

TERMS & CONDITIONS

IMPORTANT!!!!!! You must read these terms and conditions, then print and sign the last page bottom of this form and return with your deposit check.

SPRING BREAK SERVICE AGREEMENT TERMS:

SMW Enterprises Inc, located at 113 McHenry Rd., Buffalo Grove, IL 60089, dba HighSchoolVacations.com, herein referred to as HSV, has arranged the vacation packages described in this brochure/flier/invoice/website/confirmation. All checks or money orders are to be payable to High School Vacations. Subject to the terms of this Services Agreement, (the "Services Agreement" or "Agreement"). HSV and its Licensors make available online information and services to HighSchoolVacations.com customers. By signing the bottom of this form, you are indicating that you are bound by all of the terms in this Agreement. The term "using" means the use and availability of, access to, transmission to or from or any exchange of information or communication in connection with or arising from the Site(s). You may print and keep a copy of this Agreement. HSV may change the terms in this Agreement at any time. Any changes will appear in this document, which you can access at any time by returning to this page. It is your responsibility as a user to refer to the terms on accessing the Site(s). Changes will be effective the day after first posting to the Site(s) and you will be deemed to have accepted any change if you continue to access the Site(s) after that time.

PACKAGE PRICES/INCLUSIONS:

View our Brochure/Flyer/Invoice/Website/Confirmation for Package Inclusions. All package inclusions are subject to the terms and conditions contained herein. Unless indicated otherwise in our brochure/flier/website/invoice/confirmation, land only packages, hotel only packages, and cruise packages may not include transportation. Package prices are based on current rates at time of booking, and are subject to change, without notice, due to, but not limited to increases in airline fuel, available class of service with airline, government taxes/fees, etc. Any fuel related increases and/or changes in government taxes/fees will be assessed at least 10 days prior to departure and must be paid by all passengers, regardless of whether account is paid in full or not. Certain items (i.e. T-shirts, back packs, discounts, etc) are subject to change at suppliers' discretion, and any change will not require a refund or credit by tour operator or its agents. All vacation participants traveling with HSV, understand these packages are both directed and geared toward high school students who are flexible with somewhat flexible travel plans.

RESERVATIONS AND PAYMENTS:

A \$300 per person deposit is required to make your reservation. A second \$300 payment is due 160 days prior to departure. The final payment is due 100 days prior to departure. Payment of your deposit constitutes full acceptance and understanding of HSV's terms and conditions. Any change to your reservation once under deposit, will result in a \$75 HSV fee per person, plus any additional costs by suppliers. Reservations not paid in full on time are subject to cancellation, and all cancellation penalties will apply. Late payments also risk loss of first choice of hotel/flight, as well as possible late fees starting at \$50 per person. The first two deposit payments are payable to HSV by check only. The final payment can be paid by check or credit card.

You agree to pay or have paid all fees and charges incurred in connection with your reservation. If you pay by credit card or other payment instrument and HSV does not obtain full payment, you agree to pay all amounts due upon our demand. You are responsible for any fees or charges incurred by you for any Internet access provider or other third-party service. You, and not HSV, are responsible for paying any amounts billed to your credit card by a third party, which were not authorized by you. If you provide payment for our services by a third party, and they decline to make such payment, you will still be liable for monies owed, and all legal fees we may incur from collecting such payment. Any outstanding balance due to HSV will be collected either through the vacation participant directly, or through legal services, in which the vacation participant will be responsible for their balance, and all lawyer and legal fees/charges/costs resulting from such an action. Vacation participant and HSV agree to resolve any dispute in a court of competent jurisdiction in Lake County – Illinois only. There is a \$75 HSV service fee to reinstate any reservation that has been canceled, plus any additional fees/costs from suppliers, IF space is still available. There is a \$50 fee for any check returned to HSV as insufficient funds or stop payment, and a \$15 fee for any credit card(s) that are declined more than two times for the same deposit. You are responsible for finding your own roommates. If your roommate(s) cancels, you and your remaining roommate(s) must pay applicable occupancy changes and fees due to the cancellation, prior to the departure date.

All travel documents and flight information on your trip will be available to you approximately 7 days prior to departure, BUT will not be sent until FULL PAYMENT and a signed copy of our Terms & Conditions has been received in our office from all passengers in the same room or Group Reservation. Unless your trip requires actual ticket documents, you must print your E Tickets. Actual travel documents mailed to you, could have an extra fee involved. HSV will not be responsible for undelivered or misdirected mail or email.

DEPARTURE CITIES AND AIRCRAFTS:

The following are considered Co-Terminal Airports when booking... (LaGuardia/JFK/Newark), (BWI, DCA, IAD), (ORD, Midway, Milwaukee), (Detroit Metro, City), (Orlando, Jacksonville), (Miami, FLL), (Rochester, Syracuse, Buffalo), (Cincinnati, Dayton), which means your trip can leave/depart from any co-terminal at the option of HSV. We will do our best to get you out of the airport requested, but a change in your airport choice will not constitute a reason for cancellation with refund or any compensation. All air transportation is used with either chartered aircrafts, or regular scheduled air, and we do not guarantee single plane or non-stop service. If you have any questions on our flights, please call us for further information.

BAGGAGE/LOST or DELAYED BAGGAGE:

Air carriers allow each tour participant to bring one (1) piece of luggage, each measuring no more than 62 inches and a maximum of 44 pounds, plus one carry-on bag that can fit under the seat in front of you. For delayed baggage, air carrier liability is limited. Air carriers and HSV have no responsibility, financial or otherwise, to passengers who fail to submit a lost baggage claim form to their air carrier within 24 hours of arrival. HSV assumes no liability for lost or delayed baggage. However, your Trip Cancellation and Trip Interruption Insurance has a benefit that just might help! HSV is not responsible for airline changes to their baggage policy, and advises tour participant to contact their airline prior to departure.

ALCOHOL:

The legal drinking age in Mexico and the Caribbean is 18. **HSV does not condone the use of alcohol by those under legal drinking age and in no way condones or encourages intoxication.** HSV has relationships in all destinations with subcontractors who sell optional activity packages to our travelers. Some of these packages may make available alcoholic beverages. 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 and severely impaired judgment.

PRIVACY POLICY:

Visitors to HighSchoolVacations.com are not required to provide personal information in order to gain access to our site. HSV is committed to protecting your privacy. When you purchase a travel package on highschoolvacations.com, we provide information about you to the airline, car rental agency, hotel, travel wholesaler/supplier, or other contracted third party to ensure the successful fulfillment of your travel arrangements. The information you do provide on this website will be treated confidentially. High School Vacations does not sell, rent or lease its customer lists to third parties. HSV reserves the right to access and/or disclose your personal information if required to do so by law or in the good faith belief that such action is necessary for security reasons or that disclosure is otherwise necessary or advisable. Situations may include: to perform, maintain or enforce contracts formed between HSV and its customers, to protect the rights or properties of HSV, its customers or others, or when we have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be causing interference with or damage to our rights or properties, whether intentionally or otherwise, or when anyone else could be harmed by such activities. The restrictions above will not apply in the event that you engage in certain improper conduct. Specifically, HSV shall have the right to itself use or release to third parties personally identifiable information regarding users who are suspected of having used this web site for any fraudulent purposes or having otherwise violated any law, rule or regulation. If you wish to subscribe or unsubscribe from our mailing list or need more information about the mailing list, please email webmaster@highschoolvacations.com.

HOTEL SECURITY DAMAGE DEPOSITS:

\$25-\$100 per person deposit will be collected at the hotel upon check in. This deposit is required by the hotel and refundable by the hotel at check out, if you do not damage your hotel room, or any of its property, unless otherwise stated. HSV is not responsible for any damages charged to its vacation participants, nor shall it refund any money that was not refunded to them by the hotel, due to hotel policies, theft, misplacement, etc.

FLIGHT DELAYS:

Flight delays are unfortunate, but they are a risk in all air travel and beyond the control and responsibility of HSV. Flight delays, missed night(s) accommodations and expenses incurred due to flight delays (including long distant phone calls), and missed connections to/from flights are beyond the control and responsibility of HSV. In addition, flight times are not guaranteed and may affect actual length of time on your vacation. Any flight information provided is considered tentative and subject to change, even after tickets have been issued. It is the sole responsibility of the vacation participant to reconfirm both outbound and return flights with their airline.

Per D.O.T. regulations regarding delays of public charter flights, airlines are no longer required by law to provide compensation for delays (i.e. rooms, meals or refunds), unless the delay is more than 48 hours. However, your Trip Cancellation and Trip Interruption Insurance has a benefit that just might help! HSV is not responsible for airline changes to their baggage policy, and advises tour participant to contact their airline prior to departure.

CANCELLATIONS:

Notice of cancellation must be received in writing by HSV to receive any refund, if applicable, on all our Vacations. No verbal cancellations will be accepted. Cancel fees start at \$100 per person, plus any additional imposed supplier fee(s). If the vacation participant can find a replacement, and there is still space available on the vacation, a refund, less a name change fee of \$100, plus any additional imposed supplier fee(s), will be given. Published airline tickets do not offer a cash refund, but rather a future credit. However, your Trip Cancellation and Trip Interruption Insurance has a benefit that just might help! Travel Protection fees are not refundable, nor are bounced check, declined credit cards, reinstatement/cancellation and reservation change fees.

TRIP PROTECTION:

All our vacation packages include Trip Cancellation and Trip Interruption Insurance. The cancellation protection does not cover you for any reason, but rather only covers you if you cancel due to unexpected, non-preexisting sickness or injury, plus protects against baggage loss, flight delays, medical interruption, as well as emergency service. Please click on the insurance link for a more detailed explanation of all this plan has to offer.

CUSTOMER SERVICE:

If you require assistance in any way while on your vacation, we suggest using the front desk staff at the hotel or cruise ship, who will usually provide assistance and solve your problem. If the problem can't be resolved there, please call the travel wholesaler. Their phone number will be printed on your travel documents. If they are unable to help you, call us. While we understand things come up that need to be addressed, High School Vacations is here to help make sure your trip runs as problem free as possible. If you're having a medical related problem, call the number on your insurance card. This card will be provided to you with your travel documents, and they are available for you 24 hours a day, 7 days a week. Under no circumstances will HSV reimburse you for long distance phone calls or other out of pocket expenses. If the matter cannot be resolved on location, then please write HSV within 60 days of the completion of your vacation. Failure to write HSV within this 60 day time period will release HSV from all claims and liability.

DOCUMENTATION:

U.S. Citizens are required to carry proper documentation of their proof of Citizenship when traveling out of the U.S. Only a valid Passport will be accepted for travel outside the United States. Birth certificates with raised seal, along with a driver's license, are no longer accepted. It's the sole responsibility of the vacation participant to obtain the proper documentation for travel. There are no refunds due to improper travel documents. If you are under 18 years of age, government regulations require a notarized letter signed by both parents giving permission for you to travel outside of the United States. If you have questions on the correct travel documents needed, please call us.

Non U.S. Citizens should consult their consulate for I.D. requirements. Airlines require all passengers to provide birth date, country of citizenship, form of I.D. that will be used for travel and emergency contact information. This information must be provided to HSV with your initial reservation. In all cases, this information must be provided no later than 10 days prior to departure OR you are subject to cancellation without refund.

PICTURES:

All promotional pictures sent to HSV will become the property of HSV, with all rights reserved to them by HSV. No compensation will be provided to anyone in, or involved with the photos. Simply stated, by sending us your picture(s), you are agreeing to let us use them for promotional purposes, and waive all rights to them.

UNUSED TOUR SERVICES/LEAVING THE TOUR:

Vacation participant(s) will receive no refund for any unused accommodations, flights, or other package features if they leave the trip, regardless of reason. However, your Trip Cancellation and Trip Interruption Insurance has a benefit that just might help provide compensation for trip interruption due to medical emergencies.

THIRD PARTY WEB SITES AND CONTENT:

The Site is available for informational purposes only, and parties other than HSV may provide products, services or content on the Site. Additionally, the Site contains links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. HSV does not endorse or recommend the products or services of a particular third party entity, and neither HSV nor its licensors, suppliers, or service providers make any guarantees, warranties or representations regarding any content, information or materials located on the Site or the quality of the products or services provided by any third parties on the Site. HSV and its licensors, suppliers and service providers are in no way responsible for any products or services requested by you through the Site, or from any third party whose information was obtained through the

Site. Any agreement entered into between you and a third party located on the Site is independent of HSV and the terms and rights of such agreement is your sole responsibility. It is your individual responsibility to make any investigation that you feel may be necessary or appropriate before entering into any online or offline transaction with any registered user of the Site, or any third party. Use of the Site and the Site Materials and any other material or content on and made available through the Site is entirely at your own risk. Neither HSV nor its licensors, service providers or suppliers recommend and each expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of third parties' websites is at your own risk, and subject to the terms and conditions of such other websites. HSV and its licensors, service providers and suppliers do not endorse any product, service, or treatment provided on a third party website or advertised on the Site. You understand that HSV may not always identify paid services and communications as such.

LIABILITY:

HSV and its affiliates, subsidiaries, licensors, service providers and suppliers shall not be liable for any direct, indirect, special, incidental, consequential, exemplary, extra-contractual, or punitive damages of any kind whatsoever, including lost revenues or lost profits, which may or does result from the use of, access to, or inability to use the site, the user content, the site materials, the services, products, information and other materials on and in and made available through the site (including your reliance upon any opinions appearing on the site), regardless of legal theory, whether or not you or HSV or any of its licensors, service providers or suppliers had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail of their essential purpose. Under no circumstances will the total liability of HSV and its affiliates, subsidiaries, licensors, service providers or its supplier to you or any other person or entity in connection with, based upon, or arising from the site, use content, the site materials on, in and made available through the site, or the services, information, or products offered in connection therewith exceed the price paid by you during the preceding year for use of the site. Some states do not allow the limitation for incidental or consequential damages, so the above limitation or exclusion may not apply to you. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the total liability of HSV and its affiliates, subsidiaries, licensors, service providers or its suppliers shall not exceed ten dollars (\$10). If you are dissatisfied with the Site, or with any of these Terms, or feel HSV has breached these Terms, your sole and exclusive remedy is to discontinue using the Site.

INDEMNIFICATION:

You shall indemnify HSV and its members, managers, directors, officers, employees, agents, licensors, service providers, suppliers or contractors ("Indemnitees") against all claims, actions, suits, and other proceedings ("Claims") arising out of or incurred in connection with the Site and your use of the Site or services obtained through the Site, your fraud, violation of law, negligence, willful misconduct, or any other use of the Site, the User Content, the Site Materials, the services, products, information and other materials on, in and made available through the Site, (except to the extent attributable to HSV), or any breach by you of these Terms and shall indemnify and hold HSV and its Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of HSV. HSV or its licensors, service providers or suppliers may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If HSV or its licensors, service providers or suppliers do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to HSV, subject to the right of HSV to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.

GOVERNING LAW AND JURISDICTION:

These Terms represent the entire agreement between you and HSV with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflict of law rules; provided, however, that the terms of any applicable law now or hereafter enacted that is based on, derived from, similar to, or connected with the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners on Uniform State Laws shall not apply except to the extent that the law expressly prohibits alteration by these terms of the applicability of one or more sections of the law. By accessing, viewing or using the site, services, site material, content or any works on the site, you consent and agree to (A) The exclusive jurisdiction of the federal and state courts located in Lake County, Illinois; (B) accept service of process by personal delivery or mail; and (C) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

RESPONSIBILITIES:

I agree to all these terms and conditions and to the complete operator-participant agreement outlined herein with no exceptions. I understand that High School Vacations does not own or operate any entity which is to or does provide goods and/or services for my trip including, for example, air carriers, hotels, ground operators, boat or bus companies, restaurants, clubs, sightseeing establishments, etc, and that HSV is not responsible for any negligent or willful act of failure to act of any third party. HSV has made arrangements with the hotel(s), airline(s) and other independent suppliers to provide you with the services constituting the vacations, and we act solely as agents in arranging transportation and accommodations offered in connection with the vacation packages. We have taken reasonable steps to ensure proper arrangements have been made. HSV, and its agents are not liable for personal or emotional injury, property damage, inconvenience or hardship arising out of any act, omission or negligence of such suppliers. The site, the site materials and user content and materials on, in, and made available through the site, and the services, products, information and other materials on and in and made available through the site is made available “as is” and “with all faults.” Use of the site is entirely at your own risk. Although HSV or its licensors, service providers or suppliers may make certain travel recommendations or accommodations for users, neither HSV nor its licensors, service provider or suppliers represent or warrant that travel to such destination is safe, advisable, or with risk, and HSV, and its licensors, service providers and suppliers shall not be liable for any loss or damages that may result from such travel. Further, HSV is not responsible for any injury, damage, theft, mechanical breakdown, government action, weather, or loss due to accident, crash, irregularities, negligence or default of any company, hotel, air carrier, and/or their employees, servants or sub-contractors providing services, accommodations, or facilities in connection with the tour packages. HSV reserves the right to cancel a trip, change the itinerary or adjust rates whenever in its sole judgment conditions warrant, or if HSV deems it necessary for your comfort, convenience or safety. HSV reserves the right to correct an error in its Brochure/Flyer/Invoice/Website/Confirmation/Presentation or advertised price prior to your departure. HSV also reserves the right to cancel a trip prior to departure, and in such case(s) all payments made to date will be refunded and shall constitute full settlement. If you purchase an airline ticket separately, HSV assumes no responsibility for the separate purchase of the airline ticket, any changes and/or cancellation fees associated with the Airline. Land Changes: HSV reserves the right to substitute similar hotel accommodations and such a change is not a reason for cancellation, refund and/or compensation.

Please Sign and Date this page before mailing to High School Vacations 113 McHenry Rd., Buffalo Grove, IL 60089

Student Signature: _____

Date: _____

Guardian Signature: _____

Date: _____

Thank you for traveling with High School Vacations!