

TURQUOISE TRAVEL ADVENTURES INC. TERMS AND CONDITIONS

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READING THIS TERMS AND CONDITIONS AGREEMENT CREATES A CONTRACTUAL AGREEMENT BETWEEN TURQUOISE TRAVEL ADVENTURES INC. AND YOU, THE "CUSTOMER". IN ORDER FOR YOUR DIVE TRAVEL PACKAGE ("VACATION PACKAGE" OR "TRIP") RESERVATION TO BE COMPLETED, YOU MUST INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS FOUND IN THIS AGREEMENT BY SIGNING AND RETURNING THE PAYMENT AUTHORIZATION FORM ATTACHED. THIS DOCUMENT CREATES A CONTRACTUAL RELATIONSHIP BETWEEN TURQUOISE TRAVEL ADVENTURES INC. AND ALL TRAVELERS UPON THE RETURN OF THE PAYMENT AUTHORIZATION FORM.

PARTIES TO THIS AGREEMENT: Turquoise Travel Adventures, Inc. (herein referred to as "TTA," "we," "our," or "us") has arranged the Dive Travel Package described within these documents. The traveler/travelers (herein referred to as "Customer," "I," "you," or "your") who has/have reserved a Dive Travel Package as described in this agreement/invoice/ confirmation and who intend to participate in the Dive Travel Package so reserved and by such participation and payment hereby agrees to be bound by and subject to the terms and conditions of this Agreement.

TTA STRONGLY ADVISES ALL TRAVELERS TO PURCHASE COMPREHENSIVE TRAVEL, BAGGAGE, MEDICAL, ACCIDENT, TRAVEL CANCELLATION AND DIVE INSURANCE FOR YOUR TRIP.

BOOKING PROCEDURES: To make a booking you must send us a signed, completed Payment Authorization Form and a deposit as indicated on your confirmation invoice. We will then invoice you for the remainder of the cost, which you must pay no later than 60 days before departure or as indicated on your contract. If you book less than 60 days before departure, full payment must be made on booking by credit card. The booking is not accepted and no contract exists until the date shown on the confirmation issued by TTA and acknowledgement of receipt by TTA of Payment Authorization form. Bookings made over the telephone, by email, or by credit card more than 60 days before departure will not be deemed accepted until we have received a signed Payment Authorization Form in our office. Payments not received by the deadlines specified on your invoice may result in the cancellation of your reservation by the vendor, loss of deposit/payments and/or change in package price or availability. No charge will be made for the first revision to any booking, a fee of US \$25.00 will be added to the Dive Travel Package price for the second and subsequent revisions. In addition, a fee of US \$25.00 per person will be charged should a new set of travel documents be required because of any revision. Bookings made within 30 days or less prior to departure will be subject to a US \$25.00 non-refundable fee to cover administration costs and express delivery of documents. We reserve the right to refuse a reservation made by a person under the age of eighteen (18) without the written consent of a parent or legal guardian first having been obtained or any person not certified by an internationally recognized SCUBA diving certification association, acceptable to us or the Dive Operation Provider.

CANCELLATION PROCEDURES: Notification of cancellation must be made to TTA in writing. If you cancel your Dive Travel Package booking, the following cancellation charges will apply: A. Written notification of cancellation received at our offices between 60 and 46 days before departure, \$100.00 per person (does not apply to groups); B. Written notification of cancellation received at our offices between 45 and 30 days before departure: \$150.00 per person (does not apply to groups); C. Written notification of cancellation received at our offices less than 30 days before departure (or failure to join the Trip): 100% of the Dive Travel Package cost; D. These fees are in addition to any vendor fee that may be assessed, (up to 100%). Airline Tickets, once issued, are non-refundable. Change fees will apply to any revisions and will vary by airline.

ACCURACY OF INFORMATION: The information contained in our pricing documentation and on our website is correct to the best of our belief, but we accept no liability for any inaccuracies contained therein. Any information or advice provided by us on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on our part, and you accept responsibility for obtaining any necessary visas and travel documents required for the Dive Travel Package.

MISCELLANEOUS: Any flights forming part of the Dive Travel Package arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with international law and conventions. Please note that international airlines are required by applicable laws to give border control agencies access to passenger data. Accordingly any information we hold about you and your travel arrangements may be disclosed to the customs and immigration authorities of any country in your itinerary or to which you may be diverted. By accepting this Customer Agreement, you agree that, if necessary, we may pass your contact details and numbers to any third party connected with the operation of the specific Dive Travel Package which you have booked. This information will not be used for any other purpose by the third party, nor will it be passed to any other parties. This Customer Agreement may only be waived or amended by written mutual consent. When you accept this Customer Agreement, you agree with all these conditions.

DOCUMENTATION: You must carry valid proof of citizenship and proper identification (current Passport and Driver's License). If you are traveling with children, some countries require specific travel permissions from both birth parents. Since proof varies with each country, contact our office about your specific destination. All persons on Dive Travel Packages must have a current, valid scuba certification card issued by an internationally recognized SCUBA diving certification association acceptable to TTA. Without proper identification, a passport and necessary visas, you will not be permitted to depart. It is your responsibility to verify your necessary travel documents.

RISKS AND WARNINGS: For information regarding possible dangers at international destinations, contact the Travel Advisory Section of the US State Department, (202) 647-5225 www.travel.state.gov For medical information, contact the Center for Disease Control, (800) 232-4636 www.cdc.gov

ARBITRATION: You agree that any dispute concerning, relating or referring to this Agreement, flier/website/invoice or any other literature concerning your Trip, the Trip itself or any claim for damages due to injury or death which occurs during or in connection with the Trip shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in an arbitration conducted in Orange County, Ca., U.S.A. Such proceedings will be governed by substantive Delaware law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. There will be judicial review of the arbitrator's decision if either side can show plain error in the application of law or be able to show an abuse of discretion with respect to factual findings. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

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.

EXCLUSIVE GOVERNING LAW AND EXCLUSIVE JURISDICTION: THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF CALIFORNIA, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, 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.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY:

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

ACKNOWLEDGMENT OF RISK: I understand and acknowledge that my travel in connection with and participation in the Dive Travel Package arranged at my request by TTA 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 swimming or SCUBA diving, including the malfunction of dive equipment, the natural environment, animal or sea life, currents and other changing conditions, decompression sickness, embolism or other hyperbaric injuries. I realize and acknowledge that diving with compressed air, Nitrox, tri-mix, or other gases involves certain risks and requires specific training. I certify that I have been properly trained for the breathing mixture(s) I will use and understand the risks involved. I also realize and acknowledge that risk and dangers may be caused by the negligence of the owner, directors, employees, contractors, subcontractors, officers or agents of TTA or the negligence or participation of other participants, contractors and/or subcontractors to TTA. 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.

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 alone am responsible for my own activities while engaged in SCUBA diving. I am willingly and knowingly electing to participate in this Dive Travel 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 owner, directors, agents, officers, employees, contractors or subcontractors of TTA.

RELEASE OF LIABILITY: In consideration of the services and arrangements provided by TTA, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify TTA, and its owner, 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 Dive Travel 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 OWNER, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF TTA.

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 TTA its owner, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.

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.

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.

CONFLICT: In the event of any inconsistency or conflict between the terms of this document and any terms or conditions otherwise applicable to the trip, the terms of this document shall prevail.

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 literature or activities of TTA 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.

PAYMENT/CREDIT CARD AUTHORIZATION FORM
Acceptance of Terms and Conditions/Assumption of Risk and Release of Liability
MUST BE COMPLETED AND SIGNED BY THE CARDHOLDER/TRAVELER

Agent Name: Terry Peralta Reservation: # _____ Amount Authorized To Charge \$ _____

Cardholder Name: _____ (Must be the Group Organizer or a Traveling Passenger)

Card # _____ Card Type: () Visa () MasterCard () American Express () Discover

Exp. Date: ____/____/____ CW# _____

Cardholder Billing Address: Street: _____ City: _____ State: _____

Zip Code: _____ Country _____

Or Paying by Check# _____ In The Amount Of \$ _____

Work Phone: _____ Home Phone: _____ Cell Phone: _____

All information contained on this form will be kept strictly confidential. Your completion of this form allows us to serve you, our highly valued customers, better and more importantly helps to protect you from credit card fraud. By signing this form, you agree to the charges as specified above on this credit card form. You also agree and certify that you are the authorized cardholder and have permission to authorize these charges. You also understand once this charge has been processed, cancellation, refund, revision and change fees apply as specified in Turquoise Travel Adventures Inc. Terms & Conditions and the terms and agreements of all vendors as supplied with your initial invoice. **Airline Tickets:** Many airfares are subject to restrictions and cancellation fees up to 100% of the ticketed price. Once ticketed, you are subject to the rules of that fare as specified by the carrier. Please check the rules of your airline ticket with your reservation agent. Your ticket may have a value for up to one year from the date of purchase less cancellation and change fees if cancelled prior to departure. I understand that no refunds or credits will be given for any unused features, or early departures due to customer's choice, or inclement weather conditions or Acts of God.

I have been offered Travel Insurance provided by Travel Guard

YES, include optional travel insurance for \$ _____ +\$6 Ins. Fee & based on Travel package price of \$ _____

NO, I decline the option to purchase travel insurance.

Coverage is offered by Travel Guard Group, Inc., and limitations will apply/**SIGNATURE, Birth Date & DATE below are REQUIRED by ALL TRAVELERS** prior to final payment.

My signature on this PAYMENT/CREDIT CARD AUTHORIZATION FORM, indicates that I (and all travelers in my group) have, on the date shown, received, read, understood and accepted the terms and conditions of my 'Assumption of Risk and Release of Liability' and the 'Terms and Conditions' of my trip forms attached to this invoice (along with the booking procedures, cancellation policies, arbitration, jurisdiction and waiver of jury trial provisions therein).

Cardholder's/Passenger's Signature: _____ Date: _____

Your date of birth: ____/____/____ (Required only if purchasing Travel Insurance)

List Additional travelers covered by this form: _____

Please fill in and sign in ink and return on or before the date specified on your confirmation invoice in order to guarantee your reservation and pricing and to avoid possible trip cancellation or revised pricing.