

TERMS AND CONDITIONS

MAXIMUM TOURS, is acting solely as agent for the suppliers who provide all accommodations, transportations and other services for the Trip. (Hereinafter the "Suppliers.") Booking a trip with Maximum Tours involves an agreement between the signor of this reservation form (Hereinafter the "Passenger") and where the Passenger is under the age of 18, the agreement includes the custodial parent or legal guardian who signs this reservation form, and the Suppliers. The Suppliers are independent parties, over which Maximum Tours exercises no control. The travel services and other services provided are subject to the conditions imposed by the Suppliers and their liability is limited to tariffs, condition of carriage, tickets and vouchers and international conventions and agreements. The Passenger acknowledges and agrees that Maximum Tours is not in any way liable for personal injury, property damage, inconvenience, loss of time or loss arising out of the act, omission or negligence of any direct air carrier, motor coach company, hotel or any other Suppliers in conjunction with the Trip. Furthermore, the passenger acknowledges and agrees that Maximum Tours is not in any way responsible for any injury, damage or loss due to reason of theft, accident, mechanical breakdown, government action, weather, failure to make timely payments, or any other reason beyond the control of any Suppliers in conjunction with the Trip. When booking the Trip with Maximum Tours the Passenger acknowledges and understands that the Trip and its related activities are ORGANIZATION SPONSORED (i.e. organized and sponsored through a school, group or club) and as a result decisions regarding, but not limited to, tour itineraries, participants, accommodations, meals, roommates and costs will be made by the sponsoring organization or its representative (Hereinafter the "Trip Planner") on the Passenger's behalf. The permission and signature of a custodial parent or legal guardian is required for all participating Passengers under 18 years of age. **MAXIMUM TOURS, STAFF ARE NOT CHAPERONES.**

GROUP CREDIT CARD PAYMENTS: Maximum Tours will ONLY accept individual full per person payments when paying with credit cards. No individual per person deposits will be accepted or processed.

GROUP CANCELLATIONS AND REFUNDS: ONE-DAY TRIP cancellations made from the first deposit to 45 days prior to departure are subject to a cancellation fee of \$150.00, plus any out of pocket expenses or penalties incurred by Maximum Tours on behalf of the group. Individual cancellations are subject to a pro-rated cost of the chartered motor coach charges and meal, admission and quide fees where applicable unless the space is resold. Cancellations made 2 weeks prior to departure and including no-shows on date of departure are completely non-refundable. OVERNIGHT TRIP cancellations made from the first deposit to 45 days prior to departure are subject to a cancellation fee not to exceed such deposit plus any out of pocket expenses or penalties incurred by Maximum Tours on behalf of the Passenger. Cancellations made within 45 and 35 days prior to departure will incur a \$25.00 per person cancellation fee plus any expenses imposed on the Trip or Maximum Tours. All cancellations made less than 30 days prior to departure and including no-shows on date of departure are completely non-refundable. No refunds can be made for unused portions of the tours or by an individual tour participant on one-day or overnight trips.

TOUR CANCELLATIONS AND RESPONSIBILITIES: Maximum Tours, reserves the right to cancel any Trip in its sole discretion. Should Maximum Tours, Inc., cancel a trip, Maximum Tours, shall have no responsibility beyond the refund of all monies paid by the Passenger, which shall be deemed to constitute full settlement. Maximum Tours, Inc., hereby expressly reserves the right to change the Trip destination if deemed necessary by Maximum Tours with or without prior notice to the Passenger. Once travel has commenced, Maximum Tours cannot assume responsibility for any refunds, losses, costs or expenses arising out of injury, accident or death, loss of or damage to or delay in connection with baggage or other property, delay inconvenience, upset, disappointment, stress, frustration or loss of enjoyment or loss of holiday time resulting from: a) the act of fault or omission by any party; b) whole or partial shut-down or service providers, mechanical breakdown, government action, war, terrorism, revolutions, Home Land Security Alerts, crowds, labor disputes, construction, elements of nature, weather, closure of access routes, the inability of transportation companies to obtain fuel, render it impossible or dangerous to obtain transportation, acts of God, strike, health quarantine, epidemics or any other action beyond Maximum Tours, Inc.'s control; c) the Passenger's failure to provide documentation necessary for the journey to return to Country of Origin; d) being denied access to aircraft due to contravening the airline's conditions of carriage; e) being held by Government direction or security or law enforcement agency; f) the Passenger's missing connections or failing to follow the directions of Maximum Tours or it's representatives; g) the need for Maximum Tours to change itineraries, accommodations or services, provided that every effort is made to supply the most comparable available substitutes. No refunds will be issued for any unused tour or air service.

DOCUMENTATION: It is the Passenger's responsibility to determine which documents are required for domestic or international travel. Passengers will be denied boarding by the carrier or refused entry into the destination if required documentation

is not present. No refunds will be made because of insufficient or lost documents. Any costs associated with vacating the tour or retuning to the original departure point, will be the Passenger's responsibility.

NOTICE TO PASSENGERS: Passengers should be aware that different living standards, practices and different conditions with respect to the provision of utilities, services and accommodations may exist in other destinations.

ROOM OCCUPANCY POLICY: It is the responsibility of the Trip Planner to fill each room to maximum occupancy based on price. If a cancellation by one or more Passengers changes the occupancy of an assigned room, leaving rooms filled below maximum occupancy, it is the Trip Planner's responsibility to reassign room to maximum occupancy. Rooms may consist of any combination of the following: a king bed, a queen or double bed, two queen or double beds, a pull-out couch, twin bed, cot, air mattress or bunk beds. In some accommodations there may be shared washroom and/or shower facilities. Additional fees may be required for cots, refrigerators or cribs. These fees are the Passenger's responsibility.

PRICE INCREASES: Costs are dependent on fuel costs, rates of exchange, seasonal demand and other factors. Should costs increase, Maximum Tours reserves the right to increase Trip price.

DAMAGES: Passengers in each room are responsible for damages in their respective rooms as well as any unpaid room service bills and incidentals. Common area damage will be paid for by the entire group unless damage is associated to specific passengers. Common areas are defined as: hallways, stairwell, lobbies, elevators, etc. Accommodations can also hold the group responsible for the cost of extensive cleaning of the property. Passengers are also responsible for any damages made to the motor coach.

PASSENGER RESPONSIBILITY: Care and custody of Passengers and their property shall be that of the Passenger at all times. Baggage is at the Passenger's risk throughout the Trip. You may be required to sign a conduct letter upon arrival at your destination outlining what our Suppliers, the sponsoring organizations, and Maximum Tours expect from you while travelling. Misconduct could result in being evicted from the Trip. If a Passenger endangers his/her safety or the safety of others, they may be evicted from the trip. Passengers who are evicted from the Trip in any way and for any reason are responsible for any associated costs and arrangements to return home and will not receive a refund. Maximum Tours reserves the right to decline or evict any Passenger from participating on the Trip at any time either before or during the Trip, for any cause.

INSURANCE: Maximum Tours strongly recommends purchasing comprehensive trip insurance. Maximum Tours offers comprehensive insurance through Access America. For further information contact Maximum Tours.

ACCOMMODATIONS: Every effort will be made to ensure that the accommodations will be provided as advertised. Maximum Tours reserves the right to substitute accommodations pending availability at the time of deposit and signed contract are received by Maximum Tours. Passengers also acknowledge that accommodations selected may be undergoing construction or renovations during the Trip. Maximum Tours will not issue a refund or discount for such case.

RELEASE AND INDEMNITY: In consideration of Maximum Tours acceptance of this signed contract for the Trip and any activity associated therewith, the Passenger, any Passenger under the age of 18, and the custodial parent or legal guardian of any Passenger under the age of 18 releases and forever discharges Maximum Tours its officers, directors, employees, successors, assigns, agents, and Suppliers from any and against all claims, costs, expenses and demands in respect to death, injury loss or damage to his/her person or property wheresoever and howsoever caused, arising out of or in connection with the Trip or any activity associated therewith notwithstanding that the same may have been contributed to or occasioned by any act or failure to act, including without limitation negligence of Maximum Tours any one or more of its officers, directors, employees, successors, assigns, agents and Suppliers from any and all claims, costs, expenses and demands in respect to death, injury, loss or damage to his/her person or property wheresoever and howsoever caused, arising out of or in connection with the Trip or any activity associated therewith. Passengers under the age of 18 and custodial parents or legal guardians for Passengers under the age of 18 further agree that this release and indemnity shall bind his/her personal representative, heirs, executors, administrators and assigns.

INTERPRETATION: The provisions contained herein constitute the entire contract between Maximum Tours and the Passenger, Passengers under the age of 18 and the custodial parent or legal guardian of Passengers under the age of 18. Sending in a deposit for your trip acknowledges that the forementioned parties have hereby read the contract or been given a reasonable opportunity to read and understand this contract.

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