

BREAKAWAY

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TRAVELER GUIDELINES

The Breakaway Beach Traveler Guidelines, Terms & Conditions, and Waiver & Release Agreement needs to be signed and handed in to your Breakaway Beach leader to boarding your bus.



TRAVEL WITH FRIENDS

Whether it's getting closer with your own crew, or meeting tons of others from around North America.



EXPLORE MORE

Step out of your comfort zone. Explore your surroundings, be adventurous and get involved in all our Breakaway activities and exclusive events.



TAKE RESPONSIBILITY

Woohoo, freedom and independence! This trip is going to be unreal, however you need to take responsibility for your own actions. Act like a mature adult and we're all good!



RESPECT

Treat all Breakaway leaders, other guests, locals, and anyone you meet on your trip with respect. All good vibes, all the time.

HOW TO STAY SAFE

Our #1 priority is safety. Please be aware of our guidelines that are in place to keep you and your group safe. Some are actual laws, but most are just common sense.

- ✓ Fighting and violence is not tolerated. Anyone involved in a fight or altercation may be immediately removed from the trip at own cost.
- ✓ Possession of illegal drugs is prohibited.
- ✓ Serious injury or death can occur on balconies. Zero tolerance for horseplay on balconies.
- ✓ Water safety is extremely important. No swimming after sundown, and always swim with a buddy.
- ✓ Responsible consumption of alcohol is allowed only for individuals that are 18+ and only with hotel provided receptacles.
- ✓ Any alcohol purchased "off-resort," or hotel gift shop, will not be permitted on resort grounds and will be subject to seizure.
- ✓ Travelers will be required to wear their Breakaway Beach and resort wristband at all times during the trip.
- ✓ No person shall impede the enjoyment or safety of others. Intimidation, including verbal, physical, or sexual harassment of any kind will not be tolerated.
- ✓ We believe in yes means yes, and only yes means yes. No person shall engage in non-consensual sexual activity. Any form of sexual violence will not be tolerated.
- ✓ Bags and travelers will be searched by security personnel. Any illegal substances will be confiscated and discarded. Local authorities may be contacted.
- ✓ Respect all airline, hotel, excursion, venue, and Breakaway property.
- ✓ Quiet hours between 10pm and 7am must be observed in all public areas of the hotel.
- ✓ Zero noise starts at 1am — All travelers must be in a room at this time.
- ✓ Smoking is only permitted in designated areas. No smoking in rooms, buses, flights.
- ✓ Sign-in daily — Lets us know you are safe, and gives you a chance to ask us questions about the trip.

If the Breakaway Beach Traveler Guidelines are broken, the traveler may receive a warning with conditions, a phone call home to parents, or could be dismissed from the program at parents/guardians expense.

Every traveler must sign the Breakaway Beach Traveler Guidelines, Terms & Conditions, and Waiver & Release Agreement agreeing to the trip guidelines. The instructions given by the Destination Team are for the safety of the travelers and must be obeyed at all times. Neither Breakaway Beach nor its employees are responsible for travelers, or their actions, while traveling. Travelers should be aware that there may be different rules of law and/or living standards and conditions outside of their home province or state and Canada or the United States and should conduct themselves accordingly. Breakaway Beach shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

I have read and agree to the Breakaway Beach Traveler Guidelines

Traveler Name (Please Print)

Traveler Signature

Date of Birth

Date

Note: You must also have a parent/guardian signature

I have read and agree to the Breakaway Beach Traveler Guidelines

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Date

BREAKAWAY

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TERMS & CONDITIONS

The Breakaway Beach Traveler Guidelines, Terms & Conditions, and Waiver & Release Agreement needs to be signed and handed in to your Breakaway Beach leader prior to boarding your bus.

I understand that I have booked with 2504029 Delaware Inc., carrying on business as Breakaway Beach ["Breakaway Beach"], a corporation that makes arrangements with suppliers who provide travel services such as air travel, cruises, hotels, buses, sightseeing, car rental or other activities included in, or offered in addition to, a tour package. Breakaway Beach does not control, operate, own or manage any vehicle, hotel, resort, cruise ship, restaurant or other supplier of services.

PRICE, TAXES & FEES

Prices are per person in US Dollars unless otherwise stated and are subject to availability at the time of booking. Pricing is based on the occupancy chosen; should your occupancy change for any reason you are responsible for paying any difference in price. This contract permits price increases. The prices advertised are based on the costs of the suppliers at the time of booking. These costs are dependant on fuel costs, rate of exchange and other factors and the price may increase due to a change in these fixed costs. This contract permits price increases.

BILLING & PAYMENTS

You agree to pay for all of the services you receive. As a Breakaway Beach Passenger and parent/guardian, you agree to provide Breakaway Beach with complete and accurate billing information including legal name, mailing address, telephone number(s) and email addresses, at the time your account is created and to update this information within 15 days of any change. Providing false billing information shall be cause for immediate termination of your reservation.

PAYMENT DUE DATES

All of our trips are broken into monthly installments with the balance payment due three months or more prior to the departure date. You need to make all payments according to the payment schedule in order to ensure your space on the trip. Payment dates are displayed during the online booking process. Registered passengers can find their specific payment schedule under the Payment Info tab of My Profile. All monthly payments are mandatory, failure to make a payment may result in your losing your place on the trip and/or your early booking price. Late payments may also be subject to a late fee.

Data Privacy Policy

Breakaway Beach agrees not to use cardholder names, account numbers or other credit card transaction information embossed, encoded, or appearing in any other manner on a card for any purpose other than for the sole purpose of assisting Breakaway Beach in completing the transaction, or as specifically required by law. Breakaway Beach also agrees not to disclose this information to any third party other than the financial institution or its designated agent.

Delinquent or Non Payment

If you miss a payment it is your responsibility to contact Breakaway Beach and advise of the situation. Breakaway Beach reserves the right to cancel the reservation if a payment is not made. Breakaway Beach reserves the right to charge a fee to reinstate cancelled reservations. Reinstated accounts may no longer be entitled to the early booking price received at the time of the initial booking. Reinstated accounts may no longer be entitled to the early booking price received at the time of the initial booking.

Payment Methods

Breakaway Tours accepts all major credit cards and Visa Debit. Breakaway Tours's system will automatically charge your credit or debit card for

the payment for each installment as they come due if there is an active card on the account. If you cancel your credit or debit card or if your details change it is your responsibility to contact Breakaway Tours with updated information. If the payment method is by debit card you must log-on to your online portal and make payment prior to the payment due date.

CANCELLATION OF SERVICES

All cancellation requests must be given in writing to info@breakawaytours.com. Cancellations will be effective as of the date received. Regardless of your cancellation date, the initial trip deposit, insurance, and any add-ons purchased, as well as any portion of the travel services that have been used or are expired, are non-refundable. If cancellation occurs within 90 days of the departure date or after the final payment date (whichever comes first), all monies received are non-refundable.

If cancellation is prior to this date passengers will receive Trip Dollars for the amount paid up until that date, not including the initial deposit and the insurance premium if purchased. 1 Trip Dollar is equivalent to \$1 that may be used towards a future trip with Breakaway Beach (Beach only). Trip Dollars do not expire. Trip Dollars are only transferable to siblings, proof of which may be requested, trip dollars are not transferable to anyone else and they must be used in entirety for one trip - they cannot be combined, separated, or transferred between trips or passengers. Trip Dollars are void if the passenger cancels and receives any refund from any insurance company. If the new trip costs less than the passenger's Trip Dollars, there will be no refund or credit assigned for the difference. If the total cost of new trip exceeds the total Trip Dollars, the difference must be paid by the passenger in order to confirm the booking. Trip Dollars hold no cash value, and cannot be refunded for cash, and may not be used in conjunction with other promotional offers, special trips or discounts.

CHANGE OF NAME

A name change is possible subject to approval by our suppliers. To request a name change your account must be current and up to date. You cannot name change with an existing passenger, or anyone who was previously registered on your tour. There is no fee charged by Breakaway Beach for a name change, however our suppliers may in certain cases charge a fee. Within 30 days of departure name change requests are not accepted.

SUPPLIERS

Breakaway Beach packages together services from tour operators and other suppliers of service [travel agencies, destination management companies, airlines, hotels, coach companies, ground operators, event planners and others] which, together, form the tour package you purchase, these are independent parties over which we exercise no direct control. Breakaway Beach shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to you or your traveling companions or group members, resulting from the acts, omissions or negligence of any of these independent parties.

TOUR PACKAGES

Tour Packages include the following [unless otherwise stated]: Return Airfare, Hotel Accommodation [number of nights and inclusions as stated], Hotel Transfers, Assistance at Destination and Medical Insurance. Departures generally occur between Thursday to Monday of the selected week, but can leave as early as Wednesday on the selected travel week or as late as the following Tuesday.

Breakaway Beach reserves the right to withhold or change exact travel dates until the entire group has paid in full and/or it is within 60 days of the travel week selected. Breakaway Beach and suppliers reserve the right to cancel a tour or modify the travel service you have purchased by changing the destination, substituting services, varying the itinerary, changing the aircraft, hotel or otherwise up to the departure. In this case a comparable or superior product will be offered. Suppliers may have the right to substitute other suppliers in their place with or without notice to Breakaway Beach and/or passengers.

Breakaway Beach does not assume responsibility for any claims whatsoever resulting from such substitution. Breakaway Beach reserves the right to change the destination, tour package and/or itinerary whenever, in its judgement, conditions warrant or it is deemed necessary for the convenience, comfort or safety of the tour.

AIR TRANSPORTATION

Breakaway Beach uses both scheduled and chartered air carriers. The routing may include a stopover or a connection via highway coach or air carrier. In some cases overnight stays in a city that is not your final destination may be required. In this case Breakaway Beach may provide overnight accommodation as part of the package price. It is the sole responsibility of the passenger to reconfirm inbound and outbound flight times with the respective carrier.

Baggage allowances vary and should be verified with the air carrier. Airline tickets state the conditions of carriage and liabilities. Scheduled flight times are not guaranteed and may affect the duration of your stay at destination without any compensation. Expenses incurred due to delays or missed connections are beyond the control and responsibility of Breakaway Beach.

ACCOMMODATION

The hotel accommodation selected is your preferred selection and may be substituted or modified for a hotel within the same category, or from a higher category, at any time. Reasons for a modification in hotel accommodation may include, but are not limited to: construction, change in hotel policy, change in services standards or overbooking.

Hotel rooms are based on run-of-the-house room availability. Cots may be available at an extra cost but cannot be guaranteed. Certain hotels have a per diem charge for the use of safety deposit boxes. At the hotels discretion a security deposit may be required. Breakaway Beach requires a security damage deposit, or the purchase of room damage protection.

Breakaway Beach does not hold responsibility for charges incurred by passengers in the hotel such as, but not limited to: mini-bar, room service, phone calls, safety deposit boxes or damage to the room or premises. Breakaway Beach is not liable and can not control the decision of the hotel management to remove a passenger from the hotel.

DAMAGES

Unless otherwise stated, each room must choose collectively to make a damage deposit or pay a damage protection fee. The options are a \$60 CAD/USD deposit - this deposit is refundable upon checkout, provided there is no damage. I understand and acknowledge that I and my roommates collectively are responsible for damages to the hotel room and common areas and that the deposit will be put towards the cost of any damage regardless of how caused, and that we will be responsible for the cost above the deposit amount; or, 20 CAD/USD protection fee, the fee is non refundable.

I understand and acknowledge that only accidental damage will be covered if we selected the \$20 protection. Hotel cleaning charges and/or smoking charges are not covered nor is any damage that is a result of a violation of the traveler guidelines. Accidental is defined as occurring without intent to damage, and is determined by Breakaway Tours and/or hotel staff. Damage which is the result of intentional damage is not covered and will be the responsibility of the occupants. In the event that it is not clear if the damage was either accidental or intentional, the damage shall be deemed to be accidental. I understand the maximum damage covered is \$500 CAD/USD per room and damage above this amount, even if accidental, will be the responsibility of the occupants of the room.

ROOMING

Upon booking, passengers must select their desired room occupancy - the occupancy selected will affect the cost of the trip. Once room occupancy is chosen, passengers are responsible for selecting roommates based on that occupancy. Passengers must submit their roommate selection by the assigned deadline. If the passenger submits an incomplete request, a request that cannot be accommodated, or does not submit a request, Breakaway Beach will assign roommates of the same gender and group, and/or adjust the passenger's occupancy as necessary.

Should the number of people in your room change, whether it was changed at your request, due to circumstances out of your control, or by Breakaway Beach when assigning rooms, you will be responsible for finding additional roommates to fill the space and/or paying the additional cost associated with an occupancy change. Breakaway Beach reserves the right to adjust room assignments based on hotel space and availability. The room occupancy of your choice may not always be available due to hotel space limitation and/or restrictions.

INSURANCE

Insurance may be included in your trip if stated. Additional insurance may be available for purchase, with restrictions as stated. The cost of insurance is non refundable if you cancel your trip. Insurance is only in effect from the date it is paid and added to your trip. Unless otherwise stated, for flight trips, the maximum amount of coverage for trip cancellation and/or interruption purposes is \$1700 USD, and for ferry/hotel trips \$1000 USD. Insurance does not cover international students, the Policy coverage is for citizens of the country of departure. I understand it is the passenger and/or parent/guardians responsibility to review the terms and conditions of the travel insurance policy purchased. I understand that the travel insurance provider is the sole determiner for coverage and is an independent company which Breakaway Beach does not control or manage and Breakaway Beach is not responsible for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to me, resulting from the acts, omissions or negligence of the insurance provider.

DOCUMENTATION

It is the sole responsibility of the passenger to ensure proper and valid documentation. Breakaway Beach requires that every passenger have a valid passport when traveling out of their home country. Most destinations require a valid passport for travel and in certain cases a visa or affidavit may be required. Please verify with the consulate or embassy of the country of travel to ensure that you have all necessary travel documents.

Please note that entry to another country may be refused even if the required information and travel documents are complete. Breakaway Beach will neither reimburse nor assume responsibility for any passenger denied boarding or refused passage or entrance to any destination for any reason.

NO AFFILIATION WITH SCHOOL

Tours are not school-sanctioned.

AGE OF MAJORITY

Passengers under the age of eighteen [18] participating on a tour package must have permission from a parent or guardian. The legal age to consume alcohol at most destinations is eighteen [18], in some cases the legal age will be enforced as twenty-one [21]. Breakaway Beach does not condone the use of alcohol. Neither Breakaway Beach nor its suppliers assume responsibility for the enforcement of alcohol consumption by passengers. Abuse of alcohol can result in dismissal from the tour.

PASSENGER CONDUCT

Neither Breakaway Beach nor its employees are responsible for passengers, or their actions, while traveling. Every passenger and if under the age of eighteen [18] a parent or guardian must sign the Breakaway Beach Traveler Guidelines, the Breakaway Beach Terms & Conditions, and the Breakaway Beach Waiver & Release Agreement agreeing to the tour rules. The Breakaway Beach Traveler Guidelines is available from Breakaway Beach or at www.breakawaytours.com/forms.

The instructions of Trip Leaders are for the safety of the tour and must be obeyed at all times. Failure to obey Trip Leaders' instructions, fighting, abuse of alcohol (regardless of age) and/or use of illegal drugs will result in dismissal from the tour. The passenger and parent or guardian are responsible for immediately paying all costs resulting from a passenger's dismissal from the tour.

LIVING STANDARDS

Passengers should be aware that there may be different rules of law and/or living standards and conditions outside of Canada and the United States and conduct themselves accordingly. Breakaway Beach shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards.

FORCE MAJEURE

Breakaway Beach shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, to you or your traveling companions or group members resulting from a Force Majeure, that is an event beyond our or a supplier's reasonable control including, but not limited to, acts of nature, strikes, lockouts or other labour disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts or restraints imposed by government authorities.

COMMENTS AND COMPLAINTS

At destination passengers should contact their tour representative and representatives of suppliers immediately for assistance to remedy any problem without delay. If a problem cannot be solved, please forward the specifics of the incident in writing to Breakaway Beach within ten [10] days after returning from the trip. Failing to do so will preclude a passenger from pursuing a claim. A monetary refund will not be offered as compensation for any post destination complaint.

PRIVACY

By registering the passenger and/or parent/guardian understands and acknowledges that Breakaway Beach may share this personal information with companies providing travel services including, but not limited to tour operators, airlines and hotels, and with other non-travel related companies, unless a written request is provided to Breakaway Beach stating otherwise. Any photographs or videotape taken of passengers by Breakaway Beach or its affiliates shall remain the property of Breakaway Beach and may be used for promotional or marketing purposes without further permission or compensation.

LAWS

The Terms & Conditions, Breakaway Traveler Guidelines and the Breakaway Waiver & Release Agreement constitute the entire legally binding agreement between 2504029 Delaware Inc., operating as 'Breakaway Beach' and the passenger and/or the legal parent or guardian and supersede all prior or contemporaneous communications whether electronic, oral or written. By registering the passenger and/or parent/guardian agrees to the Terms & Conditions, Traveler Guidelines, and Release Waiver Agreement, and acknowledges that they must be signed and given to Breakaway Beach. The invalidity of any provision contained herein does not affect the validity of any other provision listed. This agreement shall be governed by the laws of the State of Delaware. Legal action against Breakaway Beach shall be heard before a court in the State of Delaware.

By registering the passenger and/or parent/guardian agrees to the traveler guidelines outlined below, and acknowledges that they must be signed and given to Breakaway Beach.

Every traveler must sign the Breakaway Beach Traveler Guidelines, Terms & Conditions, and Waiver & Release Agreement agreeing to the trip guidelines. The instructions given by the Destination Team are for the safety of the travelers and must be obeyed at all times. Neither Breakaway Beach nor its employees are responsible for travelers, or their actions, while traveling. Travelers should be aware that there may be different rules of law and/or living standards and conditions outside of their home province or state and Canada or the United States and should conduct themselves accordingly. Breakaway Beach shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

I have read and agree to the Breakaway Beach Terms and Conditions

Traveler Name (Please Print)

Traveler Signature

Date of Birth

Date

Note: You must also have a parent/guardian signature

I have read and agree to the Breakaway Beach Terms and Conditions

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Date

BREAKAWAY BEACH

WAIVER & RELEASE AGREEMENT

The Breakaway Beach Traveler Guidelines, Terms & Conditions, and Waiver & Release Agreement needs to be signed and handed in to your Breakaway Beach leader prior to boarding your bus.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Waiver Agreement")
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY

TO: BREAKAWAY BEACH [2504029 DELAWARE INC.], IT'S HEIRS, ASSIGNS AND AFFILIATES;

I understand that I have booked with 2504029 Delaware Inc., carrying on business as Breakaway Beach ["Breakaway Beach"], a corporation that makes arrangements with independent suppliers who provide all of the travel services that make up the travel package that I have booked, including air travel, cruises, hotels, buses, sightseeing, car rental or other activities included in, or offered in addition to, a tour package. I am aware that Breakaway Beach does not control, operate, own or manage any of these independent suppliers, vehicles, hotels, resorts, cruise ships, or other facilities and that it is not responsible for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to me, resulting from the acts, omissions or negligence by any of these independent suppliers, vehicles, hotels, resorts, cruise ships, or other facilities.

I am aware that participating in the travel packages offered by Breakaway Beach could result in injury, losses, damages, costs, expenses, delays and/or loss of enjoyment to myself or traveling companions or group members.

I understand that neither Breakaway Beach nor it's employees or agents are responsible for travelers or their actions, while traveling. I am aware that there may be different rules of law and/or living standards and conditions outside of my home state and the United States of America and I understand that Breakaway Beach is not responsible for any damages, losses, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Breakaway Beach [2504029 Delaware Inc.] agreeing to my participation in the tour package, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Breakaway Beach and to release Breakaway Beach from any and all liability for any loss, damage, expense or injury, including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the tour package, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, of Breakaway Beach, it's tour operators and/or it's suppliers, including failure on the part of Breakaway Beach, it's tour operators and/or suppliers to take reasonable steps to safeguard me from the risks and dangers of participating in the tour;

2. TO HOLD HARMLESS AND INDEMNIFY BREAKAWAY BEACH, IT'S TOUR OPERATORS AND SUPPLIERS from any and all liability for any property damage or personal injury to any third party resulting from my participation in the tour package; and

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. In entering into this Waiver and Release Agreement, I am not relying on any oral or written representations or statements made by Breakaway Beach in respect to the safety of the tour, other than what is set forth in the Waiver Agreement. I confirm that I have read and understood this agreement prior to signing it, and I am aware that by signing this agreement, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against Breakaway Beach, it's tour operators and it's suppliers.

FOR PARTICIPANTS UNDER THE AGE OF EIGHTEEN:

I hereby certify that I, as parent/guardian with legal responsibility for this participant of minority age do consent and agree to this/ her release and waiver of Breakaway Beach, it's tour operators and suppliers and for myself, my heirs, assigns and next of kin, I release and agree to indemnify Breakaway Beach, it's tour operators and suppliers from any and all liabilities, incident(s) to this participant of minority age's participation in the tour.

I have read and agree to the Breakaway Beach Waiver and Release Agreement

Traveler Name (Please Print)

Traveler Signature

Date of Birth

Date

Note: You must also have a parent/guardian signature

I have read and agree to the Breakaway Beach Waiver and Release Agreement

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Date