



### **MJW Adventures / Winter Rendezvous Terms & Conditions**

Whether or not signed by you, this MJW Adventures. "MJW Adventures" and "Winter Rendezvous" (collectively referred to within as "MJW Adventures") Terms and Conditions agreement (this "Agreement") shall be deemed to be an acceptance and agreement by you, and on behalf of all other persons traveling on this adventure, to be bound by all the terms and conditions set out herein. MJW Adventures acts solely in the capacity as agent and shall have no responsibility for the acts and omissions of the airlines, dive operators, live-aboard, hotels, resort operators, ski resorts, transportation companies, tour operators, and any other suppliers providing services (collectively the "Supplier")

Any individual participating in Winter Rendezvous activities and events must be a registered participant, and at all times be able to produce proper documentation and credentials to be illegible to receive and/or benefit from any discounts, rebates, or incentives offered by Supplier. With regard to resorts and hotels, all participants occupying the room must be registered with Winter Rendezvous to receive the Winter Rendezvous discount, and must call the hotel directly to reserve the room. Using the internet to book your room will result in forfeiting all discounts and/or breakfast privileges for yourself and all members of your party.

#### Deposits and Payment Schedule

Depending on the total price of an adventure a deposit and/or full payment must accompany all reservations to confirm your space on an MJW Adventures trip. If you are paying by credit card, all deposits and final payments, as well as any applicable surcharge fees, will be automatically charged as indicated, unless MJW Adventures is notified at least 3 business days before such payment is due. If you are paying by check, your check must be received by the date required or your reservation is subject to cancellation without notice. Failure to make timely payments of any reservation will cause your reservation to be cancelled without notice and all amounts paid to date held in accordance with MJW Adventures' cancellation policies.

#### Deposit Structure

\$0.00 - \$350	Full payment is due at time of booking
\$350 - \$500	\$100 deposit required to secure space
\$350 - \$1000	\$300 deposit required to secure space
\$1,000 – and up	\$500 deposit required to secure space

#### Cancellation and Transfer Policies

If a reservation is cancelled or re-booked to a different trip, refunds of the total package price will be subject to a cancellation charge according to the following schedule:

#### Cancellation Charges

##### Days Before "Start-date"

Over 150 days	No charge: Full refund of deposit will be issued.
121-150 days	Forfeit 50% of the initial deposit and/or payment
91 – 120 days	Forfeit 100% of the initial deposit and/or payment
61 – 90 days	Forfeit 100% of deposit plus 50% of total package price
60 or less days	Forfeit 100% of deposit and 100% of total package price

Traveler substitutions (name changes) are allowed for a charge of \$100, plus any charges imposed by Supplier, including without limitation air carriers. You must notify MJW Adventures of any such substitution in writing at least 7 days prior to "start-date". MJW Adventures **strongly recommends** purchasing trip cancellation insurance and diver Insurance when applicable.

All packages are based on double-occupancy accommodations. If requested, MJW Adventures will attempt to match you with a roommate. Accommodations may be coed and require you to share a relatively small space. You may

want to bring earplugs, and or sleeping aids if you are a light sleeper or bothered by the sleep sounds of others. If you wish to guarantee your own room, you may pay the single supplement fee. Single supplement fees vary depending on the adventure. Please call us at (857) 445-7198 for fees on a particular adventure. If you choose to room with a specific person/travel companion you must indicate the persons name on your initial trip application form. Please note the person you indicate must already be or become a registered and confirmed participant no later than 15 days after the date of your completed & accepted trip application form. Forty five days and prior to MJW Adventures reserves the right to cancel a trip due to insufficient number of participants or other reasons. MJW Adventures is not responsible for incidental expenses including non-refundable airline tickets. If a charter and/or live-aboard are not sold out, we may share the boat with people not from our group.

#### Travel Documents

Any applicable documents such as your airline tickets and/or charter vouchers, travel documents, and all other pertinent travel information will be sent to you approximately 2 weeks prior to your departure. A list of essential information required to travel is also normally posted on the MJW Adventures website (mjwadventures.com) approximately 3 weeks prior to the start-date of your trip. Some documents are sent electronically and will be sent via email or other electronic method.

#### Passport & Visa Requirements

All passports, visas and other travel documents required for travel and to gain entry to all countries are your sole responsibility. All international travel requires a valid passport. Visas may be required, depending on the destination. Citizens of countries other than the U.S. should contact an embassy or consulate of the destination country for specific entry requirements.

These documents are your responsibility and MJW Adventures is not responsible for any delays you may encounter due to incomplete or incorrect documentation, nor shall MJW Adventures or its Supplier have any liability therefore. Should you fail to possess valid documentation, you may be denied boarding or entry and will not be entitled to any refund. Your full compliance with all customs regulations and all local and national laws is your own responsibility.

#### Liability and Responsibility

You agree to hold MJW Adventures free of responsibility for, and to bear the sole risk of any delay, claim, liability, loss or accident occasioned by the fault or negligence of any Supplier or other person or company entrusted with such service. By making your reservation and agreeing to utilize the services of MJW Adventures and Supplier, you agree that neither MJW Adventures nor Supplier, nor their affiliates, agents, principals, employees, or representatives shall be liable for any loss, injury, or damage to you or your belongings, or otherwise in connection with any accommodations, transportation, or activity you engage in while on your MJW Adventures trip, or for trip cancellations, delays, changes in itinerary or schedule, or other services whether or not resulting directly or indirectly from any occurrence beyond their control, including without limitation, Acts of God, breakdown of the Vessel, hostilities, blockades, labor conflicts, strikes, war, fire, collision, arrest, order or restraint by governmental authorities or others, acts of terrorism, civil commotions, weather conditions and , or other circumstances.

All travel arrangements made for or by you for air transportation, shore excursions, land tours, ground transportation, hotels, restaurants and other similar activities or services are made solely for your convenience and are at your risk. The providers of such services are independent contractors and are not acting as agents or representatives of MJW Adventures or Supplier. In no event shall MJW Adventures or Supplier be liable for any accident, injury or harm to you that occurs on land or at sea (above or beneath the water surface, off the Vessel (including but not limited to live-aboard, dive boats, or dingy,) hotel or resort as a result of any acts, omissions or negligence of any third parties or independent contractors.

MJW Adventures reserves the right to (1) cancel the trip at any time prior to "start-date" and refund all monies in full settlement of its obligations, and (2) decline to accept or retain any person as a member of the trip.

#### Photographic Release

You hereby agree to grant MJW Adventures, its successor, licensees and assigns, all rights of every kind in perpetuity to the use of your photograph or likeness in all forms and media and in all manners, for marketing or any other lawful purposes, without limitations, at MJW Adventures' sole discretion and further more release MJW Adventures, and Supplier, and Sponsors, and their respective employees, principals, representatives, and agents, and all other persons traveling on this trip from any liability, loss, expense, damages, or claims arising from distribution, broadcast, sale, or use of your likeness or voice

MJW Adventures does respect your privacy. If you do not desire to be part of future marketing materials, you may rescind this release (Photographic Release) in writing upon arrival or at any time prior to the end date of the event/trip/adventure. After the end-date, the right to so rescind shall be forever waived

Authorization

This Agreement constitutes the entire agreement between you and MJW Adventures pertaining to the subject matter hereof and supersedes any prior or contemporaneous agreements, representations, negotiations or understandings between the parties not herein expressly set forth. MJW Adventures may assign, convey or transfer its rights under this Agreement without your prior written consent or approval.

I certify that I am at least 18 years of age. I have read the above terms and conditions regarding liability, responsibility, payment schedules, deposit policy, photographic release, and other matters, and agree to the provisions thereof.