

STUDENTCITY.COM
CUSTOMER AGREEMENT
[Please read carefully!]

THIS DOCUMENT, WHICH INCLUDES "EXHIBIT A" HERETO, WHICH WILL NEED TO BE READ AND ACCEPTED BY YOU, CREATES A CONTRACTUAL RELATIONSHIP BETWEEN STUDENTCITY.COM AND YOU, THE "CUSTOMER". AFTER READING THIS ENTIRE CUSTOMER AGREEMENT (THE "AGREEMENT"), IN ORDER FOR YOUR TRAVEL OR VACATION PACKAGE RESERVATION ("VACATION PACKAGE", "TRIP", OR "RESERVATION") TO BE COMPLETED, YOU MUST INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS FOUND IN THIS AGREEMENT. ACCORDINGLY, FAILURE TO ACCEPT THIS AGREEMENT [IF ELECTRONIC: BY CLICK "I ACCEPT" AT THE BOTTOM; IF PAPER BY SIGNINGS AND RETURNING TO OUR OFFICE] WILL PREVENT YOU FROM COMPLETING YOUR RESERVATION OF A VACATION PACKAGE WITH STUDENTCITY.COM.

I. PARTIES TO THIS AGREEMENT

A. TOUR OPERATOR:

STUDENTCITY.COM, INC., also d/b/a GradCity.com, SpringBreakDiscounts.com, Spring Break Travel, Sun Coast Vacations, and Leisure Tours, 8 Essex Center Drive, Peabody, MA 01960, (collectively with its owners, directors, officers, employees and agents herein referred to as "SCC", "we", "our" or "us") has arranged the Vacation Package described within this brochure/flier/invoice/ website/confirmation.

B. CUSTOMER:

The traveler (herein referred to as "Customer", "Participant", "I", "you" or "your") who has reserved a Vacation Package as described in this brochure/flier/website/invoice/ confirmation and who intends to participate in the Vacation Package so reserved and by such participation and payment as provided for in this Customer Agreement ("Agreement") hereby agrees to be bound by and subject to the terms and conditions of this Agreement.

II. VACATION PACKAGE PRICE AND INCLUSIONS

See brochure/flier/invoice/website/confirmation for Vacation Package inclusions. All Vacation Package inclusions are subject to terms and conditions contained herein. Unless specifically indicated otherwise herein, land only Vacation Packages, hotel only Vacation Packages, and cruise Vacation Packages do not include transportation. All rates are subject to change without notice in accordance with fuel base prices in charter contracts, available class of service, changes in government taxes/fees, etc. Any fuel-related increases and/or changes in government taxes/fees will be assessed no later than 10 days prior to departure and must be paid by all Customers, regardless of whether account is paid in full or not.

III. RESERVATIONS AND PAYMENTS

A. DEPOSITS:

Your **NON-REFUNDABLE** per person deposit amount described in brochure/flier/invoice/website/ confirmation is required by due date in order to secure reservation. Monthly and final payments are due in our office by the due date associated therewith. **Payment due dates vary according to your Vacation Package and chosen payment plan. Please refer to your web account or invoice for exact payment due dates or contact our office.** Failure to make on-time payments may result in cancellation of reservation, loss of first choice hotel, flight, cruise and/or other transportation, reservation suspension, assessment of a late payment fee or reinstatement fee, and/or removal of all price discounts/adjustments and booking incentives previously applied to your account. Before Final Payment Due Date (FPDD) up to \$100 of your NON-REFUNDABLE deposit is reusable for one year from the date of cancellation.

B. DEPARTURE TAXES/FEES:

Unless otherwise indicated, all U.S. and foreign arrival/departure taxes and fees are due with final payment. Customer is responsible for paying any increases in government taxes and/or fees prior to departure. For cancellation fee schedule, please see Section IV herein below.

D. PAYMENT TYPES:

1. CHECKS:

For all Vacation Packages checks and money orders should be made payable to: "STUDENTCITY.COM" or "GRADCITY.COM". Receipt of deposit by SCC constitutes acceptance of

these terms and conditions by Customer. There is a service charge for all checks returned to SCC for any reason including, but not limited to insufficient funds or stop payment.

2. CREDIT CARD/NON-CASH PAYMENTS:

SCC accepts Visa, MasterCard and Discover. You may make credit card payments on our secure website, by calling our office, or by completing the SCC credit card authorization form (available on our brochure/website) with cardholder's billing address and signature. Customers paying by credit card agree to all terms and conditions contained herein and agree to waive all charge back rights.

3. AUTOPAY:

If this payment option is chosen, your checking account or credit card will be automatically debited for your monthly payment on the first week of each month. You are responsible for making your final payment (including any fees/charges that have been added to your account per the terms of this Agreement) on your final payment due date, this amount will be automatically debited. There is a service charge for all dishonored drafts.

4. THIRD PARTY VENDORS:

SCC is not responsible for decisions by third party vendors such as, but not limited to, MTVu/Citibank for any discounts or promotions. This includes, but is not limited to, being denied for a credit card, or not qualifying for an advertised discount.

ALL ACCOUNTS NOT PAID IN FULL BY FINAL PAYMENT DUE DATE ARE SUBJECT TO CANCELLATION AND/OR CANCELLATION PENALTIES AS DESCRIBED HEREIN.

IV. CANCELLATIONS

YOUR RIGHT TO A REFUND IS LIMITED. Cancellation/refund requests must be in writing and cannot be made verbally. NO REFUNDS WILL BE ISSUED IN RESPONSE TO VERBAL CANCELLATIONS. Cancelled reservations may be reinstated at then current rates, subject to availability, current package inclusions, and reinstatement fees. Charges and fees for products, services, attractions or excursions to be supplied in addition to the base Vacation Package are non-refundable. Non-refundable fees include, but are not limited to: returned check fees, reinstatement/cancellation/late payment fees, processing fees, reservation change fees, transfer fees, and travel protection premiums.

A. Cancellations and fees are subject to the following schedule:

1. 41 days or more prior to your Final Payment Due Date (FPDD)

Cancellations received in our office 41 days or more prior to your FPDD will be assessed a fee of \$300 per person plus any transportation (airline, ship, bus, etc.) and/or attraction-imposed fees (park passes, ski tickets, etc.).

2. 40 days or less prior to your Final Payment Due Date (FPDD)

Cancellations received in our within 40 days before your FPDD will be assessed a fee of \$600 per person plus any transportation (airline, ship, bus, etc.) and/or attraction imposed charges/fees (park passes, ski tickets, etc.).

3. After your Final Payment Due Date (FPDD)

Cancellations received in our office after your FPDD will render all monies previously paid to be non-refundable. A refund may be available through our travel protection insurance plan developed by TravelGuard and cancellation is for a covered reason, details about the plan and coverage may be found at www.travelguard.com/studentcity or www.travelguard.com/gradcity. Coverage under this plan begins when your account is paid in full.

V. RESERVATION CHANGES

A. CHANGE FEES

There is a per person fee for changing a reservation in any way once SCC has received the deposit. Adding Customers to an existing reservation is not considered a change.

B. ROOMMATES:

You are responsible for finding your own roommate(s). Your reservation will be invoiced at the **MAXIMUM OCCUPANCY**, usually quad (4) occupancy. Once final rooming lists are completed by you and/or your organizer any occupancy surcharges are your responsibility and must be paid immediately. This is also true if any or all of your roommate(s) cancel or are cancelled for any reason. If you and/or your organizer fail to provide a rooming list within 15 days following FPDD, SCC may assign roommates at its discretion, which may include co-ed rooms.

C. "TBA" CUSTOMERS:

Our website allows you to book a trip and hold space without specifying all Customers' names as long as the required non-refundable deposit has been received on their behalf. There is no charge to specify the actual name of the TBA Customer on or before the final payment due date; however, a name change/transfer fee will apply after this time. Failure to name a TBA Customer by 4 weeks prior to the stated departure weekend shall result in cancellation of the reservation without refund. All named TBA Customers shall be required to sign and return this Agreement and the attached "Exhibit A", either electronically or in handwritten form, prior to traveling.

D. NAME CHANGES:

Name changes may be permitted for a fee and will be allowed whenever possible. In most circumstances SCC is subject to the rules and fees of third party vendors and may not be able to accommodate all name change requests. If a name change cannot be accommodated, the cancellation policy outlined in Section IV herein will apply.

E. LAST MINUTE RESERVATIONS:

Reservations will be accepted up to the day of departure as long as space is available. SCC reserves the right to require certified funds from individuals and/or travel agents for reservations made after final payment due date.

F. HOTEL CHANGE:

In the event of a hotel overbooking or any other situation which SCC in its sole discretion deems to necessitate an accommodation change, SCC will provide equivalent or upgraded accommodations or, in the case of downgraded accommodations, refund the difference in room rates. If SCC is not able to provide travelers with their Vacation Package, for any reason, we reserve the right to send Customer a full refund and SCC will have no further obligation.

G. BEDDING:

Bedding will be provided for all passengers, however specific bedding configurations cannot be guaranteed. For example, a quad occupancy room may have 2-double beds or a king bed with a cot and/or air mattress or any other configuration that is deemed acceptable by the hotel.

H. RESERVATION ORGANIZER:

All reservations have a designated organizer. By reserving this tour, you are granting consent to your reservation's organizer to act as your agent. Your reservation's organizer may make reservation changes and add optional packages to your account; you are responsible for any additional amount due as a result of such changes or additions.

VI. TRIP DOCUMENTS (TICKETS, MEAL/EVENT VOUCHERS, ETC.)

FINAL TRIP DOCUMENTS (TICKETS, ETC.) WILL NOT BE MADE AVAILABLE UNTIL FULL PAYMENT AND ACCEPTANCE OF THIS CUSTOMER AGREEMENT, EITHER, IN THE CASE OF A WEBSITE BOOKING, VIA THE ONLINE "I ACCEPT" METHOD, OR BY PROVIDING A SIGNED COPY OF THIS CUSTOMER AGREEMENT AND THE ATTACHED "EXHIBIT A" (AVAILABLE ON OUR WEBSITE OR BY REQUEST), HAVE BEEN RECEIVED BY SCC AT OUR OFFICE FROM EACH CUSTOMER SHARING THE SAME ROOM OR RESERVATION I.D. IF YOU ARE UNDER 18, BOTH YOU AND YOUR LEGAL GUARDIAN MUST SIGN THIS AGREEMENT AND THE ATTACHED "EXHIBIT A", OR INDICATE ACCEPTANCE OF THE TERMS HEREOF VIA THE ONLINE METHODOLOGY.

FOR ITINERARIES THAT DO NOT REQUIRE PAPER AIRLINE TICKETS, YOU MUST PRINT YOUR E-TICKETS BY ACCESSING YOUR ACCOUNT ON OUR WEBSITE - **NOTHING WILL BE MAILED TO YOU**. If you have provided us with an e-mail address, an e-mail notification will be sent to you, your group leader, travel

agent or SCC campus representative when your tickets are ready, **USUALLY 5-14 DAYS PRIOR TO DEPARTURE**. SCC requires a valid email address at the time of booking and is not responsible for undelivered or misdirected mail or e-mail. Please be advised that StudentCity.com and GradCity.com may need to be added to your approved SPAM filter.

VII. PROOF OF CITIZENSHIP/INFORMATION REQUIRED FOR TRAVEL

SCC STRONGLY ENCOURAGES ALL PERSONS TO OBTAIN A PASSPORT WELL IN ADVANCE OF YOUR TRIP FOR TRAVEL, REGARDLESS OF TRANSPORTATION TYPE (AIR, LAND, SEA). U.S. citizens must carry proper identification/proof of citizenship for travel. Non-U.S. citizens should consult their consulate for I.D. or visa requirements. **IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN PROPER IDENTIFICATION/PROOF OF CITIZENSHIP REQUIRED BY THE DESTINATION TO WHICH YOU ARE TRAVELING.** At the time of printing, airlines require all passengers to provide birth date, country of citizenship, form/expiration date of I.D. that will be used for travel, and emergency contact information. **THIS INFORMATION MUST BE PROVIDED TO SCC WITH INITIAL RESERVATION OR BY ACCESSING YOUR ACCOUNT ON OUR WEBSITE.** In all cases, this information must be provided to us no later than 45 days prior to departure or you are subject to cancellation without refund. Citizenship documentation requirements and airline-required information vary by destination/carrier and are subject to change without notice; SCC assumes no responsibility for such changes or notifying tour participants of such changes. For current information, please visit http://travel.state.gov/travel/cbpmc/cbpmc_2223.html or call (202) 647-4000; SCC assumes no responsibility for the accuracy/timeliness of the information provided by these resources. **PASSENGERS WHO ARE DENIED BOARDING OR ENTRY FOR IMPROPER DOCUMENTATION/FAILURE TO PROVIDE REQUIRED INFORMATION RECEIVE NO REFUND. EXPIRED FORMS OF DOCUMENTATION ARE NOT VALID UNDER ANY CIRCUMSTANCES. MINORS TRAVELING TO AN INTERNATIONAL DESTINATION MUST CARRY A NOTARIZED LETTER OF CONSENT SIGNED BY BOTH PARENTS AND/OR LEGAL GUARDIAN (AVAILABLE ON OUR WEBSITE).**

VIII. RISKS AND WARNINGS

For information regarding possible dangers at international destinations, contact the Travel Advisory Section of the US State Department, (202)647-5225, http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html. For medical information, contact the Centers for Disease Control, (404)332-4559, www.cdc.gov/travel. In no case will a refund be issued due to fear of travel from actual, threatened, or perceived dangers or conditions. In the event a U.S. government agency issues a full ban on travel to your destination, SCC reserves the right to offer alternative destinations or issue travel credit in lieu of a refund.

IX. TERRORISM & VIOLENCE

There will be no refunds due to fear of travel from actual, threatened, or perceived violence or terrorist events.

X. TRAVEL PROTECTION INSURANCE PLAN ("the Plan")

Our Travel Protection Insurance Plan developed by TravelGuard is required by all tour participants and automatically included in your total package price. Details about the plan and coverage may be found at www.travelguard.com/studentcity or www.travelguard.com/gradcity. Coverage under this plan begins when your account is paid in full.

I understand that if a claim under the Travel Protection Insurance Plan is denied, I will receive no refund and no travel arrangements.

XI. HOTEL SECURITY DEPOSITS/INCIDENTAL CHARGES

Hotels reserve the right to collect up to a \$150 per person refundable security deposit upon check-in. This deposit, minus any housekeeping charges or hotel-imposed fees, will be returned upon check-out provided that there are no charges to your room. Individual hotels reserve the right to change their security deposit policy at any time without notice. In all cases, passengers are responsible for incidental charges to their room.

XII. CUSTOMER SERVICE/ASSISTANCE

SCC has representatives in most destinations. If you require assistance during your vacation, please contact our on-location representatives, who will make every attempt to assist you. If there are no representatives in your destination, please call 1-888-777-4642 or the contact numbers provided in your travel documents for assistance. Long distance phone calls will not be reimbursed or provided under any circumstances. If a problem was not resolved, please write to our customer service department at: 8 Essex Center Drive, Peabody, MA 01960, within 30 days of your return. **Failure to correspond with our customer service department within 30 days of your return date will release SCC from all claims and liability.**

XIII. MEAL PLANS/OPTIONAL PACKAGE FEATURES

SCC provides coupons for all meal plans/optional package features. It is the sole responsibility of the traveler to obtain coupons during their vacation as instructed in their final trip documents. Coupons hold no cash value and may be subject to taxes and tip. No refunds will be made for loss, theft, and/or unused services. Meal plans/optional package features may not be removed or refunded once they are added to your account. SCC does not provide meals/optional package features and is not responsible for acts, errors, quality, quantity, or failure to honor agreements or omissions by individual restaurants/establishments/attractions. Menus, schedules, optional package inclusions, and participating restaurants/establishments/attractions are subject to change at any time without notice.

XIV. UNUSED VACATION PACKAGES/SERVICES/LEAVING THE VACATION

Customers(s) will receive no refund for any unused accommodations, flights, or other Vacation Package features if they leave the vacation, regardless of reason.

XV. BAGGAGE – LOST/DELAYED/ALLOWANCES/FEES

Luggage allowances and charges vary by air carrier; please see your air carrier's website or call their toll-free number for their current baggage allowance and fee schedule. All baggage fees must be paid by the Customer. For international flights, air carrier liability for lost baggage is limited to \$400 total, per Customer (\$1250 per Customer for domestic flights). For delayed baggage, air carrier liability is \$25 per person per day, after bags have been delayed for a minimum of 24 hours. AIR CARRIERS AND SCC HAVE NO RESPONSIBILITY TO CUSTOMERS WHO FAIL TO SUBMIT A LOST BAGGAGE CLAIM FORM TO THEIR AIR CARRIER WITHIN 24 HOURS OF ARRIVAL.

XVI. SECURITY AGREEMENT

Your payments, if you are traveling on a charter flight arranged by us, may be protected in part by surety bonds that we have obtained from **PLATTE RIVER INSURANCE COMPANY, 1600 ASPEN COMMONS, MIDDLETON, WI 53562**. Unless you file a claim with us, or with the securer, within 60 days of the completion of your Trip, the securer will be released from all liability to you under this bond.

XVII. MAJOR CHANGE

If we make a major change to your Vacation Package itinerary prior to departure, you have the right to cancel and receive a full refund. Only the following are considered major changes: (1) a change in the departure or return date, unless the change results from a flight delay experienced by the air carrier; however, if the delay is more than 48 hours, it will be considered a major change, (2) a change in the origin or destination city, unless the change affects only the order in which cities named in the Vacation Package are visited, (3) a price increase of more than 10% occurring 10 or more days prior to departure. Under no circumstances can we increase your price within 10 days of departure. If a major change must be made in the Vacation Package, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If, less than 10 days before scheduled departure, we become aware of a major change, we will notify you as soon as possible. In the event of a major change, within 7 days of receiving notification of such major change but in no event later than scheduled departure, you may cancel your reservation and will receive a full refund within 14 days after canceling. If a major change occurs after departure that you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment, which applies to the services not accepted. If we must cancel the Vacation Package: we will notify

you in writing within 7 days of the cancellation, but in no event later than 10 days before the scheduled departure date. We have no right to cancel the Vacation Package less than 10 days before departure, except for circumstances that make it physically impossible to perform the Vacation Package. If that occurs, we will notify you as soon as possible, but not later than the scheduled departure date. If the Vacation Package is cancelled, we will make a full refund to you within 14 days after cancellation. The rights and remedies made available under this Agreement are in addition to any other rights or remedies available under applicable law. However, SCC is not liable for personal injury or property damage caused by any air carrier, hotel or other suppliers of services in connection with your Trip. In addition, SCC offers refunds under this Agreement with the express understanding that the receipt of that refund by a Customer constitutes a waiver of any additional remedies.

XVIII. REMOVAL OF CUSTOMER FROM TRIP

SCC reserves the right to remove a Customer from a Trip if that person violates any law, whether domestic or foreign, is disruptive to others, or constitutes a danger to himself/herself or others. In addition, Customer acknowledges that the hotel may remove a Customer from the hotel for similar reasons. In the event the Customer is so removed or his/her participation terminated, the return trip with StudentCity.com will be cancelled, and any/all expenses from being removed which include but are not limited to hotel accommodations and a return flight are the responsibility of the Customer. The Customer will not receive any refund for the remaining portion of the Trip.

XIX. FIRST AID RESPONDERS

We provide First Aid Responders (also referred to as "Medic", "EMT" or "Paramedic") on certain tours in our international destinations with our GradCity brand only. First Aid Responders are trained in basic first aid from an organization such as the American Red Cross. First Aid Responders are there to assist with minor cuts or abrasions. Any major trauma or severe accident will be handled by local emergency personnel. First Aid Responders cannot give medical advice or anticipate complications from an injury (whether the injury is minor or major). Again, the First Aid Responders are trained in, and only provide, basic First Aid. By accepting these terms and conditions, you hereby release, waive, discharge, hold harmless and agree to indemnify SCC, and its owner, officers, directors, and employees from any and all claims, actions or losses which may arise or occur as a result of the first aid provided by the First Aid Responders.

XX. SCC'S [OPERATOR] "OPTION" VACATION PLAN

A. DEPARTURE DATES

SCC will try to accommodate specific departure day requests; however, unless you have purchased our Flight-Lock™ option, the following will apply for Vacation Packages PRIOR TO May 1st:

1. **7-night** Vacation Packages: SCC reserves the right to use Friday, Saturday or Sunday departures of your chosen weekend.
2. **6-night** Vacation Packages: SCC reserves the right to use Friday, Saturday Sunday, or Monday departures of your chosen weekend
3. **5-night** Vacation Packages: SCC reserves the right to use Friday, Saturday Sunday, Monday, or Tuesday departures of your chosen weekend
4. **4-night** Vacation Packages: SCC reserves the right to use Friday, Saturday, Sunday, Monday, Tuesday, or Wednesday departures.
5. **3-night** Vacation Packages: SCC reserves the right to use Friday, Saturday, Sunday, Monday, Tuesday, Wednesday or Thursday departures.

For Vacation Packages AFTER May 1st: For most tours, SCC reserves the right to plan your departure date **1-14 days following your represented graduation date** (or, if you are not a student, the earliest possible departure date; you must e-mail this date to CustomerService@StudentCity.com), unless your graduation date is prior to June 6th, in which case SCC reserves the right to plan your departure date any time on or prior to June 20th. If you are not in school or attend a different school than your reservation's organizer,

your travel date is assigned under this clause by the represented graduation date of your reservation's organizer.

B. CO-TERMINALS

The following are considered "co-terminal" airports: New York (Newark, JFK, LaGuardia); Baltimore/Washington (BWI, National, Dulles); Chicago (O'Hare, Midway, Rockford, Milwaukee); Detroit (Metro, City), Miami/Ft. Lauderdale (FL), Orlando/Tampa (FL), Rochester/Syracuse/Buffalo (NY), and Cincinnati/Dayton (OH), San Francisco/Sacramento/Oakland (CA), Dallas (DFW, Love Field), which means your Vacation Package may leave and/or depart from any co-terminal at the option of SCC.

XXI. TRANSPORTATION

A. FLIGHT/BUS/CRUISE SCHEDULES:

SCC will provide as much information as possible regarding transportation schedules at the time of reservation; however, this information is considered tentative and subject to change without notice per the operator's option plan. Transportation schedules are not guaranteed and may affect actual length of time in vacation destinations. Schedule changes can occur without notice even after tickets have been issued; therefore, the Customer is responsible for re-confirming both outbound and return transportation. In the rare event that SCC plans an itinerary for you that includes an overnight layover in a different city, SCC may, at its option, provide pre-paid hotel accommodations for you; this clause applies only to itineraries scheduled and ticketed by SCC and does not apply to flights that are delayed, missed connections, and/or schedule changes by the air carrier). In the event that SCC must cancel a flight, regardless of reason, SCC may, at its option, provide ground transportation to the nearest available airport for you. Due to the inherent variables involved in travel such as weather, traffic, etc., any arrival times provided by SCC should be considered approximate and SCC assumes no responsibility for their accuracy or actual length of time of travel.

B. TRANSPORTATION DELAYS:

Transportation delays are unfortunate, but they are a risk in all travel and beyond the control and responsibility of SCC. 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. Missed nights' accommodations, missed time in vacation destination, missed connections to/from charter flights, missed wages, missed package features, and additional expenses (including long distance telephone calls) incurred due to flight delays are beyond SCC's control and responsibility. SCC's customer service policy provides that any Customer who experiences a delay of more than 12 hours will receive anywhere from \$25 - \$100 (depending on length of delay) per person credit good towards future travel on any SCC Vacation Package. This credit is non-transferable and is valid for one year from date of issue. This compensation schedule does not apply to weather-related, air traffic-related, or security-related delays. Please call our office for complete terms of this compensation policy.

C. AIRLINES:

Public charter service may be provided by any of the following: Delta Airlines, North American Airlines, American Airlines, Xtra Airways, JetBlue, Sun Country, Miami Air, United Airlines, Bahamas Air, Frontier Airlines, USAirways, AirTran Airways, Southwest Airlines, AeroMexico, Air Jamaica. Public charters are operated by SCC, Apple Vacations, Funjet, Vacation Express, STS. Scheduled air service is provided by United Airlines, AirTran Airways, US Airways, Sun Country, Frontier Airlines, Delta Airlines, JetBlue, Southwest Airlines, Spirit Airlines, Air Jamaica, Bahamas Air, American Airlines, AeroMexico, Mexicana or other FAA approved airline. SCC reserves the right to substitute different airlines/aircraft type and does not guarantee jet service, single plane or non-stop service.

XXII. ALCOHOL/ILLEGAL DRUGS

The legal drinking age in Mexico and most countries in the Caribbean is 18. In Canada the legal drinking age varies by province, in Quebec it is 18, all others it is 19. In the United States, the legal drinking age is 21. SCC does not condone the use of alcohol by those under the legal drinking age and in no way condones or

encourages intoxication or the use of illegal drugs. SCC has contractual relationships in all destinations with subcontractors who sell or provide optional activity packages to our Customers. Some of these packages may make available alcoholic beverages. If you choose to drink, we urge you to do so responsibly and ask that you remember that the excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury, and/or death. You should also know that the underage use of alcohol or ANY use of illegal drugs can result in imprisonment.

XXIII. BALCONIES AND RAILINGS



WARNING! Balconies and glass doors and panes around your accommodation are areas where serious accidents can occur. Height standards for balcony railings in Mexico and other countries can be considerably lower than those in the United States and very few hotels are legally obliged to install ‘toughened’ or safety glass in their windows and doors. Please exercise extreme care when standing close to balcony railings, as **DEATHS AND INJURIES** have resulted from falls.

YOUR PARTICIPATION IN THIS VACATION PACKAGE IS AN ACKNOWLEDGEMENT BY YOU THAT YOU WILL ACT AS A MATURE ADULT AND WILL BE RESPONSIBLE FOR YOUR OWN DECISIONS. BY SIGNING THIS AGREEMENT AND THE “RELEASE AND WAIVER OF LIABILITY” ATTACHED TO THIS AGREEMENT AS “Exhibit A”, YOU ARE ACKNOWLEDGING YOUR PERSONAL RESPONSIBILITY FOR YOUR BEHAVIOR AND YOU ARE RELEASING SCC AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LIABILITY RESULTING FROM ANY INJURY SUFFERED BY YOU AND YOU ARE INDEMNIFYING SCC FROM ANY LIABILITY RESULTING FROM ANY ACTION TAKEN BY YOU.

XXIV. PHOTO/VIDEO RELEASE

I hereby grant SCC, and their parent, subsidiary and affiliated entities, and each of their successors, licensees, and/or employees, permission to use and edit my image, likeness or appearance in a photograph, video, or other media, in any or all of its publications, including website, without payment or any other consideration. I understand and agree that these materials will become the property of SCC and will not be returned. I hereby irrevocably authorize SCC to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing SCC packages or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge SCC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

XXVI. ARBITRATION

I AGREE THAT ANY DISPUTE CONCERNING, RELATING, OR REFERRING TO THIS CONTRACT, THE BROCHURE, OR ANY OTHER LITERATURE CONCERNING MY TRIP, OR THE TRIP ITSELF SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN THE COMMONWEALTH OF MASSACHUSETTS, ACCORDING TO THE THEN EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE MASSACHUSETTS LAW.

XXVII. WAIVER OF JURY TRIAL

IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

XXVIII. EXCLUSIVE GOVERNING LAW AND EXCLUSIVE JURISDICTION

IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED

BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE NORTHERN DISTRICT OF THE COMMONWEALTH OF MASSACHUSETTS, COUNTY OF ESSEX, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF THE COMMONWEALTH OF MASSACHUSETTS, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

XXVII. SEVERABILITY

The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

XXVIII. WAIVER

Any failure by either Party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such Party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

XXIX. EXCLUSIVITY

Except as otherwise expressly provided to the contrary, the rights herein granted and this Agreement are for the benefit of the Parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing or other sales activities of SCC and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

XXX. HEADINGS

All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

XXXI. RESPONSIBILITY

I hereby agree to accept and be legally bound by this Customer Agreement, the attached "Exhibit A", and all of the terms and conditions contained herein with no exceptions. I understand that StudentCity.com, Inc. (also d/b/a GradCity.com, SpringBreakDiscounts.com, Spring Break Travel, Sun Coast Vacations, and Leisure Tours) does not own or operate any entity which provides goods or services for my Trip including, for example, air carriers, hotels, ground operators, boat or bus companies, restaurants, clubs, sightseeing establishments, etc.

XXXII. PARENTAL/LEGAL GUARDIAN NOTIFICATION

SCC retains the right, in its sole discretion, to contact participants' parents and/or guardian with regard to health issues or any other matter whatsoever which relates to participant or participant's program. These rights transcend any and all privacy regulations or laws that may apply.

XXXIII. SELLER OF TRAVEL

SCC is licensed to sell travel in all applicable states.

California Seller of Travel #CST 2054787-40

Washington Seller of Travel ID #602488397

Florida Seller of Travel #FST St31759

This does not constitute approval by any applicable state, including California, Washington or Florida.

California law requires certain sellers of travel to have a trust account or bond. This business has a bond with

Capitol Indemnity Corporation in Madison, WI. This seller of travel is not a participant in the California Travel Consumer Restitution Fund.

IMPORTANT NOTICE:

OUR WEBSITE ALLOWS YOU, YOUR GROUP LEADER/TRAVEL AGENT, AND/OR YOUR SALES REPRESENTATIVE TO RECEIVE IMPORTANT UPDATES AND NOTICES REGARDING YOUR TRIP. ALL COMMUNICATIONS WILL BE EMAILED, NOTHING WILL BE MAILED.

SCC is not responsible for printed errors or forged signatures. Customer acknowledges that any Vacation Package arranged by SCC is **NOT A SCHOOL OR DISTRICT SPONSORED EVENT.** All Customers and, if under 18 years-old, their parent or legal guardian are required to read and hereby agree to the terms and conditions of your trip set forth above and herein by signing and returning one copy of this Customer Agreement to our offices prior to travel OR agree electronically by clicking "I Agree" below.

ACKNOWLEDGEMENT: BY CLICKING "I AGREE", 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. BY CLICKING "I AGREE" ALSO SIGNIFIES MY INTENTION TO RELIEVE AND INDEMNIFY SCC, 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. FURTHERMORE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND HEREBY AGREE TO THE TERMS AND CONDITIONS OF YOUR TRIP SET FORTH ABOVE AND HEREIN. IF I AM AGREEING ON BEHALF OF SOMEONE ELSE, I AM REPRESENTING THAT I AM THEIR DULLY APPOINTED AGENT, AND ACCEPT RESPONSIBILITY FOR AGREEING ON THEIR BEHALF.

"Exhibit A"

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

[Please read carefully!]

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 SCC 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, MOTOR COACHES, 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 SCC NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD SCC RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, SCC IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACTS OR CRIMINAL ACTS OF OTHERS, INCLUDING BUT NOT LIMITED TO OTHER TRIP PARTICIPANTS 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, THREAT OF TERRORISM, TERRORISM, WAR, CIVIL DISTURBANCE, FIRE, 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 SCC, AND I UNDERSTAND, AGREE WITH, AND AGREE TO

BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT AS "EXHIBIT A".

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 SCC 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, or other people's, 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 SCC or the negligence or participation of other participants, contractors and/or subcontractors to SCC. 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.

I understand that skiing, snowboarding, and other winter sports (the "activities") can be dangerous and involve inherent and other risks of injury and death. Despite the risks involved in the activities, and as consideration for being allowed to participate in the activities, I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH that might be associated with my participation in the activities and use of the corresponding facilities, including use of terrain parks, chairlifts, rental equipment, instruction, racing, traveling beyond the ski area boundaries, and all special events (collectively, "use of the facilities"). I understand that I may encounter various manmade and natural terrain features during participation in the activities or use of the facilities. I understand that I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I also understand that weather conditions can change which in turn presents risk of snow, avalanche and other dangerous conditions; regarding which, I assume all risk of injury. I further understand that there is a risk that I could strike other people or trees or other inanimate objects. I assume all risk of injury in this situation as well.

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 SCC.

IV. RELEASE OF LIABILITY: In consideration of the services and arrangements provided by SCC, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify SCC, 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 SCC OR ANY CLAIM DISCUSSED OR REFERENCED IN THE TERMS AND CONDITIONS SET FORTH ABOVE OR HEREIN.

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 SCC, 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 "Exhibit A" is found to be unenforceable, all other terms set forth in this "Exhibit A" are severable from the terms that are invalidated.

IX. CONFLICT: In the event of any inconsistency or conflict between the terms of this "Exhibit A" and any terms or conditions otherwise applicable to the Trip, the terms of this "Exhibit A" shall prevail.

ACKNOWLEDGEMENT: BY CLICKING "I AGREE", 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. BY CLICKING "I AGREE" ALSO SIGNIFIES MY INTENTION TO RELIEVE AND INDEMNIFY SCC, 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. FURTHERMORE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND HEREBY AGREE TO THE TERMS AND CONDITIONS OF YOUR TRIP SET FORTH ABOVE. IF I AM AGREEING ON BEHALF OF SOMEONE ELSE, I AM REPRESENTING THAT I AM THEIR DULLY APPOINTED AGENT, AND ACCEPT RESPONSIBILITY FOR AGREEING ON THEIR BEHALF.

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IV. RELEASE OF LIABILITY: In consideration of the services and arrangements provided by SCC, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify SCC, 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 SCC OR ANY CLAIM DISCUSSED OR REFERENCED IN THE TERMS AND CONDITIONS SET FORTH ABOVE OR HEREIN.

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VIII. SEVERABILITY: I agree that if any term set forth in this "Exhibit A" is found to be unenforceable, all other terms set forth in this "Exhibit A" are severable from the terms that are invalidated.

IX. CONFLICT: In the event of any inconsistency or conflict between the terms of this "Exhibit A" and any terms or conditions otherwise applicable to the Trip, the terms of this "Exhibit A" shall prevail.

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