason. All credit card payments must be accompanied by a signed Universal Credit Card form. VISA, MC, Discover, and American Express are accepted and all credit card payments will constitute acceptance to the REB NO CHARGE BACK POLICY. \_\_\_\_\_ Initial

**Final Trip Documents:** Final Trip Documents will not be sent until full payment and a signed Tour Participant Agreement (available at [www.redeyebreaks.com](http://www.redeyebreaks.com)) have been received in our office from all passengers on the reservation. For Itineraries that do not require paper airline tickets you must print your travel vouchers. Expect final travel documents 5 to 7 days before travel departure date. \_\_\_\_\_ Initial

**Departure Taxes/Fees:** All U.S. and foreign departure taxes and fees are due with final payment (Barbados departure taxes are payable upon departure from Barbados). In the event that departure taxes cannot be pre-paid by tour operator, tour participant must pay all taxes and will receive a refund following the tour. Tour Participant is responsible for any changes in government taxes and fees.

**Dishonored Checks & Credit Card Payments:** There is a \$75 service charge for all checks/charges returned to REM/REB for any reason. All credit card payments must be accompanied by a signed Universal Credit Card form. VISA, MC, Discover, and American Express are accepted and all credit card payments will constitute acceptance to the REB NO CHARGE BACK POLICY. Only one tour packages may be charged per card. Card Holders agree to waive all charge back rights. If presented with a charge back REM reserves the right to pursue legal action against the cardholder.

**CANCELLATIONS: ALL PAYMENTS ARE NONREFUNDABLE** (except as otherwise provided in this agreement), unless you are able to find a replacement, at which time a full refund less a \$50 per person

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administrative fee and any airline-imposed fees will be issued. If your roommate(s) cancels, you and your remaining roommate(s) must pay applicable occupancy surcharges prior to the departure date.

## **TRAVEL PROTECTION PLAN: OPTIONAL TRAVEL PROTECTION FOR CANCELLATION, DELAY, HEALTH, ACCIDENT, AND BAGGAGE IS STRONGLY RECOMMENDED.**

The Standard Travel Protection Plan will automatically be added to all trip invoices. A copy of the relevant travel protection policy is available from REM/REB upon written request or online at [www.redeyebreaks.com](http://www.redeyebreaks.com). You may decline the policy by indicating so on your final payment voucher and/or by not including the payment with your final payment.

**CHANGING YOUR RESERVATIONS:** There is a \$100 per person fee (plus any airline-imposed fees) for changing your reservation in any way once deposit has been received by REM/REB. For the purpose of this paragraph, adding passengers to an existing reservation will not be considered a change.

**SECURITY DOCUMENTATION:** U.S. Citizens are required to carry proper documentation of U.S. citizenship. Foreign nationals must consult their local consulates for documentation requirements. Children under 18 years of age must carry a notarized letter of consent signed by both parents and legal guardian for travel outside the US. U.S. citizenship documentation requirements are subject to change without notice. No refunds will be issued for passengers who are denied boarding for failure to obtain proper citizenship documentation.

**SECURITY DEPOSIT:** Hotels may require up to a \$100 per person cash security deposit at check-in. This will be refunded upon checkout provided that there are no charges or damages to your room. Tour participants traveling to Florida destinations must include \$25 per person security deposit with final payment. This deposit less \$3 per person housekeeping charge will be mailed to you or your travel agent within six weeks of tour completion.

**UNUSED TOUR SERVICES:** No refund will be issued for unused accommodations, flights, or tour services if the tour participant leaves the tour for any reason.

**AIRCRAFT, FLIGHT SCHEDULES AND DELAYS:** Public charter air services are provided by Allegro Airlines, American Trans Air, Champion, Falcon Airlines, Hooters, Miami Air Int'l, Mexicana, North American, Northwest Airlines, Omni Air Express, Pace, Planet Airways, Southeast, Sun Country, Transmeridian Airlines or World Airways. Public charters are operated by SST, SC, STS, WCV, ATA Vacations, Apple Vacations, GWV, TNT, Funjet, and Vacation Express. Scheduled air services are provided by Air Jamaica, Continental, US Airways, American Airlines, Air Tran, Northwest, Delta, and Southwest. REM/REB and the airline reserve the right to substitute any duly-licensed air carrier and/or to change aircraft type, routing and do not guarantee single plane or nonstop service.

**FLIGHT DELAYS:** Flight delays are unfortunate, but are an inherent risk in air travel. Flight delays, missed nights accommodations and expenses incurred due to flight delays, and missed connections to/from charter flights are beyond the control and responsibility of REM/REB.

**FLIGHT SCHEDULES/CHANGES:** Flight times are not guaranteed and may affect actual length of time in vacation destination on travel days. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with operator's option plan as set forth at the bottom of this agreement. Therefore, it is the sole responsibility of the tour participant to reconfirm both outbound and return flights.

**LUGGAGE RESPONSIBILITY:** Air carrier liability for loss, damage, or delay to luggage is limited to the actual proven value of such luggage, but not more than \$9.07 per pound for checked luggage and \$400 for unchecked luggage on international flights, unless you declare a higher value and make additional payment prior to departure. REM/REB does not accept liability for luggage or personal property. The REM/REB Travel Protection Plan provides additional coverage for luggage.

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**OPERATOR CANCELLATION:** If REM/REB must cancel the charter: REM/REB will notify you in writing within 7 days of the cancellation, but in no event later than 10 days before the scheduled departure date. In the event of complete cancellation, REM/REB's only liability will be to refund, within 14 days of the date of cancellation, all moneys paid. REM/REB as charter operator may not cancel the charter less than 10 days before the scheduled departure date, except for circumstances that make it physically impossible to perform the charter trip.

**CUSTOMER SERVICE:** If you require assistance in any way while on your tour, you must notify our on-location staff who will make every effort to accommodate you. Under no circumstances will REM/REB reimburse you for long-distance phone calls or other out of pocket expenses. If the matter cannot be resolved, please write our Customer Service Department within 30 days of the completion of your tour. Failure to write to tour operator within this 30-day time period will release REM/REB from all claims and liability.

**MAJOR CHANGE:** In accordance with Part 380 of the DOT's Special Regulations, the applicable major changes are as follows: (1) a change in departure or return dates of more than 48 hours (unless the change results from a flight delay experienced by the carrier), (2) a change in origin or destination city for any flight leg other than a change in the order in which cities are visited, (3) a substitution of any hotel that is not named in the operator-participant contract; and (4) a price increase of more than 10% occurring more than 10 days prior to departure. If REM/REB becomes aware of a major change 10 or more days prior to departure, REM/REB will notify tour participants within 7 days of first knowing of such a change. If REM/REB should become aware of a change within 10 days of departure, it will notify tour participants as soon as possible. Upon receiving notification of a major change, tour participant may cancel in writing within seven days, but in no event later than the date of departure, and receive a full refund within 14 days of REM/REB receipt of notice of your cancellation. If REM/REB gives tour participant notice of change after departure, the participant may decline to accept the change and be sent a refund for the portion of his or her payments allocated to the hotel accommodations or transportation not provided within 14 days after scheduled return date. In either case, REM/REB shall have no further liability to the tour participant.

**DISPUTES:** Any controversy or claim arising out of or relating to this Agreement in any manner whatsoever, or breach thereof, shall be resolved by BINDING ARBITRATION by a single arbitrator in accordance with the Rules of the American Arbitration Association. The location of such arbitration shall be the principal office of Red Eye Management, Inc. located in the Commonwealth of Pennsylvania. The decision of the arbitrator shall be final. Judgment upon any award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

**OPERATOR'S OPTION PLAN:** All trip dates have been set to coincide with your Spring Break. REM/REB reserves the right to use Friday, Saturday, or Sunday departures. The following are considered "co-terminal" airports; New York (Newark, LaGuardia and JFK), Baltimore/Washington (BWI, Reagan National and Dulles), Syracuse/Rochester (SYR/ROC), (CVG/DAY), Orlando (Sanford/McCoy) and Cincinnati/Dayton (O'Hare and Midway) can be substituted for each other. Your airport and final trip dates will be assigned no later than 10 days prior to the departure date. Land changes: The tour operator reserves the right to substitute equivalent accommodations when necessary. Your final trip dates will be assigned at least 7 days prior to departure.

**Alcohol/Controlled Substances:** The legal drinking age in Mexico, Jamaica, Barbados and the Bahamas is 18. In Florida and Texas the drinking age is 21. REM/REB does not condone the use of alcohol by those under the legal drinking age and in no way encourages or condones intoxication. REM/REB has relationships in all destinations with subcontractors who sell optional packages to our travelers. Some of these packages may make alcoholic beverages available. If you choose to drink, we urge you to do so responsibly and remember that the excessive use of alcohol can result in injury, death or severely impaired judgment. Controlled substances are illegal. REM/REB in no way can be held responsible for misuse of a controlled substance or alcohol.

**MISCELLANEOUS:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, with postage prepaid, to REM/REB and the tour participant at the addresses set forth in this agreement. Any such notice shall be deemed to be received when delivered or within three (3) business days after it is mailed. The validity and construction of this agreement or any of its provisions shall be determined under the laws of the Commonwealth of Pennsylvania. The invalidity or enforceability of any provision of this agreement shall not affect or limit the validity and enforceability of the other provisions hereof. This agreement contains the entire understanding between the parties hereto and supersedes

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any other oral and written agreements or understandings between them. Except as otherwise provided for in this agreement, no modification or addition hereto or waiver or cancellation of any provision shall be valid except by a writing signed by the parties. This agreement shall bind and inure to the benefit of the parties, and their respective successors and assigns or personal representatives. REM/REB may assign this agreement without the tour participant's permission. The tour participant may not assign any part of the benefits of this agreement to another party without REM/REB express written permission.

## **ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY:**

**I. RESPONSIBILITY:** I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER REM/REB NOR ITS OWNERS, EMPLOYEE, OFFICERS OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT REM/REB NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD REM/REB RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, REM/REB IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF REM/REB/REB, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT AS "ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY".

**II. ACKNOWLEDGMENT OF RISK:** I understand and acknowledge that my travel in connection with and participation in the travel or Vacation Package ("Vacation Package" or "Trip") arranged at my request by REM/REB may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death which can result from my irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of REM/REB or the negligence or participation of other participants, contractors and/or subcontractors to REM/REB. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip.

**III. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of REM/REB.

**IV. RELEASE OF LIABILITY:** In consideration of the services and arrangements provided by REM/REB, I, for myself and for my heirs, personal representatives or assigns, do hereby release,

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waive, discharge, hold harmless and agree to indemnify REM/REB, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF REM/REB/REB.

**V. EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES:**

Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against REM/REB, its owners, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.

**VI. MEDICAL AUTHORIZATION:** I hereby authorize any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

**VII. MEDICAL EXPENSES:** I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.

**VIII. SEVERABILITY:** I agree that if any term set forth in this "ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY" is found to be unenforceable, all other terms set forth in this "ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY" are severable from the terms that are invalidated.

**IX. CONFLICT:** In the event of any inconsistency or conflict between the terms of this "ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY" and any terms or conditions otherwise applicable to the Trip, the terms of this "ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY" shall prevail.

**ACKNOWLEDGEMENT:** MY SIGNATURE BELOW, PROVIDED EITHER ELECTRONICALLY OR IN HANDWRITTEN FORM, INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS DOCUMENT AND I ACKNOWLEDGE THAT IT AFFECTS MY LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS. MY SIGNATURE ALSO SIGNIFIES MY INTENTION TO RELIEVE AND INDEMNIFY REM/REB, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHICH I MIGHT SUFFER DURING MY PARTICIPATION IN THE SCHEDULED VACATION PACKAGE.

Name \_\_\_\_\_

Customer # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ the above signed must be at least 18 years of age at time of signing.

I authorize Red Eye Breaks to discuss my account information with my parent/s.  
\_\_\_\_\_ (Parent/s Name)

If tour participant is under the age of 18 years at the time of signing this contract, their parents or guardian must sign on his/her behalf in space indicated below. I approve of my minor child/dependent going on this trip and I agree to all the terms and conditions as stated in this document.

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_