Terms and Conditions

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Dive N Ride Adventures LLC dba Dive N Ride Adventures is a boutique travel company specializing in planning international guided scuba diving and motorcycle touring adventures and Antarctic expeditions for people who are members of, or friendly to, the LGBTQ community. The terms "we", "us" and "Dive N Ride" refer to Dive N Ride Adventures LLC, an Arizona limited liability company and an independent affiliate of Travel Planners International. The term "you", "traveler", "participant", "Client" or "guest" refers to the person making a booking with us and all members of their group.

1. CONTRACT. We draw your attention to the terms and conditions of travel below, these terms and conditions including all brochures, documents, correspondence and the terms and conditions of our Suppliers form the basis of the contract with you (collectively, "Terms and Conditions"). Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (and ask any questions you may have). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By making any payment to Dive N Ride or participating in any of our travel experiences, you are accepting all of the Terms and Conditions set forth herein (including the Cancellation and Chargeback sections) and acknowledging that you have read the Terms and Conditions of this legally binding agreement and agree with it. *If you do not agree with any part of these Terms and Conditions, you must not make a booking with us or pay us in connection with our travel-related services*. Further, if you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group for whom they are making the booking and is financially responsible for the booking. If a travel agent makes the booking on your behalf, the agent is responsible for sharing these Terms and Conditions with you and all the members of the group you are traveling with and is financially responsible for the booking. We will not be liable for a group leader's and/or travel agent's failure to share these Terms and Conditions with all travelers in their group.

You represent and warrant that (a) you are at least eighteen (18) years of age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these Terms and Conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. Further, you agree that any violation of any such Terms and Conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel-related product or service.

2. CHANGES TO THESE TERMS AND CONDITIONS. Dive N Ride reserves the right, in our sole discretion, to change these Terms and Conditions at any time and without notice. Updated versions of the Terms and Conditions will be posted here on this website and are effective immediately upon posting.

3. BOOKING/PAYMENT. When you are ready to begin your next adventure simply contact us either by email, phone or by filling out the contact information on the website at https://divenrideadventures.com//contact-us/.We will provide information on tour options and discuss our booking process. Once you decide which tour itinerary is for you, registration to reserve your spot will be processed via our online system and confirmed upon receipt of the requested traveler information and payment of your applicable NON-REFUNDABLE deposit and planning fee, as further described herein. After booking is processed, you will receive your itinerary (subject to change as described herein), an invoice with payment information, Supplier terms and conditions and other important travel information. The invoice is subject to change until you receive confirmation that your travel is booked. All prices, deposits, and fees are quoted in U.S. Dollars. All deposits and fees are NON-REFUNDABLE, unless otherwise indicated. You must execute a legally binding payment authorization in connection with your travel purchases. In addition, your acknowledgement and agreement to these Terms and Conditions is required in connection with the foregoing.

In addition to the applicable tour deposit, our group and individual tours require a NON-REFUNDABLE planning fee, in Dive N Ride's sole discretion, and will be based on the scope and complexity of the services desired. Our itineraries take many hours of planning and work to create the unique experience we aim to give our travelers and as such our customized planning fee for your trip is NON-REFUNDABLE, even if you cancel your trip or decide not to book. Please note that your customized proposal is not guaranteed until a deposit is made and may change at any time based upon supply and demand. You agree to full payment of our planning fee prior to receipt of any proposal.

International airfare is not included in your trip. Domestic and/or inter-tour airfare is only included as expressly stipulated in your itinerary. If you are booking airfare, you must not make any air reservation until you receive confirmation of your booking. Travelers who independently purchase airfare prior to receiving Dive N Ride's written booking confirmation do so at their own risk and are solely liable for any resulting change fees, penalties, or losses related to said booking. Your contract for airfare is with the carrier and subject to its terms, conditions and policies and we will not be liable for any change or cancellation fees or other additional costs you incur with the air carrier.

Once booking is confirmed, we will provide you with instructions regarding payments and all due dates. While Dive N Ride may send out a payment schedule reminder, it is the traveler's sole responsibility to make all payments in full and on time. Payment in full dates are determined on a trip-by-trip basis and provided in our secure online system, TravelJoy via the payment schedule for all group trips. For our FIT clients, those dates will be individualized based on the destination and properties involved, and their policies. Failure to make any payment, including full and final payment, by the stipulated due date may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect.

CUSTOM INDIVIDUALIZED TOURS
For those seeking a more bespoke individualized option, please contact us with your vision and visit https://divenrideadventures.com//bespoke-individual-adventures/ for more details on this tailored tour option.

Please review all correspondence and documents carefully and promptly, as we will not be responsible for any errors or your unawareness of Suppliers' terms. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of receipt of said information with any corrections.

4. TRAVELER INFORMATION. We bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' passports. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. As mentioned above, please review documents carefully and promptly as we will not be responsible for any errors. *Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.*

Disclaimer. Your contract for airfare is with the air carrier, inclusive of domestic, international and charter flights, and subject to its terms, conditions and policies and we will not be liable for any fees or expenses, including without limitation, change fees, cancellation fees or any other additional costs you incur with the air carrier. For charter trips/flights, please be aware the charter operator can legally change departure times with limited notice, and flights advertised as non-stop may be changed to make intermediate stops. Suppliers can substitute types of aircraft and even airlines and are generally not responsible for baggage delays/losses and have very stiff cancellation penalties. In addition, frequent flyer miles and/or loyalty points may or may not be accrued and advance seat assignments are frequently not available. Dive N Ride is not responsible or liable for any costs incurred with any changes resulting from any flights.

Baggage/Seating. Baggage and personal effects are at all times the sole responsibility of the traveler. Due to continual changes in airline baggage and seat selection policies, it is suggested that you inquire with your airline's website for up-to-

date fees & information. Dive N Ride is NOT responsible for additional fees incurred for baggage and/or seating assignments.

*Re-confirm Your Flight***.** Dive N Ride advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure. It is recommended that you arrive at the airport a minimum of two (2) hours prior to departure for domestic flights, and three (3) hours for international flights. However, earlier airport arrival times may be necessary during peak travel seasons or during the event of a government shutdown, where security wait times may extend well beyond what is typical. *Dive N Ride is not responsible for any costs incurred due to missed flights and there will be no refunds in connection therewith.*

Hazardous Materials. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your 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 radioactive materials. Examples include Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radioactive materials. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative. Restrictions on hazardous materials and other prohibited items are listed at: http://www.tsa.gov/traveler-information/prohibited-items.

Insecticide Notice. Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's website, as this list is updated from time to time: http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements.

Required Documentation and Experience/Training for Scuba Diving and/or Motorcycle Tours

Traveler must submit, via Dive N Ride's secure online system and by any deadline Dive N Ride specifies, all documentation Dive N Ride requires for any scuba diving or motorcycle tour, including without limitation the traveler's valid scuba diving certification and valid motorcycle driver's license. Dive N Ride does NOT permit uncertified or unlicensed travelers to participate in our tours. Dive N Ride may also require a minimum level of experience in the applicable activity, verified through logbook proof (for diving, if requested) and an interview (for all trips, particularly motorcycle tours); where applicable, higher-level certification or specialty training may be offered on a trip by the destination Supplier through Dive N Ride's relationship with that Supplier. Dive N Ride may (in its sole discretion) deny participation, without refund, any traveler who fails to submit required documentation or who does not meet the required experience level.

5. FRAUD IN THE TRAVEL INDUSTRY. Unfortunately, fraud is becoming more prevalent in the travel industry. Therefore, never wire funds related to travel without a phone call to confirm wiring instructions. In addition, if you receive an email or text message relating to your trip requesting any financial information or requesting personal information from you, please do not reply to either communication but do contact us immediately at lisa@divenrideadventures.com so we can confirm if this request is legitimate. We are not responsible if you become the victim of fraud relating to the purchase of travel and as such we are not liable for any losses arising from travel-related fraud.

6. PAYMENT METHODS/CHARGEBACKS. Payments will be processed through a secure online system and can be made via major credit cards including Visa, Mastercard, American Express and Discover, and ACH transfers, as applicable. Travelers must provide us with a click (checkbox) or signed authorization for every transaction for your trip. Your authorization is a legally binding agreement for us and/or Supplier to process payment and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. As such, you agree not to make any improper chargebacks.

Automatic Payments (Installments). If you elect to pay in installments by automatic recurring charges, you authorize Dive N Ride to charge your designated card or account on the scheduled dates for the amounts disclosed to you at enrollment. Before enrollment, Dive N Ride will clearly and conspicuously disclose the amount, timing, and total of the scheduled charges and how to cancel, and will provide a confirmation you can retain. You may cancel automatic payments at any time by contacting Dive N Ride at lisa@divenrideadventures.com subject to your obligation to pay any remaining balance by the applicable due dates.

In certain cases, you have the ability to dispute charges with credit card and other payment facilitation companies ("chargebacks"). Before initiating a chargeback, the traveler must send an email to lisa@divenrideadventures.com concerning any questions or concerns about our charges We will work with you in attempting to resolve your concerns. Dive N Ride retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks, and to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut the chargeback claims below, including without limitation:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the Supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Dive N Ride or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.
- Chargebacks resulting because you were not provided with an itemized breakdown of costs in connection with your tour.
- Chargebacks resulting from your failure to follow fraud-prevention measures as further described herein, including confirming wiring instructions by telephone, or from any fraud arising out of that failure.
- Chargebacks resulting from an experience where you were not satisfied with the services/products provided by travel Supplier.

Any booking confirmation, itinerary acceptance, amendment approval or payment made by the traveler or by an intermediary authorized to act on the traveler's behalf, including any non-traveling payors, constitutes acceptance of our Terms & Conditions by all relevant parties.

7. PRICE AND RATE CHANGES. The prices in your proposal reflect known costs at the time they are issued and are accurate on that date. However, we may change prices as Suppliers adjust theirs. Prices including estimated fuel costs and local taxes may change. When your booking is confirmed, we will provide updated payment information showing the current price and what is included. Once you pay your deposit and any fees, and confirm your booking, your price is fixed except for changes in fuel costs (e.g., fuel shortages), airport charges, scheduled airfares, transportation-related charges from Suppliers, local taxes or dues, currency fluctuations, government actions, airline surcharges, tariffs, port fees, or fees for services. If these costs increase or decrease, we will notify you accordingly. After you make your final payment, your price is locked in apart from any post final payment surcharges made because of increased governmental taxes. Please note that we reserve the right to correct any pricing errors or changes before your travel is confirmed and will inform you of any such changes when you book.

8. GROUP TRAVEL. Our tours are carefully curated experiences for groups of participants, and as such we may be unable to accommodate any changes to your finalized tour itinerary. Please note that some changes will be considered cancelled services, and the cancellation terms herein will apply. Further, our tours are purchased as complete packages, which means you will not be provided with an itemized breakdown of costs in connection therewith due to the contractual agreements with our Suppliers. Rest assured, our aim is to provide you with a seamless and enjoyable experience, and we are available to address any queries or concerns you may have about the itinerary or its inclusions.

Please note that all tours are designed for participants who are 18 years of age or older. No minors will be permitted.

What's Included In Your Trip

All tours are subject to the specific inclusions and exclusions as explicitly outlined in your itinerary. Travelers agree to review the Frequently Asked Questions (FAQ) located here https://divenrideadventures.com/#FAQ to obtain important information such as what to bring on your trip (e.g., spare motorcycle and/or scuba gear). Subject to the foregoing, tours generally include:

Accommodations

Accommodations are only provided as detailed in your itinerary. Special requests such as private bathrooms, lower floors, and/or connecting rooms, must be made at the time of booking (as may not be available). While we will make reasonable efforts to communicate your requests to the Supplier, such requests are not guaranteed and are at the discretion of the Supplier. There may be additional charges for such requests which will be solely the expense of the guest making the request.

Travelers participating in our international tours should be aware that room sizes, standards and facilities can vary regionally and are often different from standards in the United States. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and compliance with other standards such as Americans with Disabilities Act (ADA) and wheelchair accessibility. One of the joys of international travel is experiencing different cultures and different ways of life so we hope that you will accept these differences with grace and a sense of adventure.

Dive N Ride reserves the right, if necessary, to substitute other similar accommodations for accommodations listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are at Dive N Ride's sole discretion, and no refunds will be offered for changes in accommodations. While we exercise due diligence in the selection of our partners, and several are based on our own personal experiences, some hotel and other accommodation profiles are based on information provided to us by the Supplier. This includes images and descriptions of the properties and rooms. Additionally, travelers should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While Dive N Ride does its best to maintain current and accurate information regarding these Suppliers, we cannot be held responsible for any inaccuracies in Supplier descriptions, amenities, or images.

Transfers

Dive N Ride is pleased to offer transfers strictly in accordance with your individual itinerary. You must be on time for all transportation. There will be no refund for missed or unused transfers. If applicable, you must provide us with your flight information no less than 21 days prior to departure to ensure transfers will be available. If at any time your flight plans change, you must notify us immediately. Failure to do so may result in missing these services and no refund shall be due which results from missing or outdated flight information.

Meals

Meals are only included as expressly indicated in the itineraries. Any food and beverages consumed outside of itinerary meals are not included and are at the sole expense of the guest. For safety and liability reasons, Dive N Ride and its Representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise our Suppliers of your request, but we cannot guarantee their availability.

Sightseeing & Activities

Sightseeing trips and activities are only included as provided in the individual itineraries. Any excursions or activities not included in itineraries and done outside of tour times are at the sole expense of the traveler. These activities are designed to accommodate group travel. As a courtesy to others in the trip and/or activity, it is mandatory that you be on time for all scheduled experiences. Trips and activities will begin on time and failure to arrive will be considered a no-show for which no refunds will be available. It is essential that you keep in mind that trip and activity times are set to accommodate climate, crowd size and best viewing options for our groups and as such late arrivals cannot be accepted.

Changes to Itineraries

Dive N Ride reserves the right to make changes to its published itineraries which we deem insignificant and are due to reasons beyond our control. In such cases, we will arrange for the substitution of comparable services. While no changes are anticipated, there may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including inclement weather and environmental conditions, governmental closures, acts of God, or any other reason. Dive N Ride reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No trips will be cancelled due to renovations, although Dive N Ride may choose to amend itineraries for such sites. These changes will not be considered a material change and will not be considered cause for cancellation by the guest.

If we suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constituteour endorsement. In such a case you will be subject to the terms and conditions of the Supplier of the activity and your only recourse in case of damage will be against the Supplier of the alternate activity.

What's Not Included

Any items and matters not referred to in your itinerary are not included in the trip price. This can include but is not limited to items such as flights and airfare (international or domestic) not stipulated in itinerary, any accommodation and/or transportation not specified in your itinerary, checked and/or excess baggage; passport and visa fees; trip protection and/or insurance of all kinds; any donations, gratuities and tips if not listed on your itinerary; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; optional experiences; souvenirs; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the guided trip whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This partial list is illustrative and not an exhaustive list of every item not included.

Non-Operation of Group Trips

Our tours are based on a minimum number of participants. Dive N Ride makes every effort to ensure that trips meet their minimum requirements. However, if the trip drops below the minimum number of participants cancellation of the trip may occur at the sole discretion of Dive N Ride. In such case, guests will be advised with reasonable advance notice prior to departure and said tour will be cancelled and either a full refund will be provided or a credit for a future tour will be offered, as determined by Dive N Ride. Further, Dive N Ride strongly recommends travelers do not purchase airfare until Dive N Ride confirms the trip with the minimum required number of travelers in the group. For travelers who wish to purchase airfare prior to this confirmation, Dive N Ride highly recommends Cancel For Any Reason insurance to cover traveler's liability including any additional costs. Any air cancellation will be in accordance with the terms of the carrier and Dive N Ride will not be liable for the carrier's refusal to make any refund whatsoever. In such case Dive N Ride will not be liable for any additional costs incurred outside of the trip prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the trip.

9. TOUR ESCORT. An Escort from Dive N Ride's team may accompany and assist travelers in navigating through the airport, on and off tour transportation, and during tour activities. The role of an Escort is limited to general trip coordination and logistics — such as assisting with itinerary flow, group communications, and liaising with Suppliers — and does not include supervising, instructing, controlling, or ensuring the safety of any activity, including scuba diving, motorcycle or vehicle operation, or any other activity conducted by a Supplier or by you. An Escort is not a safety officer, divemaster, dive buddy, guide of record, lifeguard, or mechanic for any activity; is not responsible for your safety or for the acts or omissions of any Supplier or other participant; and is not an insurer of your safety. Please note that Dive N Ride and its Representatives, including its Escorts, will not be liable for situations resulting in, but not limited to, any delays, missed flights or activities due to a traveler's untimeliness, inability to keep up with the group, or issues with traveler information or documentation (e.g., misplaced passport, etc.), and will not be responsible for any costs incurred related to said situations. The traveler will be solely responsible for any and all of these additional costs. Where an activity is provided by a Supplier, that Supplier — and not Dive N Ride or its Escort — is solely responsible for the conduct, safety, instruction, and supervision of that activity. To the fullest extent permitted by applicable law, Dive N Ride and its Escorts are not liable for any act,

omission, or ordinary negligence in connection with the Escort's role. Nothing in this section limits liability for gross negligence, recklessness, willful misconduct, or any liability that may not be limited or released under applicable law. An Escort may, in his or her reasonable discretion and for the safety or well-being of the group, modify, suspend, reroute, or remove any participant from any activity, and no refund will be due as a result.

10. CHANGES AND CANCELLATIONS.

Change requests will be considered on a case-by-case basis and are subject to availability, Supplier terms, and any applicable fees and/or additional costs as described herein and determined by Dive N Ride, and as such some changes may be considered cancelled services and the cancellation terms will apply.

CANCELLATION BY TRAVELER. Any cancellation of travel must be submitted in writing, using Dive N Ride's Trip Change Form (available on request) or by email to lisa@divenrideadventures.com any other clear written notice of cancellation will also be accepted. A cancellation is deemed received when it reaches Dive N Ride during standard business hours (and, if received outside standard business hours, at the start of the next business day) and is deemed effective once processed with the applicable Suppliers. "Standard business hours" means 9:00 a.m. to 5:00 p.m. Mountain Standard Time, Monday through Friday, excluding U.S. federal holidays. As described herein, Dive N Ride is required to pay all Suppliers well in advance of your trip date. All Suppliers have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request, Dive N Ride will follow industry procedures for any applicable refunds as outlined in the Supplier's terms and subject to their review. If you are entitled to a refund, please note that the Supplier is solely responsible for this refund, not Dive N Ride. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible under any circumstances for a Supplier's failure to pay a refund or issue a voucher or credit in lieu of a refund, or for Supplier bankruptcy or insolvency. We will use commercially reasonable efforts to facilitate the Supplier providing you with a refund, credit or voucher but we cannot guarantee the same. You acknowledge that any refunds or credits authorized by the applicable travel Supplier at any point after the time of purchase, will be issued in the form of currency in which original payment was made. *If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly recommend the purchase of a comprehensive travel protection plan.*

In addition, Dive N Ride's cancellation charges will apply. Cancellation charges are expressed at a percentage of quoted price as follows:

Calendar Days Before Departure We Receive Notice of Cancellation	Dive N Ride's Cancellation Charge (Per Person)
90 days or more	100% REFUNDABLE (minus any NON-REFUNDABLE deposits/fees)
61 - 89 days	50 % of total tour cost (minus any NON-REFUNDABLE deposits/fees)
60 days or less	100% NON-REFUNDABLE No refund of total tour cost

The cancellation charges above apply to any cancellation by you, whatever the reason, including illness, injury, or personal or pandemic-related circumstances. This does not limit any refund Dive N Ride is required by applicable law to provide, including where Dive N Ride does not provide the purchased services.

Discretionary refunds and/or travel credits. Any refund and travel credit - beyond the amount required by the table above or by applicable law - including goodwill refunds, waivers of a cancellation charge, or travel credits in lieu of a refund —

will only be issued in Dive N Ride's sole discretion. All travel credits are NON-TRANSFERABLE and expire 12 months (one year) from date of issuance.

Transfer of Booking. You may request to transfer your booking to another person who meets all trip requirements and is approved by Dive N Ride, provided you give Dive N Ride written notice at least thirty (30) days before departure and the transferee accepts these Terms and Conditions. Transfers are subject to Supplier approval and availability, to any Supplier-imposed fees, and to a Dive N Ride transfer fee, determined in Dive N Ride's sole discretion. You and the transferee are jointly and severally liable for any balance due and transfer costs. Some components (such as airline tickets) may be non-transferable or may require a new purchase. Where applicable law grants a traveler a right to transfer a package on notice, this provision applies subject to that right.

CANCELLATION OR CHANGES BY US AND/OR SUPPLIER. If between planning time and/or during actual travel, circumstances require changes, Dive N Ride and its Suppliers, reserve the right to cancel or vary any itinerary and substitute components of any trip, including but not limited to, ports and embarkation schedules, hotels and accommodations of comparable quality, air schedule or surface transportation changes (e.g., drivers and guides), security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the trip. Sightseeing trips may be altered as described above. Dive N Ride cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the trip that has been changed. Without limitation to the foregoing, we reserve the right to cancel or reschedule any trip departure for any reason. Without limitation to the foregoing, we reserve the right to cancel or reschedule any trip departure for any reason. If we cancel, except in the case of a force majeure event, we will offer, at Dive N Ride's sole discretion, either a full refund of all money paid or a credit in that amount toward an alternative trip. If the alternative trip is less costly than the cancelled trip, we will refund you the difference. If the alternative trip is more costly than the cancelled trip, you will be required to pay the difference. Guest is responsible for any additional costs not directly booked through Dive N Ride, including but not limited to, acquiring travel insurance or airline tickets or any other travel-related arrangements not made by us.

IMPORTANT NOTE: There will not be any refund for any unused portion of a travel booking. While any participant can choose not to participate, please be aware there will be no refunds for any portion of the trip that participant is not able, or chooses not to engage in. If you cancel while your trip is in progress, there is no refund for the unused portion. In addition, if you arrive late to any part of the trip, all costs required to reach and join the activity/trip in progress will be at your own expense.

11. FORCE MAJEURE. Dive N Ride assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: natural disasters, fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, landslides, water or power shortages or failures, tropical storms or hurricanes, natural or nuclear activity, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, cybersecurity issues and/or technology outages or disruptions, changes of schedules or operational decisions of air carriers, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics (including, without limitation, COVID-19), or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel Supplier and its facilities, or any other catastrophic circumstances or any other factors unforeseen by Dive N Ride that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions ("forces majeure"). In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if (and only if) we can recover any monies from our Suppliers (and we are under no obligation to), we will refund these to you without any charge by Dive N Ride.

12. INSURANCE. Travel insurance coverage is NOT included in the cost of your trip. It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection/Insurance Coverage is ***strongly recommended,*** and such plans

should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage insurance. Travel insurance plans can help protect you in the event of loss of NON-REFUNDABLE trip deposits and any other payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for costs related to, and not limited to, medical emergencies (including costly medical evacuation and repatriation costs), delayed or missed connections and baggage delay/loss. Given the adventurous nature of our trips, travelers should ensure their plan covers scuba diving and/or motorcycling and includes emergency medical evacuation/extraction, as many standard policies exclude such activities. *Travel insurance plans, which may include Cancel For Any Reason coverage, typically must be purchased within seven (7) to ten (10) of initial trip payment in order to qualify for a pre-existing condition waiver.*

Dive N Ride works with several reputable travel insurance companies. For more details on how we may assist you with your travel insurance needs, please visit https://divenrideadventures.com//why-you-need-travel-insurance/. While Dive N Ride may recommend travel insurance options to choose from, we are not liable for any situation resulting from said options. Dive N Ride is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans and as such we cannot evaluate the adequacy of the prospective insured's existing insurance coverage. Please be aware that any cancellation fees will not be accepted as part of your claim. If you have any questions about your travel protection, please call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Dive N Ride cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred.

Dive Accident Insurance. For any scuba diving trip, travelers must obtain and maintain Divers Alert Network (DAN) dive accident insurance (or equivalent coverage acceptable to Dive N Ride) and provide proof upon request; Dive N Ride may deny participation, without refund, to any traveler who fails to do so.

BY DECLINING TO PURCHASE TRAVEL INSURANCE, TRAVELER ACKNOWLEDGES THE ABOVE AFOREMENTIONED RISKS. IF YOU TRAVEL WITHOUT ADEQUATE INSURANCE COVERAGE, DIVE N RIDE WILL NOT BE LIABLE FOR ANY OF YOUR LOSSES HOWSOEVER ARISING, FOR WHICH TRIP PROTECTION PLAN COVERAGE WOULD OTHERWISE HAVE BEEN AVAILABLE.

13. DESTINATIONS AND DOCUMENTATION. Travel to certain destinations may involve greater risk than others. Dive N Ride urges travelers to remain informed on a daily basis as to current news, 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 conditions in various countries and the level of risk associated with travel to particular international destinations can be found at https://travel.state.gov/content/travel.html, and http://www.cdc.gov. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. A U.S. State Department list of travel advisories is available at https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/. **Should you choose to travel to a country that has been issued a travel warning or advisory, Dive N Ride will not be liable for damages or losses that result from travel to such destinations.**

Travelers are solely responsible for obtaining and maintaining all required passports, visas, entry permits, inoculations and other required documents, and travel authorizations, including but not limited to ETIAS (European Travel Information and Authorization System), UK ETA (Electronic Travel Authorization), and any similar government-mandated authorization programs, and for complying with all entry, transit, and exit requirements of the countries visited. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order

to board a flight, found here: http://www.tsa.gov/traveler-information/acceptable-ids. Air travelers with identification (ID) that does not meet the REAL ID ACT requirements will have to use alternate ID forms (passport, military ID, or permanent resident card) to pass TSA security checkpoints—even for domestic travel. Visas are required when they apply. You can find out if your international destination requires a visa at https://www.usa.gov/visas-citizens-traveling-abroad. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Dive N Ride strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Many countries require a minimum number of blank pages in your passport book. Non-USA citizens may require additional documentation. Further, 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/Group Leader in writing. **Please visit https://help.cbp.gov, www.travel.state.gov or https://www.dhs.gov/real-id for the most updated requirements for travel documentation.**

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/. Further, certain countries restrict travelers with criminal convictions, even if expunged. Please inform us prior to booking with us if this applies to you and seek separate legal counsel to confirm your ability to travel to your desired destination. If you are denied access to a country or a Supplier due to a conviction, Dive N Ride shall not be liable for any losses, expenses, or refunds to you or anyone in your group.

In addition, recommended inoculations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at https://www.cdc.gov/.

LGBTQ Community. Traveler is aware that local laws, customs, and conditions in some destinations may pose legal or safety risks, including risks relating to sexual orientation or gender identity. Dive N Ride shares available information (such as U.S. Department of State guidance) as a courtesy but does not guarantee any traveler's safety and is not responsible for the laws, actions, or conditions of any destination or third party. While Dive N Ride is a member of the International LGBTQ+ Travel Association (IGLTA) and this membership reflects our values and our commitment to serving our community, it does not constitute a representation or warranty regarding the safety, laws, or conditions of any destination and as such each traveler is responsible for assessing current conditions and assumes all risks of their decision to travel.

YOU ACKNOWLEDGE ANY FAILURE TO STRICTLY COMPLY WITH THESE REQUIREMENTS MAY RESULT IN DENIED BOARDING OR AN UNDUE DELAY AT AN AIRPORT SECURITY CHECKPOINT CAUSING TRAVELER TO MISS FLIGHT(S), AND SUBSEQUENT SCHEDULED TRAVEL BOOKINGS TRIPS. DIVE N RIDE BEARS NO RESPONSIBILITY FOR ADVISING AND/OR OBTAINING REQUIRED TRAVEL DOCUMENTATION FOR YOU, OR FOR ANY DELAYS, DAMAGES, AND/OR LOSSES INCLUDING MISSED PORTIONS OF YOUR VACATION RELATED TO IMPROPER DOCUMENTATION OR GOVERNMENT DECISIONS ABOUT ENTRY.

14. NON-RESPONSIBILITY. Dive N Ride does not provide, own, manage, operate, supervise or control the travel services and products that may be provided as part of your trip, such as eateries, activities (e.g., events, exhibits), transportation, flights, accommodations, cruise, or travel insurance ("Travel Products"). All Travel Products are owned, controlled, operated, or made available by vetted, independent third parties such as destination management companies, airlines, hotels, cruise lines and tour operators ("Suppliers"). Dive N Ride and its members, managers, owners, employees, affiliates, agents, contractors and representatives ("Representatives") use third party Suppliers to arrange trips, transportation, sightseeing, lodging, and all other services related to this trip. Dive N Ride is an independent principal and

is not a Representative of any of these Suppliers. All Suppliers are independent contractors and are not Representatives of Dive N Ride. The Supplier's terms, conditions and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Dive N Ride does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Dive N Ride acts only as an independent principal for the Supplier in acquiring transportation, hotel accommodations, cruises, sightseeing and other Travel Products, privileges or services for the travelers' benefit, and on the express condition that Dive N Ride shall not be responsible for any act, omission, negligence, bankruptcy, insolvency or default of any Supplier, company or person engaged in or responsible for any Travel Products, or otherwise in connection therewith.

Further, all tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Dive N Ride nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Dive N Ride including in the event any third-party providers or healthcare professionals seek to assist with medical or other help and we are not liable for any costs or missed activities in relation to said assistance. Dive N Ride assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Dive N Ride assumes no responsibility or liability for personal property; and Dive N Ride shall be relieved of any obligations under these Terms and Conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic (including COVID-19 or other infectious diseases), illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Dive N Ride accepts no responsibility for lost or stolen items *In addition to the foregoing, Dive N Ride reserves the right to refuse any traveler or potential traveler at its sole discretion*

Please review all documents, including the cancellation policies and terms and conditions of the Suppliers, carefully and promptly as we will not be responsible for any errors or your unawareness of Suppliers' terms. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections.

15. ASSUMPTION OF RISK/WAIVER. Traveler is fully aware of the inherent risks connected with participating in the tour. These risks include, but are not limited to, risk of injury or death from: force majeure, motor and conveyance vehicle collisions, water related activities, roadway hazards, slips, and falls, uneven terrain, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Dive N Ride and its Representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; foodborne illnesses, dietary restrictions, allergic reactions or food poisoning, fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, illnesses caused by COVID-19 (or other pandemics and infectious diseases, etc.), physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; equipment malfunctions; or a lack of safety features and/or failure to utilize any safety features.

Scuba Diving and Water Activities. Traveler further acknowledges and expressly assumes all risks inherent in scuba diving, snorkeling, free diving, and other in-water and boat-based activities, including without limitation: drowning and near-drowning; decompression sickness, barotrauma, nitrogen narcosis, arterial gas embolism, oxygen toxicity, and other pressure- or gas-related injuries; equipment failure or malfunction (including regulators, buoyancy compensators, tanks, gauges, and breathing-gas supply); running low on or out of breathing gas; rapid, uncontrolled, or missed ascents and descents; strong or unpredictable currents, surge, tides, waves, entanglement, and changing visibility, depth, and water temperature; entry into and exit from dive boats and the water; marine life, including bites, stings, and envenomation; dive-boat and vessel operations; and the negligence, lack of training, or misconduct of dive operators, dive instructors, boat crew, dive buddies, and other participants.

Motorcycle and Motorized Touring. Traveler further acknowledges and expressly assumes all risks inherent in operating or riding on a motorcycle, , or similar motorized vehicle, including without limitation: loss of control; collision with other vehicles, objects, animals, or pedestrians; road, surface, and terrain hazards (including gravel, debris, potholes, water, oil, and unpaved or uneven roads); the acts, errors, or omissions of other motorists; mechanical or equipment failure; adverse weather, reduced visibility, and limited protection from the elements; the absence or inadequacy of helmets or protective gear; variations in local traffic laws, road conditions, signage, and driving customs; and the negligence, lack of skill or experience, impairment, or misconduct of any operator (including traveler), other riders, guides, or other participants. Traveler represents and warrants that any operator of a motorcycle or motorized vehicle holds and can present a valid license with appropriate endorsements, is physically and mentally fit to operate the vehicle, will obey all applicable traffic laws, will wear a properly fitted helmet and appropriate protective gear, and will not operate any vehicle while impaired by alcohol, drugs, fatigue, or medication.

Traveler understands the description of these risks is not complete and acknowledges that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel and is voluntarily participating in said travel with the knowledge that there are significant potential dangers and hereby agrees to accept any and all risks. FURTHER, TRAVELER HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS AND AGREES TO AND SHALL HOLD HARMLESS AND FULLY RELEASE DIVE N RIDE AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED WITH THE TRIP, INCLUDING ANY CLAIMS OF THIRD PARTY NEGLIGENCE AND/OR THE NEGLIGENCE OF DIVE N RIDE AND/OR ITS REPRESENTATIVES AND TRAVELER HEREBY COVENANT NOT TO SUE DIVE N RIDE AND/OR ITS REPRESENTATIVES FOR ANY SUCH CLAIMS OR JOIN ANY LAWSUIT OR ACTION THAT IS SUING DIVE N RIDE. THESE TERMS AND CONDITIONS ALSO BIND YOUR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. THE TERMS OF THIS HOLD HARMLESS AND RELEASE OF ALL LIABILITY PARAGRAPH, SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THESE TERMS AND CONDITIONS, WHETHER BY OPERATION OF LAW OR OTHERWISE. Notwithstanding the foregoing, nothing in this section releases Dive N Ride from liability for its gross negligence, willful misconduct, or violation of law, or from any liability that may not be released or limited under applicable law.

16. INDEMNIFICATION. Traveler agrees to and shall indemnify and hold harmless Dive N Ride and its officers, directors, employees and agents, from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Dive N Ride (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler's breach or violation, or threatened breach or violation, of these Terms and Conditions; (ii) any of your negligent acts or omissions, or any damage caused by traveler while participating in the trip; (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing. The terms of this INDEMNIFICATION paragraph shall survive any termination or cancellation of these Terms and Conditions, whether by operation of law or otherwise.

17. YOUR BEHAVIOR. Each traveler in any trip planned by Dive N Ride is expected to act responsibly and adhere to all behavior guidelines established by Dive N Ride and our Suppliers. Dive N Ride and all Suppliers reserve the right to remove you from any facility, hotel or resort property, trip location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other individuals on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund.

You acknowledge and agree to follow and abide by any and all laws and regulations of any state and/or country you enter while participating in the trip. When you book with Dive N Ride, you accept responsibility for any damage or loss caused by you or anyone traveling with you, including without limitation, in connection with any violation of applicable state and/or

country laws, regulations and/or policies. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time by the traveler to the accommodation owner or manager or other Supplier, or to Dive N Ride, if, for whatever reason, Dive N Ride had to make payment for said damages which traveler is solely liable for. Further, you must indemnify us 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 further agree not to hold Dive N Ride or any of its Representatives liable for any actions taken under these Terms and Conditions.

While all local and national laws and regulations are important to follow, we strictly encourage you to be informed concerning the applicable laws, regulations or policies, including the use and/or possession of illegal substances at the location of your travel (e.g., marijuana). There will be no tolerance for any use or possession of any drug and your failure to strictly comply with this requirement will result in a breach of these Terms and Conditions and may prevent you from your continued participation. We require responsible alcohol consumption for your safety and for those around you. If you are asked to leave a trip for inappropriate behavior, violence, or any other disruptive action, you will not be refunded.

18. HEALTH/PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES. By booking a tour with us, you acknowledge that you have undergone a physical examination and either received a doctor's approval to participate or chosen to participate without a physician's consent. *If you are unable to complete any part of the tour due to a physical or mental inability to keep up with the group of participants, there shall be NO refunds owed.*

The nature of some of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips. It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your ability to do so, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Dive N Ride will communicate requests to Suppliers but cannot be responsible if Americans with Disabilities Act (ADA) accommodations are not available. It is the Supplier's responsibility to provide adequate accommodations for the traveler. Further, please note that any accommodations provided outside the US may not be in compliance with the Americans with Disabilities Act (ADA) (e.g., wheelchair accessibility, etc.) and will be at the sole expense of the traveler requiring the accommodation. These Suppliers may, unfortunately, be unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Dive N Ride at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance.

If you are pregnant or expecting at or around the time of your planned travels, please inform us prior to booking. Some Suppliers will not permit travel past certain gestational periods for your safety and the safety of your child/ren. If you become pregnant after booking with us, please consult with a doctor and review the Supplier terms and conditions as they relate to your booking to determine whether you will be permitted or prevented from traveling. If you are denied boarding embarkation, or access to a Supplier due to a pregnancy, or physical or mental disability, Dive N Ride shall not be liable for any losses, expenses, or refunds resulting from such loss in access for you or anyone in your group.

For the safety of our guests, Dive N Ride reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

Medical Emergency Authorization. If, during the trip, you are unable to give informed consent to medical treatment and no accompanying companion is able to consent on your behalf, you authorize Dive N Ride and its Representatives to secure or arrange emergency medical treatment, transport, or evacuation on your behalf. You are solely responsible for all costs of such treatment, transport, or evacuation and agree to reimburse Dive N Ride for any such costs it advances. Dive N Ride does not undertake to provide medical care and is not responsible for the acts or omissions of third-party medical providers.

19. PHOTO/VIDEO LIKENESS & FEEDBACK. Traveler hereby gives consent and grants to Dive N Ride a royalty-free, perpetual, and irrevocable license to publish any testimonials, reviews, photographs and/or videos of the trip or traveler in any form of media without obtaining further consent and without compensation, solely for the purposes of marketing our tours. Each traveler releases Dive N Ride and its Representatives from any liability in connection with any use of such forms of media. Notwithstanding the foregoing, if a traveler desires to have a specific photo or video or any image of themselves removed from our website or social media, please request said removal per email below.

20. DISPUTE RESOLUTION. All inquiries and general concerns must be submitted to Dive N Ride in writing to lisa@divenrideadventures.com within thirty (30) days after the trip or cancellation of trip, and must include detailed and evidentiary information. In addition, if a problem arises during your trip, you must report it to your Dive N Ride guide or to Dive N Ride as soon as reasonably possible during the trip so that we and our Suppliers have the opportunity to address it; reporting a problem during the trip is a condition to bringing any later claim relating to that problem, except where doing so was not reasonably possible. On-site reporting does not replace the written notice-of-claim requirement in this paragraph If a dispute arises out of or relates to this contract, or breach thereof, and if the dispute cannot be settled through negotiation and litigation is necessary, then the following terms herein shall apply.

21. GOVERNING LAW AND VENUE. These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arizona exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Maricopa County in the State of Arizona.

22. CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM. You agree that you will only bring claims against Dive N Ride in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Dive N Ride shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. To the fullest extent permitted by law, Dive N Ride is also not liable for any indirect, incidental, special, or consequential damages, including lost wages, lost profits, or loss of enjoyment. Nothing in these Terms and Conditions excludes or limits any liability that cannot be excluded or limited under applicable law, including liability for fraud, willful injury, gross negligence, or violation of law. **You hereby agree to waive your right to trial by jury. You understand and agree that no claims will be considered and that you will not bring suit against Dive N Ride unless you have first provided a written notice of claim to Dive N Ride within thirty (30) days after the trip or cancellation of the trip, further provided that you agree to file suit within one (1) year of the incident and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year. Any claims not submitted and received within this time shall be deemed irrevocably waived and barred. Notwithstanding the foregoing, in no event shall Dive N Ride's liability to you (or any member of your traveling party, or your/their heirs, successors and assigns), from any cause of action (whether in contract, tort, indemnity, equity, or otherwise), exceed the amounts paid to Dive N Ride for the services Dive N Ride performed and provided to you in connection with these Terms and Conditions, and this is your sole and exclusive remedy for a breach of these Terms and Conditions by Dive N Ride.**

23. ELECTRONIC COMMUNICATIONS. You consent to receive electronic communications, and you agree that all documents, notices, disclosures, and other communications that we provide to you electronically, via email or through text, satisfy any legal requirement that such communications be in writing.

24. MISCELLANEOUS. These Terms and Conditions, including any other documents, itineraries, and invoices we provide you, constitute our entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Dive N Ride. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and

shall not affect the validity and enforceability of any remaining provisions. Failure by us to exercise or enforce any right or provision of these legally binding Terms and Conditions shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

The provisions of these Terms and Conditions, which by their nature extend beyond termination or expiration of these Terms and Conditions (whether by operation of law or otherwise) shall survive the expiration or termination of these Terms and Conditions to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. These Terms and Conditions shall be written in, and all other communication under or in connection with these Terms and Conditions shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in the interpretation between the English version and such translation, the English version shall control.

25. CONTACT US. Dive N Ride Adventures LLC welcomes your questions or comments about our tours:
Email: lisa@divenrideadventures.com
Attn: Lisa Malachowsky; Owner
Phone: 623-252-5649

SELLER OF TRAVEL
Dive N Ride Adventures LLC is a California Seller of Travel CST No. 2150794-40
Dive N Ride Adventures LLC is an independent affiliate of Travel Planners International and operates under the Seller of Travel Registrations as listed below:
Florida: Florida Seller of Travel Registration No. ST17873
Washington: UBID 602232785
California: CST No. 2063964-50
Registration as a seller of travel does not constitute approval by the State of California.