

Inertia Tours Inc. TERMS & CONDITIONS - Spring Break & Winter Break. **MAKE COPIES – EVERYONE IN GROUP MUST RETURN ONE COMPLETE COPY** with all pages & back page signed. Please read this document carefully and make sure you understand everything prior to making your reservation. The travel package will be delivered as described on the website or travel flyer is subject to all terms and conditions described herein. Inertia Tours Inc. (herein described as IT/Inertia) d/b/a Spring Break Packages.com, Inertia Tours, Mazatlan Express and/or College Ski Packages, located at 1515 Padre Blvd, Unit A, South Padre Island, Texas 78597, the tour operator for all domestic or other packages with scheduled air transportation and is the agent offering tours. Inertia is responsible for the accommodations and other ground services. For charter air only, the charter operator is responsible to the tour participants for charter air services offered with these tours. Prices on the website are based on airline, hotel, ground service and other prices in effect on September 1, 2009. Inertia reserves the right to increase the price of the tour for any reason *subject only* to the limitations set forth herein.

RESERVATIONS AND PAYMENTS: A non-refundable deposit of \$150.00 per person (condo only) / \$250.00 per person (air+accommodations) or (bus+accommodations) and/or a signed reservation form, and/or an internet-based reservation secured with credit card payment, act as an acknowledgment to the conditions of this contract. Reservations are subject to space availability when your reservation application and payment is received by Inertia. Final payment is due in Inertia's office 60 days prior to arrival. Bookings made within (60) days of arrival date must include full payment of the trip price within (7) days of the initial down payment, unless other payment arrangements have been approved in writing from our office. Make personal check, money order, or bank checks payable to Inertia Tours Inc. Inertia accepts Visa, Master Card, & Discover credit cards. All charges will appear as Mazatlan Express on your credit card statement. All prices listed on our website represent a discount for payment via cash, agency check, money order or cashiers' check. All other forms of final payment, such as credit cards and wire transfers, must add back \$30 for these types of final payment made, other than the initial deposit \$150/\$250 down which carries no add back fee. All credit card payments must be accompanied by this signed Terms and Conditions Agreement & credit card authorization to bill form by the final payment deadline prior to final check in documents being issued. If full payment is not made by the due date, the reservation may be cancelled at IT's discretion, as well a \$40 /person re booking fee assessment. If payment is late we cannot guarantee groups on the same flight or guarantee your first hotel choice. **MAXIMUM ONE FINAL PAYMENT PER CREDIT CARD** unless arrangements are made with our office.

PAYMENT MUST PROPERLY NOTE THE PARTICIPANT'S BOOKING NUMBER. Insufficient funds or stopped payment checks shall be subject to a charge of \$40 per transaction on final bill. IT reserves the right to reduce published prices at its sole discretion and at any time for new bookings only (i.e., on a non-retroactive basis). Inertia also reserves the right to re-invoice your reservation should an error be made in computing your package price, or for any error quoted or invoiced by our office. Any person or entity (including a Travel Agent) who receives monies from Participant(s) does so strictly as an agent for the Participant(s). Inertia disclaims liability for such monies until received by Inertia's office and check has been cleared by Inertia's bank. Tender of a deposit constitutes acceptance of these and all other terms of this agreement and the charter operator's Charter Passenger Terms and Conditions, if required. The portion of your payment applicable to charter air transportation will be remitted by Inertia within 5 business days to the public charter operator by check payable to that operator's escrow account. Your initial deposit will be applied to the land portion of your trip. Only the portion of your payment applicable to charter air transportation receives escrow protection; the portion applicable to ground accommodations and services are not subject to this requirement, except in instances where the public charter operator supplies all air and ground components of the package being purchased. Customers paying by credit card agree to all terms and conditions contained herein and agree to waive all charge back rights as a means to mediate billing or service disputes.

CONDO DAMAGE COVERAGE PROGRAM / SECURITY FEES / OTHER FEES: Unless otherwise specified, Inertia requires on all South Padre Island trips a \$30 per person condo damage coverage program fee with final payment. This program provides damage coverage up to \$200 per one bedroom condo or smaller, up to \$300 per two bedroom condo, & up to \$400 per three bedroom condo. South Padre Island trips also require (2) open credit cards imprints (debit cards not accepted) per condo upon arrival for damages beyond the coverage program including **OR** a \$500 per person refundable cash damage deposit due at time of check in. Late check out fees, excessive cleaning charges, common area damages, & unpaid trip balances are to be charged to these credit cards, or taken from the cash damage deposit. Damages and/or excessive cleaning charges assessed to units are subjectively charged to Inertia Tours by its rental agents, agencies, hotels, Owners, resorts, and property management Companies, and Inertia shall not be required to substantiate damages beyond an invoice. All South Padre packages require a \$25 condo/hotel security wristband fee due with final payment that are included in your quoted trip price. Please note: this fee is

already included in your final trip invoice price, and is not an additional fee. Each participant is fully responsible for all damages to his/her accommodations, common area damages, and/or excessive cleaning, or incidental charges (including missing or broken items) incurred by participant or charged to the unit. Please note that all Inertia units are non-smoking & do not allow pets. South Padre check outs are 9:30 a.m., & late check outs result in a \$250 fee per condo. Panama City Beach trips require a refundable \$100 damage deposit per person due at check in, and are refunded directly at check out. International spring break trips are typically collected at the front desk of the hotel (generally \$25-\$100 per person in cash, be prepared) and are refunded at check out, excepting the Oasis properties in Cancun which charge \$27/person for damage insurance (not refundable). Most properties will also require a valid credit card imprint per hotel room at check in. Any damages to condo/hotel properties and/or rooms will be prosecuted to the fullest extent of local or Texas state law, and your identity will be immediately turned over to law enforcement for arrest and criminal felony prosecution. Please do not damage your room/condo.

**CHANGING YOUR RESERVATION:** There will be a \$40 per person fee for any changes made once payment has been received plus any airline or hotel imposed fees. Re-booking and cancellation charges as outlined will apply. Name changes are subject to hotel acceptance and penalties. Change fees must be paid prior to final check in / flight information being provided, if it is possible at all. Contact our office for more details toll free 800.821.2176

**CANCELLATION CHARGES:** Be advised that due to the costly process of changes, recording room list adjustments, forfeited lodging deposits paid by Inertia, etc. YOUR RIGHT TO A REFUND IF YOU CHANGE OR CANCEL YOUR RESERVATION IS LIMITED. YOU ARE PURCHASING TRAVEL, and this IS NOT A REFUNDABLE TYPE OF PURCHASE. **ALL DEPOSITS AND PAYMENTS ARE 100% NON-REFUNDABLE.** Inertia makes commitments on travelers' vacations once deposits are made, therefore deposits and payments are non refundable. Pertaining to unused tour inclusions: No refunds will be made for any tour inclusions which are not used by the participant (except in the case of major changes to Public Charters as detailed in the appropriate charter operator's Charter Passenger Terms and Conditions).

**ACCOMMODATIONS:** Unless specifically confirmed in writing, all trips are sold on a maximum occupancy basis. Maximum occupancy (with sleeper sofas and supplemental air bedding utilized) means 2-6 persons per efficiency condo unit, 4-6 persons per hotel room, suite, one bedroom or studio condominium, 6-8 persons per two bedroom condominium, and 8-10 persons per three bedroom condominium. We will accommodate handicapped participants if requested at least 30 days prior to your trip departure date. If participants have requested shared occupancy whereby the participant pays a maximum occupancy rate but in which a unit is not filled to the maximum occupancy limit then **INERTIA RESERVES THE RIGHT TO SPLIT, OR ARRANGE GROUPS IN ANY MANNER NECESSITATED BY GROUP SIZE, AVAILABLE ACCOMMODATIONS OR FOR ANY OTHER REASON WITHOUT NOTICE.**

Additionally, Inertia requires an over occupancy consent form, signed, prior to arrival, by all group members that have more than 4 people per efficiency, hotel room, or 1 bedroom condo, 6 people per 2 bedroom condo, and 8 people per 3 bedroom condo, even though these accommodations do allow such occupancies. In case of a necessary property change, Inertia will refund any difference in price between the originally selected property and the property given, if applicable. Like-kind property changes do not result in a refund of any kind, nor reimbursement of any additional inconvenience fees incurred, or reimbursement of ground (i.e. taxi expenses). Unit locations identified in advertising or itineraries are descriptive only and subject to availability. Should the described locations become unavailable for any reason beyond the control of Inertia, then Inertia reserves the right to assign participants to other locations at the same destination, which are basically comparable in our sole judgment. Occasionally, scheduling or delays of air or bus transportation may cause late arrivals which may cause a loss on a night of accommodations. In such event, no refund will be issued. Domestic 7 night Spring Break "Land Only" or "Hotel Only" (South Padre & Panama City) packages always check in on Saturdays, unless participants have purchased an air-inclusive vacation through Inertia Tours. "Land Only" participants need to arrive prior to 10:00PM on their check in day (unless air inclusive) otherwise a late arrival fee of \$50.00 payable in cash will be assessed upon arrival for your group. Shorter than 5 night trips require check in & check out on the day indicated on your invoice. Custom check in/check out dates are available for a fee – call our office for details.

**SUBSTITUTIONS / CHANGES:** Inertia reserves the right to substitute hotels and any other package elements of equal or better grade or quality at our sole judgment. Should Inertia fail to deliver any trip component or service as promised, Inertia will refund the difference in its cost between the actual component or service wholesale cost delivered and that promised, provided that the reason the component or service not delivered is within Inertia's reasonable operational control.

**AIR TRANSPORTATION:** Charter flights will be operated using aircraft and airlines specified in the applicable charter operator's Charter Passenger Terms and Conditions. The airlines operate the air travel portion of your vacation subject to the government(s) involved granting of operating rights. If such rights are denied, the flight will be canceled with a full refund to the participants. Inertia reserves the right to change the form of air service from charter flight to scheduled flight or vice versa. In cases where Inertia arranges flights for you on scheduled service or charter service, Inertia acts only as the agent of the scheduled carrier or charter operator and shall not be responsible for the provision or operation of such. Connecting flights are non-refundable once ticketed. Flights are generally non-changeable on student tours. Inertia does not guarantee participants beyond quad occupancy same-flight itineraries on scheduled air flights, only the same day. **YOU MUST PRINT YOUR E-TICKETS BY ACCESSING YOUR ACCOUNT ON OUR WEBSITE - NOTHING WILL BE MAILED TO YOU as we no longer issue paper tickets.** 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 Inertia campus representative when your tickets are ready. Inertia is not responsible for undelivered or misdirected mail or e-mail. Please enter your email into your online account, and set your spam filter to accept Inertia Tours email.

**BUS TRANSPORTATION:** Inertia offers charter bus transportation from certain departures to various domestic & international destinations. Charter bus transportation options are offered conditionally upon Inertia's ability to fill an entire charter bus from a certain departure or area. If Inertia is unable to fill the bus, we purchase a ticket on a scheduled bus route your destination or, offer the traveler the option to purchase an optional upgrade to air-inclusive, OR refund the bus-portion cost of the trip. Full refunds are never given if non-stop motorcoaches cannot be filled & a scheduled bus seat must be used.

**COMPLAINTS / PROBLEMS:** In the very unlikely event that you have cause for dissatisfaction or encounter a problem during your vacation, IT IS YOUR RESPONSIBILITY to contact your Inertia representative at your destination or Inertia's Travel Affiliate Partner in: Mexico, Jamaica, Florida, the Bahamas, and Colorado. (Inertia cannot not be responsible for expenses incurred by passengers, if Inertia was not notified of the problem). Should the cause of dissatisfaction relate to accommodations provided, it is important that the hotel manager and/or destination manager be made aware of the problem, in writing. Any luggage problems should be brought to the attention of the appropriate airline in writing prior to leaving the airport. If after discussing any matter with your representative, you consider that you still have not received satisfaction, please send to Inertia a written account of your complaint within 30 days of your return. Except as otherwise required by law, no consideration will be given unless a written communication has been received by Inertia within that time.

**PARTICIPANT'S RESPONSIBILITIES:** Items not included in this package price; i.e., gratuities, meals, etc. (unless indicated on the invoice otherwise as included) and all items of a personal nature are the sole responsibility of the passenger (unless specifically included in your package) and shall be paid directly when the service is received or paid as indicated on trip participant information or "house rules". Taxes, fees and damage coverage requirements will be billed with final payment. Air and bus transportation, accommodations rules or conditions of carriage, as determined by said entity, must be adhered to at all times.

This includes "House Rules" and rules/regulations printed in itineraries or other distributed printed materials. **USE OF MUSIC DEVICES IS NOT PERMITTED ON ANY FLIGHTS OR MOTOR COACH AND PERSONS DEEMED TO BE INTOXICATED WILL BE DENIED BOARDING TO AIRCRAFT OR MOTOR COACH TRANSPORTATION FOR ALL PARTICIPANTS' SAFETY.** Passengers who are refused boarding due to intoxication or improper behavior (at our carriers' sole & arbitrary discretion) will receive no refund. Participant agrees to pay reasonable attorneys fees and other expenses incurred by Inertia in the collection of unpaid damages, credit card charge backs or disputes, insufficient or stopped checks, or other losses for which participant(s) is (are) responsible. **TRANSPORTATION TO MEXICO, Jamaica, and the Bahamas REQUIRES PROPER DOCUMENTATION;** All participants must have a valid US Passport prior to travel documents being sent. **PASSENGERS DENIED BOARDING DUE TO IMPROPER DOCUMENTATION WILL RECEIVE NO REFUND.** Contact our office if you need expedited passport service.

**ASSUMPTION OF RISK:** Many establishments make available during the course of most trip packages various activities, contests, snowsports, watersports, parties, etc. which Inertia may offer on their behalf. Participants agree to accept responsibility for participating in these activities, where offered, and do so upon their own initiative and assumption of risk. Inertia shall not accept liability for accident, injury or death as a result of participation in said activities. Participant agrees to waive any and all claims arising against Inertia, its employees, independent contractors, agents and/or representatives or associates. By participating on the trip, you agree that your likeness, and/or photographic image may be used at Inertia's sole discretion for any purpose, and used by Inertia Tours and/or its travel affiliate partners and/or sponsors. Inertia events, parties, meals, and travel activities are considered public events & are often

photographed, filmed, or videographed without specific at-time knowledge of travel participants. All images, pictures, and/or video remain the property of Inertia Tours & its sponsors and may be used without compensation or specific notification to travel participants by Inertia Tours, its travel affiliate partners, vendors, suppliers, and sponsors. Inertia does not condone the use alcohol in its programs. Various entities on-location may offer packages including alcoholic beverages, which is beyond the control of Inertia.

**CONDITIONS AND ACCOUNTABILITY:** In providing this vacation, Inertia, through contracts with independent third-party suppliers, arranges for certain services and accommodations offered in connection with the tour. With respect to all scheduled air Flights and Tours, Inertia is the agent and is responsible to the participant for arranging all services and accommodations provided. However, neither Inertia nor their agents, servants, campus representatives, employees or your travel agent shall be liable for any claims, actions, cause of action, injuries, damages, loss, delays, costs or expenses arising out of or resulting from injury, accident or death, damage, loss or delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset/disappointment, distress or frustration whether physical or mental for any of the following: Any act or omission of any third-party contractor supplying services on the tour, including, but not limited to air, land or water transportation services; Any act or omission of any third- party contractor supplying accommodations on the tour; Quarantine; Strikes; Force majeure; The failure of aircraft, land craft or watercraft or any other means of transportation to arrive or depart as scheduled; Civil unrest, disturbances; Government restrictions or regulations; Discontinuance or change in transit or hotel services; Any other cause over which Inertia has no direct control. The total responsibility for the operation, maintenance and scheduling for aircraft, watercraft or land vehicles used for the tour rests with the third-party contractor engaged in transporting passengers. Third-party contractors providing air, ground or water transportation shall not be liable for any damage, loss, delay or expense incurred at a time during which passengers are not on board their craft. Except as otherwise required by law, any claim, action, or cause of action against any party providing air, water or ground transportation services for personal injuries or death shall be brought in the country where the personal injury or death occurred. Upon occasion, Inertia may solicit sponsorship on a national, international or local level for the trip packages from various corporations or entities. It is to be understood by the participant that such sponsorships, if any, are arranged by Inertia or our agents strictly to enhance Inertia trip packages at no or discounted costs to the participant. It shall not be construed by you that these arrangements with such corporations or entities, if any, denotes that said sponsors are in a partnership of any kind with Inertia, its employees, agents or associates nor that Inertia recommends, condones or suggests that the participant purchase, use or consume or approve of said corporate or other entity sponsors' products or services. Grading of hotels and services is in accordance with standard industry practice and a tour participant accepts such grading when booking these tours. Inertia reserves the right to decline any tour member as participant of these tours. An increase in government taxes or fees may be imposed by the transportation companies which, in turn, may be added to the tour price even after final payment. Any increase of this nature for charter flights will be in accordance with DOT rules and regulations. For packages not covered by DOT charter rules and regulations Inertia reserves the right to alter the printed itinerary or schedule of any trip as may be necessary with or without notice and may cancel any trip package for any reason prior to the scheduled trip package beginning and our only liability shall be to refund all monies paid by you to us to date of such cancellation. You shall be refunded within thirty (30) days of such unlikely cancellation.

Travel participants must sign this agreement and return to the Inertia Tours office with final payment. **UNDER NO CIRCUMSTANCES WILL YOU BE GIVEN FINAL TRAVEL DOCUMENTS, TICKETS, ALLOWED BOARDING, OR CHECKED-IN WITHOUT ALL PASSENGERS IN ROOM & BOOKING SIGNING AND AGREEING TO THESE TERMS AND CONDITIONS WITHOUT CONDITION & EXCEPTION.** 2010 TERMS AND CONDITIONS FOR CHARTER AIR PASSENGERS – SPRING BREAK, WINTER BREAK, & SUMMER BREAK

Please read and sign this agreement when payment is tendered for your trip, as the Department of Transportation (DOT) requires us to secure a signed agreement prior to transporting any passengers. The U.S. Department of Transportation requires a number of rules and regulations be disclosed to all charter air passengers as outlined below. Inertia Tours, Inc. has selected various travel affiliate tour operator partners (herein known as TATOP) as the operator for any charter, and/or charter operations and is responsible to the tour participants for air transportation as set forth herein. Public Charters are operated by TATOP. TATOP and the airline reserve the right to substitute any duly licensed air carrier and/or change aircraft type, routing, and do not guarantee single plane or nonstop service. Public Charter and/or scheduled air services are provided by: Sun Country, Aviacsa, Miami Air, Northwest, Southwest, Spirit, Aerocalifornia, AeroMexico, JetBlue, Mexicana, Champion Air, Ryan Air, UPS, Continental, Delta, American, US Air, Spirit Air, Sunworld, Frontier, KLM,

Southwest, and Air Jamaica, depending on originating city and date as well as Vacation Express (VE), Sun Trips (ST), Skyquest (SQ), Sun Coast (SN), Apple Vacations (AP), STS, Sunsplash, Funjet Vacations, US Airways, & MLT Vacations..

**PAYMENT AND TERMS:** Payment to the charter operator direct or through your campus representative or travel agent is applied to round trip air charter air transportation. Hotel accommodation, ground and other package components will be supplied by the agent noted on the reverse side of this form in accordance with those terms and conditions. All stated prices were correct as of 9/01/09. The price, however, is subject to change and should it be increased, you will be given notice as soon as possible so that you will be aware of any supplementary charge. Supplementary charges, including but not limited to security or charter operator surcharges of 10% or less of the total price do not allow cancellation with refunds. Any such charge will occur at least 10 days before departure.

TATOP reserves the right to reduce published prices at its sole discretion and at any time for new bookings only (i.e., on a non retroactive basis). Included in package price: All US/Mexico and/or other foreign and domestic departure taxes plus a \$20 processing fee. Optional Party Packages nor travel insurance are not included, nor free of charge. Roundtrip transfers for spring & summer break are generally included, consult your invoice. Tipping for baggage handling is NOT included in your originating or return airport, or at hotels, please be courteous with transfer personnel.

**OPERATOR'S OPTION AND CO-TERMINAL CITIES:** The following are considered co-terminal cities: (Newark, JFK, LaGuardia, Philadelphia), (BWI, Ronald Reagan, Dulles), (O'Hare, Midway), (Indianapolis, Louisville, Cincinnati, Columbus), (Richmond, Raleigh, Norfolk, Charlotte), (Syracuse, Rochester, Buffalo, Albany), (Providence, Boston) and (Tampa/Orlando/Jacksonville) Your airport and final trip dates will be assigned no later than 10 days prior to departure. Operator's Option: Departures for 7 night packages can be Fri., Sat., or Sun. of your chosen weekend, or for high school summer grad trips, within (14) days of graduation date. The selection of the actual dates is at the charter operator's option and not a reason for cancellation. TATOP reserves the right to use Friday, Saturday, or Sunday departures at our Company's sole discretion, on standard air inclusive tours. Guaranteed Friday, Saturday, or Sunday Departures are available at a cost of \$75 additional per person for tours/packages at the time of the initial booking, and later if available.

**FLIGHT SCHEDULES / CHANGES / CONNECTING FLIGHTS:** Flight times are not guaranteed and may affect actual length of time in vacation destination on travel days (not a reason for a refund). This includes hotel changes due to overlapping room inventory. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with the operator's option plan. Therefore, it is the sole responsibility of the tour participant to reconfirm both outbound and return flights (24) hours prior to takeoff. Connecting Flights: Since charter air schedules are subject to change, we are not able to assist you or give any refund of any kind for charter flights missed or delayed flights as a result of connections. Passengers are advised to allow ample time (minimum 6 hours, preferably overnight) between the connecting flight and Inertia provided flight. We cannot be held responsible for missed connections. Inertia cannot guarantee identical flight times for groups over (4) passengers on scheduled air service, although Inertia does guarantee same-day arrival and departure dates. Inertia is not responsible for passenger-caused missed airport transfers at any destination, nor reimbursement, whether Inertia has included transfers as part of the Tour or not.

**AIR PASSENGER RESPONSIBILITY:** It is required that you arrive at the airport at least 3 hours prior to scheduled departure. Flight times shown are not guaranteed and are subject to change without notice. It is the responsibility of each participant to reconfirm all flight times. When a customer's ticket, or a portion of the ticket, is lost, stolen or destroyed, the customer will be required to purchase another ticket at the appropriate fare before transportation will be furnished between the points covered by the lost ticket. There will be no refund or replacement for a lost ticket. Each passenger must have proof of citizenship. The following are considered proof of citizenship: Valid U.S. passport for International vacations, and a valid US State Issued ID for domestic packages. Children under 18 must have an original or certified copy of birth certificate, and a notarized letter of permission signed by BOTH parents or a "Sole Custody" or "Father Unknown" document. Non-U.S or Foreign residents of the U.S must contact the appropriate foreign Consulate and comply fully with their requirements. Failure to possess required documents will result in denied boarding without refund. **TATOP'S RESPONSIBILITY:** We arrange with airlines and other independent firms to provide you with air transportation services. Although we are the principal and take great care in choosing our suppliers, we do not control them and therefore cannot be responsible for their acts or omissions. The airline and the TATOP also reserve the right to change aircraft type and to substitute another authorized carrier. No refund will be given for such changes. If the TATOP or the airline cancels the trip for any other reason including failure to obtain landing rights from foreign government or the United States, you will receive a full refund. We may refuse to accept or retain any person, as a

participant, at any time, whenever, in our sole judgment, conditions warrant, in which case a proportionate refund will be made. The TATOP will not accept responsibility for additional charges incurred for expenses or lost wages as a result of changes in flight times, and/or missed holiday time. All air transportation is subject to conditions imposed by airlines who may limit their liability by tariffs, contracts and international agreements. Due to increased fuel costs, please contact your airline carrier directly to inquire about checked baggage fees, if applicable. 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 Inertia HAVE NO RESPONSIBILITY TO CUSTOMERS WHO FAIL TO SUBMIT A LOST BAGGAGE CLAIM FORM TO THEIR AIR CARRIER WITHIN 24 HOURS OF ARRIVAL. Inertia assumes no liability for lost or delayed baggage and strongly recommends the purchase of the Optional Trip & Travelers Insurance Policy. Unless we are negligent, we are not responsible for any claims, losses, damage, loss or delay of baggage or other property or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration resulting from: (a) the act or omission of any party other than TATOP or its employees; (b) mechanical breakdowns, government actions, weather and other factors beyond our control; or (c) cancellation or change for any reason in the services offered (except as provided below). Subject to the rules on major changes as described below, TATOP reserves the right to cancel or alter services at its discretion. In the event of change, the TATOP will try to substitute comparable services; in the event of cancellation, TATOP's only liability will be to refund within 14 days, all monies paid. TATOP may not cancel a charter less than 10 days before scheduled departure except when it is physically impossible to perform the trip. If this happens notice will be given as soon as possible but in any event before the scheduled departure. A major change is (1) a change in the scheduled departure or return date, (2) a change in the origin or destination city for any flight (other than a change in the order in which cities are visited) note: co-terminals may be used, or (3) a price increase amounting to more than 10%. All of your rights and remedies hereunder are additional to other rights you may have under law, but acceptance of any refund hereunder constitutes a waiver of all such other rights and remedies. INSURANCE: Due to the stringent cancellation restrictions as well as risks generally associated with travel, (i.e. sickness, injury, travel delays, non-coverage health insurance internationally, etc.), we emphatically recommend the purchase of the Optional Trip & Travelers Insurance. Inertia is not responsible for these occurrences. Your invoice will reflect the addition of \$39 (South Padre & Panama City), & \$49 (all other destinations) for this optional coverage, which you may decline on this contract in the section above your signature. This policy must be purchased prior to final payments being received by Inertia. APPLICABLE LAW: Participant, by execution of this contract, acknowledges that he/she has caused an event to occur in the State of Texas and hereby irrevocably consents and confirms exclusive jurisdiction & venue to the courts of Cameron County, in the State of Texas in the event of any dispute pertaining to this contract or any matter arising there from or in connection therewith. By signing this agreement, participant hereby agrees and accepts the Inertia Terms and Conditions listed above, and agrees that should any part of this contract be found unenforceable, the balance of the contract shall remain intact.

**ONE FORM REQUIRED FOR EACH PARTICIPANT PLEASE MAKE COPIES FOR ADDITIONAL PERSONS****This page is the required one to return**

REQUIRED: MAKE LEGIBLE &amp; ALL FIELDS MUST BE 100% FILLED OUT

Name of Passenger: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_

Zip \_\_\_\_\_ Cell Phone #:(\_\_\_\_\_) \_\_\_\_\_

Reservation #: \_\_\_\_\_ Destination \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Week of Travel \_\_\_\_\_ Property: \_\_\_\_\_

I understand the my credit card has been charged via the web by Mazatlan Express for trip monies due, and agree to waive all rights to chargebacks as a means to remedy disputes, and agree to all pages outlined within these terms & conditions in full. I have read and agree to the foregoing terms and conditions of this Tour Operator Trip Participant Agreement & (if applicable) Air /Motorcoach Transportation.

**I understand that this is a legally binding contract to which I am agreeing to in full outlined above & have read & understand all pages of this contract by signing below:**

Signature of Traveler: \_\_\_\_\_ Date \_\_\_\_\_

Fill out & Return Below Portion **ONLY** if you a parent/legal guardian agreeing to the terms & conditions for your minor son/daughter OR if you would like to add the optional traveler insurance policy now.

By checking here, I choose the following option pertaining to travel insurance as offered and understand my risk in doing so: Travel Insurance: Accept: \_\_\_\_\_

Charge is \$39.00 (Padre/Panama City) \$49.00 (all others) per policy, and is HIGHLY RECOMMENDED. Insurance is AN ADDITIONAL FEE as indicated.

Travel Insurance cannot be added nor be processed once full payment has been received.

**MINORS UNDER 18 at TIME OF TRAVEL – parents must complete below**

I, as the legal parent or guardian of above traveler, have read the above terms and conditions and agree to accept these terms and conditions and accept responsibility for my minor child.

Name of Parent PRINT: \_\_\_\_\_

Signature of Parent): \_\_\_\_\_ Date: \_\_\_\_\_

**If a minor is a travel participant, you must bring a Parental Authorization to Travel Form to airport signed by both parents/legal guardians & notarized. Do *not* transmit to Inertia Tours.**

Sign previous form & return to our office via one of these three methods:

#1: US MAIL: **Inertia Tours, PO BOX 9943, Austin, TX 78766** -or-

#2: FAX all pages initialed & signed to toll free 888.344.4087 -or-

#3Scan & email to [tripinfo@inertiatours.com](mailto:tripinfo@inertiatours.com).

NOTE: All tour participants in your group must return this form, along with a signed credit card authorization to bill form (if credit card used for more than initial down payment deposit) prior to any participants travel or tour arrangements being transmitted to any participants. Please contact your group!