

The following Terms & Conditions apply to all bookings. Please take particular notice of the Cancellation Charges set out under this contract – as you will be agreeing to these terms when you book and this is a legally binding enforceable contract.

XTREME GAP TERMS AND CONDITIONS

The following Terms and Conditions apply to all bookings.

Please take the time to read the Terms and conditions carefully, as they are written to protect your interests. You are bound by these Terms and Conditions, herein set out, upon issue of payment confirmation of deposit, whether by electronic mail or post. (You should accept these terms only if you have carefully read and understood the contents).

THE CONTRACT

a) Your contract is with Xtreme Gap; a Company registered in the Netherlands. Herein after called "Xtreme Gap" or "we". When you make a booking you confirm that you have the authority to accept and do accept the terms and conditions set out below. If at the time of booking you are aged 18 years or under these Terms and Conditions of booking must be accepted by your legal guardian. Please read these conditions carefully as you will be bound by them. There may be additional conditions that apply to a specific programme, in which case these additional conditions will be displayed on the programme pages of our website or in the programme information sent out to you at the time of booking.

b) If you book a programme through Xtreme Gap, once your place has been confirmed we will accept responsibility for it in accordance with these Booking Conditions as an "organiser" under EEC regulations.

A package holiday is a combination of at least two elements out of (a) transport, (b) accommodation or (c) other tourist services (not ancillary to any transport or accommodation and forming a significant part of the arrangements) where booked through Xtreme Gap at the same time, for which payment is made to Xtreme Gap and which last at least 24 hours, or include overnight accommodation. Where transfers, insurance, or other separate services have been purchased these will be subject to terms and conditions of the original supplier, you should therefore consider that any ancillary services are sold on a non-changeable, non-refundable basis.

CONFIRMATION INVOICE

a) On receipt of your booking and all appropriate payments, we will, subject to availability, confirm your arrangements by issuing a booking confirmation, and/or invoice. Please check the details of your confirmed booking carefully. Please contact us immediately if any information, which appears on the confirmation, or any other document appears to be incorrect, or incomplete, as it may not be possible to make changes later. Where we act only as an agent we will have no responsibility for any errors in any documentation except where those errors were made by ourselves. Prices and Payment a) The deposit amount for most of our programmes is €250. Please see your booking form, or programme information, for details. The moment we receive your deposit we start processing your application and, therefore, it is non-refundable. (For special offers, which may include a delayed deposit payment, we will start processing your application from the time of booking despite the delay in deposit payment. Cancellation charges still apply during the period between booking and deposit payment in such cases). Upon payment of your deposit to Xtreme you will be sent a confirmation of receipt, the terms and conditions of your booking and details of the due dates of further payments. The balance of your booking must be paid no later than 12 weeks prior to your departure date, or on booking if you apply within 12 weeks of your departure date. You must make payments by their due date. If we do not receive all payments due in full and on time we reserve the right to treat your booking as cancelled by you and retain all deposits paid, or due at that time.

b) Dependent on which programme/s you have selected, you may be sent further forms to complete and return to us. Xtreme reserves the right to postpone your programme if you have not returned all the necessary completed forms to process your application within the required timeframes. Xtreme also retains the right to refuse any application deemed unacceptable for any reason.

c) The prices of Xtreme Gap programmes are based on exchange rates from May 2009. Whilst we reserve the right to change our prices at any time before you book, the price on your booking invoice will not be increased or decreased except in the following circumstances. A surcharge will be payable, where transportation costs and/or any taxes, or fees payable for services such as embarkation/disembarkation fees at ports that may increase. Even in such cases, we will absorb increased costs up to a total amount equivalent to 2 percent of the cost of your confirmed programme (excluding insurance premiums, any amendment charges and flights not included in the programme). If the increased costs exceed this 2 percent we may levy a surcharge. In the unlikely event that any surcharge is greater than 10 percent of the cost of your programme (excluding insurance premiums, any amendment charges and flights not included in the programme), you will be entitled to cancel your booking and receive a full refund of all monies paid to us (except for any amendment charges and flights where applicable), or you can book an alternative trip if available, with the appropriate price adjustment. In no circumstances will a surcharge be notified to you within 30 days of departure. (The requirement of the company to absorb the 2 percent amount referred to in the clause is subject to any change in the law following the date of writing of these terms and conditions and to the extent that any change in law removes such requirements we may pass on the full amount of any surcharge to you).

d) For ancillary arrangements which do not form part of our packages, we reserve the right to pass on any cost increases to you in full.

FINANCIAL SECURITY

a) We would like to point out that your funds are secure. As a legitimate registered Dutch company (Company Registration No: 34310929, Netherlands.) Xtreme Gap complies with EEC regulations under the Council Directive 90/314/EEC.

b) Clients Trust Account. We comply by means of a secure client trust account. This means that all monies paid over by customers under, or in contemplation of a contract for a relevant tour are held in a trust account and monitored by a trustee. Such sums will be held in trust until the contract has been fully performed or any sum of money paid by the customer in respect of the contract has been repaid to him / her or has been forfeited on cancellation by the customer.

INSURANCE

a) It is a condition of booking that every passenger must have travel insurance in force for the entire duration of the programme. If you are on programmes where travel insurance is not included you must ensure that the cover provided by your insurance is adequate and appropriate for your placements and personal needs and that it also covers the cost of repatriation, including air evacuation costs, should such a situation necessitate it. You must provide details of your insurance policy (policy number, insurer and emergency assistance telephone numbers) prior to your departure. It is your responsibility to ensure that you are adequately insured, as we will not check your policy. If you join the programme without adequate insurance you may not be allowed to continue on the programme with no right of refund. Xtreme accepts no responsibility for the loss of, or damage to, personal property or valuables. Insurance to cover the loss of baggage and valuables is also highly recommended.

CHANGE OF BOOKING

a) Xtreme Gap is confident that you will be completely satisfied with your booking, however due to unforeseen circumstances there may be situations in which you wish to cancel your booking or delay your activity start. We offer several options in this case. We will either issue you a credit for use with another activity (up to the value of the activity paid) lasting a full 6 months from initial booking, for example if you cancel your Muay Thai training yet opt for the Yoga course. If you do not wish to take this option we will offer you a 50% refund on courses not already taken and 50% of standard resort accommodation costs, on time not yet used. Unfortunately all other associated costs with your booking are non-refundable.

b) Some of our sports academies, or sports courses, due to their seasonality, cannot accept postponements. For these programmes changes to your departure date will be treated as a cancel

CANCEL BOOKING

a) You may cancel your arrangements at any time, please note this may incur cancelations charges as set out here. Should you need to cancel your chosen arrangements you must immediately advise us in writing. Notice of cancellation will only be effective when it is received in writing by Xtreme Gap.

b) We would strongly recommend that you take out full insurance at the time of booking, which should then in most cases include cover, under certain circumstances, against loss of deposit, or cancellation fees.

Cancellation Charges & Due Payments

- Time of booking: 121 days or more before start date or departure date (whichever is the earlier) Fees due: Loss of Deposit.
- Time of booking: 120 - 91 days before start date or departure date (whichever is the earlier) Fees due: 50% of fee payable at time of booking and full balance due at least 90 days prior to start date
- Time of booking: 90 days or less before start date or departure date (whichever is the earlier) Fees due: 100% or Full payment of fee at the time of booking

Please note: If you book a Round the world package or a combination of more than one programme, 50% of the balance due must be paid no later than 140 days prior to the departure date with the remaining balance payable no later than 90 days prior to departure.

Deposit Amount

The deposit on all our programmes is €250. In many cases we reserve your place for €100, this does not constitute the full deposit balance. Should you cancel your programme you will still be liable to pay the full balance of your deposit.

Please note: If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit.

Group Bookings

If you are booking as part of a group, a group is defined as people who are friends or associates and have opted to share accommodation, (individuals independently booking who Xtreme Gap have placed together in shared accommodation is exempt), each individual person assumes shared liability for the full amount of the booking. Should there be a cancellation, the individual must pay the balance due, or if unable to do so, the group must pay the balance on behalf of the individual with the cancelled booking. This is because there are often discounts applied to group bookings that must be honoured with full payments due.

GOING DIRECT TO THE SUPPLIER

Where Xtreme Gap acts as an agent, the following conditions are set in place to protect the Xtreme Gap. Any individual who has booked with Xtreme Gap and received a confirmation invoice may not then cancel to join the programme direct with the supplier. The booking contract agreed at time of booking stipulates that you agree to book through Xtreme Gap for the services of the overseas party and if this contract is broken, it is the right of Xtreme Gap to pursue **the full balance due**, and to request the partner with hold services until full payment is received. The partner supplier is with in their rights to respect the agreement to do this with Xtreme Gap and is not liable for any refund or reimbursement of any monies paid.

CHANGE OR CANCEL OF TRIP BY XTREME GAP

a) It is unlikely that we will have to make any changes to your trip, but we do plan the arrangements many months in advance. Occasionally we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest opportunity. A minor change is any change which, taking account of the information you have given us at the time of booking, or which we can reasonably be expected to know as a travel operator, we could not reasonably expect to have a significant effect on your confirmed trip.

b) The whole philosophy of this style of travel, as outlined on our website, is one which allows some alternatives and a degree of flexibility. The outlined itineraries given for each programme must therefore be taken as an indication of what you should accomplish, and not as a contractual obligation on our part. When necessary, we reserve the right to make alterations to a trip without notice, including to the itinerary, excursions, activities, accommodation, and amenities. These alterations may be made if in our reasonable opinion it be regarded as essential to provide due care, or to ensure the satisfactory progress of the programme, but are not limited to these reasons. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, road conditions, weather, border restrictions, sickness and other unforeseeable circumstances. No refunds will be given for services not utilised. It is a fundamental condition of joining any of the programmes described in the brochure, on our website, or any marketing material, that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment are possible. If you are unable, or do not choose, to complete an itinerary outlined for a programme, we are not liable to supply alternative itineraries, excursions, accommodations, services, or staff for the period when you are not present with the group.

c) We will endeavour to let you know, as soon as we can if, through no fault of your own, we are forced to significantly alter your programme. Should your programme be interrupted by events that we could not reasonably have anticipated and the event significantly affects your programme, we will endeavour to find an alternative programme as soon as is reasonably possible. You have the right to accept, or decline the alternative. Under these circumstances, refunds will not be made and any travel costs incurred will be your responsibility. Xtreme cannot accept liability for any programme changes, or cancellations, as a result of "force majeure", for example war or threat thereof, terrorism, fire, sickness, bad weather, acts of government or local authority, acts of God. Except in the case of extraordinary circumstances beyond our control we will not cancel a programme less than 8 weeks prior to departure.

d) Should you be the only person booked on a programme 30 days prior to departure we may take the decision to cancel the programme. You will be given the option of switching to another programme, postponing your trip, or a refund (not including flights, insurance, and visa fees)

e) If we have to make a significant change or cancel (except in the case of "force majeure"), we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:

i. for significant changes, accepting the changed arrangements or ii. purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or iii. cancelling the booking and obtaining a prompt refund of the money paid (not including flights and Visa fees) - as long as you have given us written notification of cancellation within 7 days of the date on which you were notified of the alterations. If we have to make a significant change, or cancel, 8 weeks or less before departure, subject to the exceptions below, we will pay you the following compensation: lation and cancellation terms will apply.

Period before scheduled departure date within which a significant change is made known to you. Compensation

More than 55 days Nil

43-55 days €10

28-42 days €20

15-28 days €30

0-14 days €40

FORCE MAJEURE

We will not accept liability, or pay any compensation where the performance, or prompt performance of our contractual obligations is prevented, or affected, or you otherwise suffer any loss, or damage, due to circumstances that come under the definition of 'force majeure'. In these booking conditions 'force majeure' means any event that we, or the supplier of the services in question, could not foresee, or avoid, even with all due care. Such events include, but are not limited to war, the threat of war, insurrection, riots, strikes, civil action decisions by governments or governing authorities, natural disaster, bad weather, technical or maintenance problems with the transport, criminal and terrorist acts or similar circumstances beyond our control.

PROBLEM OR COMPLIANT

a) Xtreme Gap works with receiving partners in each of the destinations that we offer programmes. They are responsible for representing us and offering you in-country support while you are on your programme. You will be provided with a programme representative in the country to which you are travelling. Full contact details for the representative will be given to you prior to departure. In country representatives are responsible for your orientation and organising your placement at the programme. They are there for any support you may need regarding local advice, emergency issues and to resolve any issues you may have regarding your placement.

b) In addition to the in-country support, you will also be provided with Xtreme's 24 hour emergency contact number prior to your departure. Please note, however, that this is for genuine emergencies only. Xtreme is also contactable on the office contact numbers and email for non-emergencies, during office hours.

c) If you feel that you have reason for complaint during your programme it is your responsibility to ensure, at the earliest possible opportunity, that any perceived failure in the performance, or improper performance, of the contract, whether by the company, or its suppliers, is communicated to the programme representative or supplier, and simultaneously inform Xtreme by email, fax, or telephone, so that the concerns can be addressed. You must communicate any complaint to us, the supplier of services and the programme representative at the earliest possible opportunity and whilst you are still on the programme. Failure to do so will affect our ability to investigate the complaint and your rights under the contract. Until we know about a problem or complaint, we, or the supplier, cannot begin to resolve it. If your complaint, or problem is not resolved to your satisfaction you must write to us within 28 days of the programme completion date.

OUR LIABILITY TO YOU

a) We will only pay compensation if, after departure, your programme, or travel arrangements, booked through us, are not provided as described in your programme information, due to the fault of our employees, agents or suppliers, and if this has significantly affected your experience and your enjoyment of it. We will accept liability in accordance with package travel regulations. These conditions will be governed by Dutch Law. When signing these terms and conditions, both parties recognise that you are not an employee of Xtreme Gap. i. Nothing in these conditions is intended to exclude, or limit, our liability to you if death or personal injury is caused by our negligence, or that of our employees (providing they were at the time acting within the course of their employment). Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part, or that of our suppliers in performing our obligations under the contract. ii. We will not be responsible for any claim arising as a result of any, or all, of the following;- 1) the fault of the person(s) affected or any member(s) of their party or 2) the fault of a third party not connected with the provision of your programme which we could not have predicted, or prevented, or 3) the fault of anyone who is not carrying out work for Xtreme Gap (generally or in particular) at the time, or 4) an event or circumstance that we or the supplier(s) of the service in question could not have predicted or prevented. This may include (but is not limited to) an occurrence of force majeure, as described in these booking conditions. iii. In respect of travel by sea, rail and air, and the provision of accommodation, our liability will be governed by and limited in accordance with the relevant international conventions. The provisions of these Conventions and any other convention in force at the time of your trip are incorporated into these booking conditions and form part of your contract. iv. In respect of claims for death and personal injury we will not be liable for any loss of profit, or loss of business, or any form of consequential loss or damage, whether or not arising as a result of physical damage to property and regardless of the actual cause of such loss or damage. b) The services and facilities included in your package will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

SUPPLIER CONDITIONS OF CARRIAGE

a) Locally arranged transport is used at times during the programme. You agree to also abide by the terms and conditions of all such carriers related to the trip.

b) Where public transport is used we cannot be held responsible for its standards, nor liable for any damages, loss, or injury, incurred during its use.

BEHAVIOUR

A booking is accepted on the strict understanding that you undertake to comply with the laws, customs, foreign exchange, drug and all other regulations of any countries visited during the programme, as well as all hygiene, safety and security rules. In addition, many of our programmes have their own rules and behaviour guidelines, which are intended to ensure your safety and enjoyment of the programme. You will be advised of any specific programme rules either in your pre-departure information, or during your orientation. Do be aware that in the event that you are found violating such rules, or laws and regulations, or otherwise prejudicing the safety, or well being of a group, or progress of the programme, we may terminate your trip with us without any liability on our part.

MARKETING MATERIALS

Any likeness, or image of you, secured, or taken, on any of our programmes may be used by the Company without charge in all media for bona fide promotional, or marketing purposes, such as in brochures, slides, video shows and the internet. By participating in our programmes you are agreeing to waive any rights to these images, or comments made and agree that they may be used by Xtreme Gap in future promotions.

CRIMINAL RECORD CHECK

a) When signing up to any project involving work with children, or vulnerable adults, you are agreeing to undergo an enhanced Criminal Record Check to ensure your suitability for the placement. We reserve the right to delay, or postpone, your programme until the Criminal Records check has been completed and are not responsible for any delays in this process or costs incurred. Should you fail the Criminal Records check for any reason, Xtreme reserve the right to cancel your placement, and no refund of monies will be given. In this instance, our cancellation Terms and Conditions.

PASSPORTS AND VISAS

a) It is your responsibility to be in possession of a valid passport and any necessary visas, or health documents, as required, for the entire duration of your programme, and to ensure that you meet the entry requirements of the countries that you are traveling to. Requirements may change and you must check the up to date position in good time prior to departure. The name in the passport must match the name on your ticket where provided. We cannot accept liability, or consider refunds if you cannot travel, because of incomplete, or incorrect documentation.

b) For some placements you will need a visa to enter the country. It is your responsibility to organise any visas necessary for the trip. Xtreme Gap recommends that you apply for a tourist visa where necessary. If you break the conditions of your visa whilst you are on your programme, for example undertaking any work for which you are paid without an appropriate Visa, and as a result you are asked to leave the country, you will not be entitled to any refund, or alternative placement.

HEALTH AND TRAVEL ADVICE

a) Any information, or advice provided by the Xtreme Gap on matters such as visas, medications, vaccinations, climate, clothing, baggage, special equipment, permits, specific itinerary details etc, is given in good faith to the best of our knowledge at the time, but without responsibility on the part of the Company as to individual requirements for specific trips.

b) In the interests of health and safety, you must comply with the following requirements. If you fail to comply with any of the following, Xtreme cannot be held liable: i. You must visit your GP, or reputable travel clinic, several months prior to departure in order to find out what vaccinations you may require and to ensure these are administered within plenty of time. ii. You must ensure you have all necessary medication/prescriptions. iii. It is your responsibility to obtain any advice on necessary equipment, which could include such items as: first aid kits, mosquito nets, or anything else advised by Xtreme Gap. iv. It is your responsibility to check any country related travel advice before embarking on your trip. Specifically any advice issued by the British Foreign and Commonwealth Office: www.fco.gov.uk. Should a relevant security issue arise whilst you are away, Xtreme may contact you advising of any potential hazards. All advice will be based on the BFCO and other industry sources, no matter what your nationality.

FITNESS AND SPECIAL REQUESTS

a) We reserve the right at any time to require you to produce a Doctor's certificate of fitness to participate in the programme. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the programme, you must advise us of this at the time of booking. If we reasonably feel that we are unable to accommodate your needs, due to particular health requirements, we must reserve the right to decline your reservation, or if full details are not given at the time of booking, cancel when we become aware of these details and apply cancellation charges as described in Clause 8 of these conditions.

b) Special requests must be made at the time of booking. We will pass on your request to our appropriate partners, or service providers, but cannot guarantee that these will be accommodated.

FLIGHTS & TRANSFERS

a) It is your responsibility to arrange and pay for any flights, including any internal flights. Xtreme Gap cannot be held responsible for any action, negligence, or event relating to the purchase, or operation of flight tickets, or flights. Further, Xtreme will not be responsible for any costs, or refunds, due to changes, or delays in flights.

b) In the event that your placement is cancelled or postponed, due to circumstances beyond our, or our partner's control, we and/or our partner cannot be held responsible for any expenses incurred. This includes any flight, travel, or other costs including, but not exclusive to, any charges made by the airlines for cancelling, changing, or transferring flights, or other arrangements. Compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available directly from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from Xtreme Gap.

WEBSITE AND BROCHURE ACCURACY

Every effort is made to provide as much pricing information as possible on our website and in our brochures and to ensure this information is accurate. Any programme information detailed in our brochure, website, pre-departure packs and any other marketing medium is deemed correct at the time it is written. Regrettably, however, changes and errors do occasionally occur. We cannot accept liability for errors that become apparent, or occur after this material has been produced. Prices and details of products and services and any offers posted online are subject to change without notice and all products, services and offers are subject to availability. We will do our utmost to ensure you are notified of any programme changes that may affect you prior to your departure, if Xtreme is made aware of the changes in enough time to do so.

OTHER CONDITIONS

a) You agree to advise us of flight arrival details and of any changes that may be made to your arrival details at the earliest possible opportunity. Should you arrive outside the agreed start date/time for your programme, or do not advise of your correct arrival details, you may have to cover transfer costs.
b) Accommodation and meals will be arranged for programmes where specified within individual programme details. It is your responsibility to confirm with Xtreme whether or not they are included in your booking fee and to advise us of any special dietary requirements. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard. You may be required to share a bathroom and/or bedroom and these may differ to the standard you are accustomed to.
All matters, or disputes arising out of this contract shall be governed by and construed in accordance with the laws of the Netherlands and are subject to the jurisdiction of the Dutch Courts.

IN ACCEPTING THESE GENERAL TERMS AND CONDITIONS YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THEM.

Xtreme reserves the right to cancel a programme allocation, and retain the deposit paid by you, should you not have confirmed acceptance of the Terms and Conditions in writing, by email, or through our website within 2 weeks of a request to do so.

Assumption of Risk and Liability release

For Avoidance of doubt submitting on our online booking form by your self or legal guardian or person acting with your consent on your behalf is confirmation that you have read and agree to the following:
WITHOUT LIMITATION, XTREME GAP 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 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 CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF XTREME GAP, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET FORTH HEREIN.

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 Xtreme Gap may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognise the potential for injury and death which can result from my irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realise and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of Xtreme Gap or the negligence or participation of other participants, contractors and/or subcontractors to Xtreme Gap. I also recognise 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.

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 behaviour 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 Xtreme Gap. IV. RELEASE OF LIABILITY: In consideration of the services and arrangements provided by Xtreme Gap, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Xtreme Gap, and its owners, officers, directors, affiliates, 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, AFFILIATES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF XTREME GAP. 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 Xtreme Gap, its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees, for any reason whatsoever. VI. MEDICAL AUTHORISATION: I hereby authorise 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.