

Forward Momentum Travel Booking Conditions

1. Booking Procedure

Only after the signed Reservation Form and Booking Conditions and appropriate deposit (see next paragraph) have been made and returned to Forward Momentum Travel or an authorized travel agent, will the booking be confirmed and definite. The date of receipt of these documents will be deemed the date of booking. The party leader must review all documents with all parties for whom a booking is made and either each such party must sign the Reservation Form and Booking Conditions or authorize the Party Leader to sign such documents. If the Party Leader signs these documents on behalf of any or all parties, it is the responsibility of the Party Leader to review and obtain permission of all members of the party prior to signing. If any party has questions or concerns about any item in the Reservation Form or Booking Conditions, or about the deposit, either the party concerned or the party leader is required to share those questions or concerns with Forward Momentum Travel prior to signing the forms. Signing and returning the above forms together with the deposit and air charges, if applicable, constitutes consent by the party to the terms set forth in these documents.

Unless otherwise specified, a US \$250 deposit per person together with payment of all air transportation charges must be paid in full in order to secure and confirm a booking. Additionally, some suppliers require 10%-20% deposits to secure bookings and notification will be given to the party leader of these special requirements during the booking process. Unless otherwise specified, full payment must be received forty-five (45) days prior to departure. If bookings are made within forty-five (45) days of departure, full payment must be received immediately to secure and confirm a booking. If other arrangements are required, Forward Momentum Travel will consider them on a case-by-case basis. If payments are not made in a timely manner, Forward Momentum Travel reserves the right to refuse to confirm the booking, or to impose overnight mail charges and/or any other reasonable fees to cover costs. Bookings including air only transportation may include other fees.

2. Surcharges

The price of travel arrangements is subject to surcharges for increases in: transportation costs (e.g., fuel); other airline imposed surcharges; Government action, such as increases in VAT or any other Government imposed increases; and currency in relation to adverse currency exchange rate variations.

Forward Momentum Travel will normally absorb a small change in currency exchange rates (e.g., 1%), but reserves the right to add a surcharge for any adverse currency exchange rates. The surcharges in relation to currency exchange rates are at the complete discretion of Forward Momentum Travel.

3. Early Booking Guarantee

Providing a party making a booking has paid in full, the party will be exempt from any future additional surcharges, increases in rates, or adverse exchange rates. In return for this guarantee, no credit, refund, or discount will be given should a favorable currency exchange rate develop.

4. Liability and Responsibility

Forward Momentum Travel is not the source or supplier of the travel services being booked under these terms. Instead, it is acting solely as an agent for the actual suppliers of such services. Forward Momentum Travel has no special knowledge or information regarding any supplier insolvency or unsafe conditions. The suppliers whose names appear in the information supplied are those who are actually responsible for providing these travel services. By signing the Booking Conditions each party agrees to the use of those suppliers, and also agrees to indemnify and hold Forward Momentum Travel, its employees and agents harmless from any claims arising from, or any damages, costs or loss incurred as a result of the following:

- (1) any supplier failing to provide the travel services booked, failing to comply with any applicable rule, procedure or law, or committing any negligent act or failing to perform any act that causes any injury to person or property, damage, delay or other inconvenience;
- (2) any conditions, actions, or omissions occurring that are beyond the reasonable and direct control of Forward Momentum Travel;
- (3) any travel disruptions, missed connections, cancelled flights, and/or other related problems that the party may experience;
- (4) any arrangements made directly with a supplier or another travel company or any problems, direct or indirect, or delays that result from any arrangements made separately from Forward Momentum Travel;
- (5) any cancellations or any changes to the vacation of the party due to War, threat of War, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems with transportation, changes of schedule or changes in operation decisions by airlines (resulting in cancellations or delays), or other circumstances amounting to force majeure;
- (6) any problems resulting from oversized baggage or baggage exceeding weight limits;
- (7) any decompression effects or illness as a result of flying after diving or for any other reason, regardless of surface interval;
- (8) any passport or visa problems any member of the party might experience in any country;
- (9) any changes the supplier makes to facilities or activities.

Each party must review all travel documents for accuracy upon receipt and agrees to contact Forward Momentum Travel within twenty-four (24) hours if the party has any questions. Failure to so notify Forward Momentum Travel shall constitute a waiver of any claim regarding accuracy of the travel documents. Discounted fares typically involve restrictions and changing any aspect of the travel arrangements may result in the payment of additional money.

Each airline has specific rules and requirements in regards to baggage size, weight, and even design. It is the responsibility of the party to make sure that baggage brought on any flight adheres to the size, weight, and design requirements of the airline. Smaller planes or helicopters often require smaller and lighter baggage. Airlines will likely charge fees for baggage that exceeds weight and size requirements. On smaller planes and helicopters, oversized baggage or baggage that is too heavy may not be allowed on the flight for safety reasons. If any item, terms, or conditions of this document are found to be invalid or illegal, all other remaining items, terms, and conditions will still apply.

5. Scuba Diving

It is the responsibility of the party to ensure that all rules and guidelines for flying after diving are met.

6. Cancellation, Changes, and Refund Policy

Any party may cancel their booking at any time providing that they communicate the cancellation in writing to Forward Momentum Travel. Unless otherwise specified, there is a US \$250 per person cancellation fee for cancellations made more than forty-five (45) days before departure, in addition to all supplier imposed cancellation fees. For cancellations made within forty-five (45) days prior to departure (and inclusive of the forty-fifth (45th) day before departure), generally no refund shall be given. In such instances, Forward Momentum Travel shall make the decision in its sole discretion on a case-by-case basis. Some suppliers have sixty (60) day cancellation policies and Forward Momentum Travel will notify the party leader of these special requirements during the booking process.

Postponing or rescheduling of a trip is considered on a case-by-case basis, but is in no way guaranteed. Postponing or rescheduling of a trip is subject to the cancellation charges in the above paragraph. Any party wishing to postpone or reschedule a trip must communicate their request in writing to Forward Momentum Travel.

Following booking but before departure, Forward Momentum Travel will attempt to handle any changes requested by a party. All change requests must be communicated to Forward Momentum Travel in writing by the party requesting the change. There is no guarantee that the requested change may be made. Any additional charges resulting from changes will be the responsibility of the party. Any charges associated with alterations to the vacation will be communicated to the party before Forward Momentum Travel makes any changes. The party must agree and immediately pay in full (if there are change fees) for all changes to the vacation, before Forward Momentum Travel will make the changes.

Refunds or changes after departure are at the discretion of the supplier of the service. All cancellation and refund requests must be made in writing to the supplier. It is the responsibility of the party to inquire about supplier related cancellation, change, and refund policies. Forward Momentum Travel will gladly assist in providing the supplier policies upon request. No refund or credit will be given for any unused features or early departures for any reason.

7. Important Notes

The party understands that if traveling internationally, he/she must have a valid passport and depending upon the destination and the origin of each person's passport, a visa may need to be obtained. Passport and visa information may be obtained by contacting the Travel Advisory Section of the U.S. State Department at (202) 647-5225 or by visiting the State Department's Web site at www.state.gov. The State Department can also advise on dangers in areas the party might be traveling. Non-U.S. passport holders should be sure to contact the embassies of their destination and transit countries to obtain entrance requirements. To obtain medical information, you may contact the Centers for Disease Control. The CDC's Web site is www.cdc.gov.

8. Insurance

Forward Momentum Travel strongly recommends the purchase of travel insurance to cover certain risks inherent in travel, including but not limited to, supplier bankruptcy and the inability to travel due to a medical or personal emergency. Certain suppliers require the purchase of travel insurance and Forward Momentum Travel will advise the party and/or the party leader of those suppliers when necessary. Forward Momentum Travel will provide the party with information on travel insurance.

9. Rates do not include

All items of a personal nature such as passport fees, vaccinations, visas, airport taxes, drinks, laundry, clothing and toilet items; international departure and border taxes and fees; excess baggage charges; tips; and rental equipment unless otherwise indicated in writing are NOT included in the rates charged by Forward Momentum Travel.

10. Website and Brochure

The information contained in Forward Momentum Travel brochures and on the Forward Momentum Travel website is based upon the latest information available at the time of publishing and updating. Changes, however, occur as suppliers (e.g., resorts) update their facilities. Forward Momentum Travel works hard to learn of changes made by suppliers, however, it is possible that changes by a supplier can occur or begin to occur without the supplier notifying Forward Momentum Travel.

11. Complaints

If a problem arises during the party's vacation, please inform the relevant supplier (e.g., resort) immediately. Complaining at the time of the problem, directly to the supplier will likely yield the best results. It is, therefore, a condition of this agreement that the party communicates any problem and attempts to resolve any problem after departure directly with the supplier as soon as the problem arises. If the complaint of the party cannot be resolved locally with the supplier, Forward Momentum Travel recommends writing to and contacting the headquarters of the supplier as soon as practicably possible to help resolve the problem.

If a complaint involves Forward Momentum Travel, the party must notify Forward Momentum Travel in writing of the problem within thirty (30) days of the party's return home. The written communication must include all relevant information regarding the complaint or problem. If the party fails to notify Forward Momentum Travel within the above time, Forward Momentum Travel shall be relieved of any and all liability for the problem. The party agrees to accept any reasonable solution Forward Momentum Travel makes in an attempt to amicably settle any problem or complaint. Any claims or disputes under this agreement will be resolved by binding arbitration in New York. The American Arbitration Association shall conduct all such arbitrations and all costs shall be born by the prevailing party.

12. Definitions: A party is defined as each person for whom Forward Momentum Travel arranges all or a part of the travel plans. The party leader is the person that is the primary contact that Forward Momentum Travel or authorized travel agent deals with in arranging the travel plan.

I have carefully read the booking conditions, and I agree to all terms and conditions in this document. I have also shared and reviewed all the information in the booking conditions with all members of the party and I have obtained their consent to all terms and conditions above. Any questions I have regarding the booking conditions have been made and answered by Forward Momentum Travel before I sign these Booking Conditions.

Client's Signature (Party or Party Leader)

Date