

Booking Terms

Please read carefully. The Booking Terms is our agreement, between you (the "Passenger") [hereinafter "you" or "I"] and us ("Florida Adventure Treks, LLC"). Florida Adventure Treks, LLC [hereinafter "us", "our", "we", or "Treks, LLC"] is a Florida Limited Liability Company formed under the laws of the State of Florida. In accordance with your participation on one of our tours, you agree to the following terms:

1. Seller of Travel

FLORIDA ADVENTURE TREKS, LLC is registered with the State of Florida as a Seller of Travel. Registration No. ST36071.

2. Booking Requirements

If booking a tour at least eight (8) weeks prior to your tour departure date, you must pay a deposit of US\$200.00 to reserve your space. The remainder of the tour price must be paid at least eight (8) weeks prior to your tour departure. If booking a tour within eight (8) weeks of tour departure date, you must pay the tour price in full at time of booking to reserve your space. Your deposit or full payment, as the case may be, is non-refundable except as provided in provision 5 of this Agreement.

In addition to the deposit or full payment, you must completely fill out our booking form and transmit it to our office via online submission, e-mail attachment, facsimile, or postal mail. Your reservation will not be completed, and a spot on your selected tour will not be reserved, until our office has received your booking form and payment authorization has been made.

3. Deposit

Deposits are non-refundable. In the event you cancel your trek reservation as provided in section five (5) of this Agreement or you fail to pay the full trek price at least eight (8) weeks prior to trek departure, you acknowledge and agree that your deposit and reserved space on the trek is forfeited. Notwithstanding anything to the contrary contained herein, you may only apply your deposit to another trek strictly in accordance with section four (4) of this Agreement.

4. Transferability of Payment

You may transfer the full amount you have paid toward your trek if (1) we receive written notice from you of such request at least twenty-one (21) days prior to your original trek departure date, (2) you pay the difference of your selected trek price in the event it exceeds payment already made, and (3) you pay a transfer fee of US\$75.00. If we do not receive written notice at least twenty-one (21) days prior to your original trek departure date, your request will be treated as a cancellation under section five (5) of this Agreement and a re-booking.

5. Passenger Cancellation and Refund Policy

In the event you wish to cancel your trek reservation for any reason, your deposit will be forfeited and the following refund will be provided for the remaining balance of your trek price already paid.

Cancel at least eight (8) weeks prior to your trek departure date: Eighty percent (80%)

Cancel at least forty-two (42) days prior to your trek departure date: Fifty percent (50%)

Cancel at least twenty-eight (28) days prior to your trek departure date: Thirty percent (30%)

Cancel within twenty-eight (28) days of your trek departure date: Zero percent (0%).

6. Company Cancellation Policy

In the event at least six (6) passengers do not register for a trek, we reserve the right, without limitation whatsoever, to cancel said trek. You accept complete responsibility for cancellation of your trek under this circumstance. In the event we do cancel a trek pursuant to this provision, we will refund the total amount paid by you to us or offer you a substitute trek of days equal to or less than your original trek.

7. Pricing

The tour prices stated in our brochure and website are subject to change. Occasionally, we may offer discounts or special rates on the tour prices. You are not entitled to any discounts or special rates once you have reserved your space on a tour.

8. Changes in Itinerary

We reserve the right, without limitation whatsoever, to alter the tour itinerary. You will not be entitled to any refund of the tour price or compensated for any inconveniences this may cause you. In the event we have to alter the tour itinerary, we will make every reasonable effort to notify you prior to your tour departure date.

9. Representation in Brochure/Website

All representations and information contained in our brochure and website are made as a courtesy to you and are accurate to the best of our knowledge. Furthermore, we accept no responsibility for any innocent inaccuracies contained therein. You agree not to rely on any representations made, including without limitation, information about visa requirements, vaccinations and immunizations, climate, and travel arrangements, and you accept full responsibility for obtaining all proper documents and travel supplies for your trek. All representations contained in our brochure and website are subject to change without notice to you. Please consult your local travel agent and/or country's consulate for current and accurate information.

10. Acceptance of Risk & Cancellation

You understand that the nature of an adventure trek comes with inherent risks, and you acknowledge that you accept responsibility for such risks while on your trek. Additionally, in accordance with the provisions of this Agreement, you accept complete responsibility for cancellation of your trek, whether it is your cancellation, our cancellation, or cancellation due to an act of god.

11. Trek Leader Authority

You acknowledge and agree that your trek leader has full authority over the trek itinerary, including without limitation, alterations to the schedule, location of overnight lodging locations, and amount of time spent at each destination. Additionally, your trek leader may remove you from the trek for any reason that may negatively effect or cause interruption to the trek experience, including without limitation, behavior that may cause harm or danger to another passenger or third party, commission of an illegal act while on your trek, or use of illicit drugs during any part of your trek. You will disclose any condition, medical or otherwise, that you have which may affect your or other passenger's trek experience in your booking form.

12. Travel Insurance

You acknowledge that we have advised you to obtain a travel insurance policy covering contingencies that may affect your trek, including cancellation of the trek, lost or stolen luggage, health and dental issues, and your return trip. We accept no liability for any injuries or stolen property you may sustain from another passenger on your trek or third party. It is your responsibility to obtain adequate travel insurance to cover risks that you may encounter en route to your trek, during your trek, and on your return trip following your trek.

13. Contact with Office

In the event you have a concern about your trek, you should notify your trek leader of such concern. If your trek leader is unable to alleviate your concern, contact our offices through our toll free number (888) 873-5735. If your concern still remains after speaking to personnel in our office, you must contact us in writing within 30 days following the completion of your trek. We will use our best efforts to find a satisfactory response to your concern. Any further action taken by you or us must be in strict accordance with provision 15(b) of this Agreement.

14. Nature of Trek

By agreeing to these Booking Terms, you acknowledge that you are aware of the inherent risks that may be involved in your trek. You agree to abide by all rules as stated by your trek leader, and abide by the rules of local outfitters in charge of activities you elect to participate in. We do not accept responsibility or assume liability whatsoever for injuries that you may sustain during your trek.

15. Miscellaneous

- (a) Severability - In the event that any provision in this Agreement, or its application to any person or circumstance, is held invalid, illegal or unenforceable by a court of law or other body with legal effect, the remaining provisions of this Agreement, and such provisions as applied to all other persons and circumstances, shall remain valid and legally enforceable to the fullest extent permitted by law.
- (b) Choice of Law/Jurisdiction - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and fully to be performed in such state, without giving effect to conflict of laws principles. Both parties submit and consent to the exclusive jurisdiction of any State or Federal court located in or around Palm Beach County, in the State of Florida, for all disputes that are mediated, arbitrated, and/or adjudicated under or subject to this Agreement, and hereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.
- (c) Amendments - This Agreement may not be amended, changed, altered, or modified without a written instrument signed by both parties.
- (d) Waiver - A waiver, or election not to enforce, of any term or condition of this Agreement in any instance by Us is not to be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof.
- (e) Headings - The headings in the Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- (f) Integration - This Agreement embodies the entire understanding and agreement of Artist and Label and supersedes any and all prior negotiations, understandings, promises, or agreements of said parties.