Terms and Conditions

These terms and conditions ("Terms and Conditions") govern the relationship between Dive N Ride Adventures LLC d/b/a Dive N Ride Adventures ("Dive N Ride" and/or "we/us/our") and you, the purchaser or traveler ("Client" and "passenger" and "you/your"). By planning travel with Dive N Ride, you agree to be bound by these terms and acknowledge that Dive N Ride acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services ("Supplier(s)") and is not the source or provider of the travel services. These terms include warranties and disclaimers and exclusions of liability and may restrict your rights and remedies and provide protection to Dive N Ride.

1. USE OF DIVE N RIDE SERVICES, ACCESS AND INFORMATION FOR TRAVEL BOOKINGS

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with Dive N Ride. You agree to be financially responsible for all travel bookings you make with us, whether made on behalf of yourself or for other members of your traveling party. You warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with Dive N Ride and its Suppliers, and you acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

Dive N Ride accepts all bookings solely as the booking agent for the travel Suppliers on your itinerary. Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree that by booking travel through Dive N Ride, you are also agreeing to the booking terms of each Supplier partner you have selected for your itinerary. You agree that you will abide by the terms and conditions of purchase imposed by any Supplier that you have selected as a service provider on an itinerary you have approved.

Dive N Ride is not liable or responsible for any arrangements made independently of Dive N Ride. Dive N Ride assumes no responsibility for costs or fees you incur for independent arrangements not booked through Dive N Ride, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges. If you make your own flight arrangements, Dive N Ride is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates, and cannot assist you with any schedule changes or delays related to air reservations you have made on your own arrangement. It may not be possible to earn frequent flyer or other loyalty points for reservations on your itinerary. With limited exceptions, hotel and airline rewards or points cannot be redeemed for travel

arrangements made by Dive N Ride.

Dive N Ride is a California Seller of Travel 2150794-40 and is also an Independent Contractor of Travel Planners International, a California Seller of Travel 2063964-50, Florida ST17873, Washington #602232785. Registration as a seller of travel does not constitute approval by the State of California.

2. RIGHT TO CORRECT ERRORS AND OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. In the event of any pricing error or omission, we reserve the right to adjust such pricing or make any other corrections. All offers, incentives and Supplier promotions are subject to availability and may change without notice. You are advised to confirm reservations well in advance of your anticipated dates of travel to avoid disappointment, increases in fares and additional late booking fees.

3. PAYMENTS, CANCELLATIONS, AND CHANGES TO BOOKINGS

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through Dive N Ride. By submitting a credit card authorization form to Dive N Ride, you agree to allow Dive N Ride to use your payment method to purchase travel products from our Suppliers on your behalf. EXCEPTING IN CASES 0F FRAUD, YOU AGREE NOT T0 FILE ANY DISPUTE WITH YOUR BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF DIVE N RIDE OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF DIVE N RIDE OR ITS SUPPLIERS. IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, DIVE N RIDE RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking. Suppliers may require non-US travelers to make payments in United States Dollars, when making arrangements through Dive N Ride. You understand that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations. In some cases, there is NO REFUND once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. All cancellation requests must be sent to Dive N Ride in writing. As a result of cancellation or changes to confirmed bookings, Dive N Ride's and third-party Supplier's cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund.

If you decide to change any portion of your confirmed arrangements prior to departure or

during your trip, we will attempt to assist you. Certain bookings may not be able to be changed, and you will be responsible for any increases in cost imposed by the Supplier, as well as any Dive N Ride or Supplier change fees. All requests for changes to a booking must be made in writing to Dive N Ride. When tour, cruise or package prices are based on Suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel.

4. TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Client to obtain and carry a valid passport book, visa(s), and all other documents required by applicable government regulations. Passport cards are not accepted for most international travel. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at http://www.tsa.gov/ and examples include DHS-designated enhanced driver's license, US passport, or a foreign government passport.

Certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation, and you are responsible to make Dive N Ride aware when traveling on a passport from a country other than the United States of America. Dive N Ride neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, Dive N Ride is not responsible for lost payments made toward your trip. Please note that rules of each country regarding entry and exit may change at any time.

Children and infants may also require travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities; please see https://help.cbp.gov for additional information. The U.S. Customs and Border Protection Agency requires that for groups of children under age 19 arriving to the United States by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult or group leader in writing.

The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on your tickets and booking records. You acknowledge that it is your responsibility to ensure that the information on your tickets and confirmations is accurate. Any discrepancy between your reservation and your travel documentation may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss your flight, and any subsequent scheduled travel bookings on cruises and tours.

WHEN YOU RECEIVE YOUR TRAVEL DOCUMENTS, IT IS YOUR RESPONSIBILITY TO REVIEW AND

VERIFY ALL INFORMATION FOR ACCURACY. CONTACT DIVE N RIDE IMMEDIATELY IF CHANGES OR CORRECTIONS ARE REQUIRED. IF YOU HAVE NOT NOTIFIED US OF NECESSARY CORRECTIONS TO YOUR RESERVATION WITHIN TWENTY-FOUR (24) HOURS OF RECEIVING YOUR TRAVEL DOCUMENTS, DIVE N RIDE BEARS NO RESPONSIBILITY FOR ANY ADDITIONAL COSTS ASSOCIATED WITH MAKING NECESSARY CORRECTIONS.

5. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See, https://travel.state.gov/content/travel.html. We do not inquire about an individual's criminal record in the interest of respecting our clients' privacy. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI) record or with judgements for unpaid child support should review current entry requirements. See: https://www.canada.ca.

6. IMMUNIZATIONS AND HEALTH SCREENINGS

You must have the proper immunizations and health screenings and required documentation of such immunizations and screenings before travel. Dive N Ride shall not assume responsibility for the accuracy of health, vaccination, or documentation requirements prior to departure or upon landing at the final destination. In some cases, required inoculations must be recorded by Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the State Department Web site http://travel.state.gov, for relevant information relating to travel to specific destinations, and the Center for Disease Control http://wwwnc.cdc.gov/travel/ relating to health issues related to travel.

7. RISKS AND SAFETY

Travel to certain destinations may involve greater risk than others. Dive N Ride urges Clients to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at http://www.state.gov, http://www.tsa.gov, http://www.dot.gov, http://www.faa.gov, http://www.cdc.gov, and http://www.cbp.gov. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to

https://step.state.gov/step/

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, DIVE N RIDE DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

In the event of emergent health or safety concerns, once Dive N Ride has investigated the prevailing situation, Dive N Ride shall have the sole and absolute discretion whether to proceed with any Dive N Ride escorted trip or private departure, or to make alterations to the itinerary.

8. HAZARDOUS MATERIALS

Federal law prohibits passengers from carrying hazardous materials on the aircraft.

(1) Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of $250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

(2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed http://www.tsa.gov/traveler-information/prohibited-items.

9. INSECTICIDE NOTICE

We recommend that you refer to the DOT list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time: http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements.

10. AIR TRAVEL, SCHEDULE RECONFIRMATION, CHECK-IN

Your airline ticket is a contract between you and the air carrier, even if you purchase through Dive N Ride. If you purchase air travel through Dive N Ride, you acknowledge and agree that Dive N Ride does not have the right to control the operations of independent airlines, and agree that Dive N Ride is not liable for any personal injury, property damage related to your purchase of air tickets or air travel, including, but not limited to any act, error, omission, injury, loss,

accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or inadequate delivery of services, airline policies including refund or rebooking policies, fees for checked or carry-on luggage, fuel increases, bankruptcy or cessation of operations.

Dive N Ride shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only and may vary in price. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

Airline e-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights.

Frequent Flyer mileage accrual is at the discretion of the airline(s). Dive N Ride has no liability if accural of miles or points is denied or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status or certificates.

Seat assignments are not guaranteed even after they are assigned, and Dive N Ride has no control over airline seat assignments. Most airlines charge a fee to pre book a seat.

11. LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

Dive N Ride acts solely as a booking agent for disclosed principal Suppliers and is not the source or provider of any travel service. Each Supplier is an independent entity with its own management and is not subject to the control of Dive N Ride. The Suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those Suppliers.
Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

The Supplier may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Dive N Ride bears no responsibility for any changes.

BECAUSE DIVE N RIDE ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT

HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT DIVE N RIDE IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. DIVE N RIDE HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH DIVE N RIDE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE T0 DELIVER 0R THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY, OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF DIVE N RIDE'S CONTROL, AND YOU HEREBY EXONERATE DIVE N RIDE FROM ANY LIABILITY WITH RESPECT TO THE SAME.

DIVE N RIDE HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM DIVE N RIDE WILL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY DIVE N RIDE.

12. FORCE MAJEURE

Dive N Ride will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of Dive N Ride. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of Dive N Ride's Suppliers have terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations hereunder shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although Dive N Ride shall use its reasonable efforts to secure reimbursement for you where possible.

13. CLIENT CONDUCT

Each participant in any trip escorted by Dive N Ride is expected to act responsibly and adhere to all behavior guidelines established by Dive N Ride and our Suppliers, including adhering to dress codes at religious or cultural sites, or Supplier dress codes. Dive N Ride and all local Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other clients on any element of your trip, or interferes with the operation or security of the places you visit. In any such case, there will be no refund.

When you book with Dive N Ride, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify Dive N Ride for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold Dive N Ride or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

Any transportation, possession or use of illegal drugs will result in immediate termination of your trip and may result in prosecution by law enforcement authorities. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

14. TRAVEL INSURANCE

DIVE N RIDE OFFERS ACCESS TO TRAVEL INSURANCE TO PROTECT PASSENGERS AND THEIR INVESTMENT IN TRAVEL. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, you understand and agree that if you cancel or interrupt your travel for any reason, portions of the trip/tour may not be refunded and Dive N Ride's and travel Suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Client's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by Dive N Ride, however if you decline to purchase insurance, Dive N Ride may require that you execute an insurance waiver. Dive N Ride is not a licensed insurance broker, and its advisors are not qualified or authorized to answer technical questions about

benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for any travel insurance selected. It is your responsibility to know what your insurance policy covers, and to put alternative coverage in place, if you wish to insure for conditions that are excluded by your policy. DIVE N RIDE CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

15. RESERVATION OF RIGHTS AND CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting.

16. GENERAL

The laws of the State of Arizona govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Maricopa County, Arizona in all disputes arising out of or relating to travel bookings with Dive N Ride. Any claim against Dive N Ride must be brought within 12 months after the date of the completion of the trip and not later. Dive N Ride shall not in any case be liable for damages other than compensatory damages, and you waive any right to claim punitive or exemplary damages. You agree that you may only bring claims in your individual capacity and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. You expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and Dive N Ride with respect to travel bookings made with Dive N Ride by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and Dive N Ride with respect to communications with Dive N Ride. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.