

## All Star Travel Crew, Inc.- TERMS & CONDITIONS – TOUR PARTICIPANT AGREEMENT (TPA)

This document, which includes Exhibit A hereto, which will need to be read and accepted by you, creates a contractual relationship between All Star Travel Crew, Inc. (AST) and you, the "customer". After reading this entire customer agreement (the "agreement"), in order for your travel or vacation package reservation ("vacation package", "trip", or "reservation") to be completed, you must indicate your acceptance of the terms and conditions found in this agreement.

Accordingly, failure to accept this agreement (if electronic by clicking "I accept" at the bottom; if paper by signing and returning to our office) will prevent you from completing your reservation of a vacation package with All Star Travel Crew, Inc.

Spring Break, Winter Break & Senior Grad Trips 2007-2008. Please read this document carefully and make sure you understand everything prior to making your reservation. The travel package will be delivered as described in the travel brochure or flyer subject to all terms and conditions described herein. All Star Travel Crew(AST), located at 1455 N. Maplewood, Suite 2E, Chicago, IL, the tour operator for all domestic or other packages (unless noted below) with scheduled air transportation and is the agent offering tours with scheduled air. AST is responsible for the accommodations and other ground services. For charter air only, the charter operator is responsible to the tour participants for charter air services offered with these tours. Prices in the brochure are based on airline, hotel, ground service and other prices in effect on August 1, 2007. AST reserves the right to increase the price of the tour for any reason subject only to the limitations set forth herein.

### CUSTOMER

The traveler (herein referred to as "Customer", "Participant", "I", "you", or "your") who has reserved a vacation package as described in this brochure, flier, website, invoice, confirmation and who intends to participate in the vacation package so reserved and by such participation and payment as provided for in this customer agreement ("agreement") hereby agrees to be bound by and subject to the terms and conditions of this agreement.

### RESERVATIONS AND PAYMENTS

A non-refundable deposit of \$100.00 per person(unless a different amount is presented in writing) and/or signed reservation form, and/or an internet-based reservation secured with credit card payment, act as an acknowledgment to the conditions of this contract, & must accompany all reservation requests and be received in our office within seven (7) days of booking. Reservations are subject to space availability when your reservation application and payment is received by AST. Final payment for Spring Break trips (travel dates Feb. 20 - May 1, 2008) are due in AST's office by January 5, 2008. Bookings made after January 5, 2008 must include full payment of the purchase price and a signed reservation form are required immediately after booking is made, unless other payment arrangements have been approved in writing from our sales office. A \$30.00 per passenger late reservation charge may be assessed to Spring Break packages after Dec. 15, 2007. Final payments for Senior Trips(travel dates May 1 – July 20, 2008) are due in AST's office no later than March 1, 2008. Bookings made after March 1, 2008 must include full payment of the purchase price and a signed reservation form are required immediately after booking is made, unless other payment arrangements have been approved in writing from our sales office. Payments may be made directly to AST by credit card or check payable to All Star Travel Crew. AST accepts Visa, Master Card, Discover and American Express credit cards. Credit card payments will be accepted via website at [www.ASTcrew.com](http://www.ASTcrew.com), via fax at 773-278-5772 and must be accompanied by a signed Terms and Conditions Agreement & credit card "authorization to bill" form prior to final flight documents being issued (air-inclusive) or check-in's occurring (land only). If full payment is not made by the due date, the reservation is in default and may be regarded at AST's election as having been canceled by the passenger or AST may elect to charge up to a \$30/person re-booking fee if a change of any package component is necessitated. In this event, additional appropriate cancellation charges shall apply. If payment is late we cannot guarantee groups on the same flight or guarantee your first hotel choice. **MAXIMUM ONE FINAL PAYMENT PER CREDIT CARD.** All payments (deposits and final payments) are to be mailed directly to AST at the address indicated. **EACH PAYMENT MUST PROPERLY NOTE THE PARTICIPANT'S NAME & GROUP NAME.** Insufficient funds or stopped payment checks shall be subject to a charge of \$30 per check; AST is under no obligation to redeposit any such checks. Participant agreements, rooming lists, and other paperwork are also to be sent to AST prior to departure with final payment. AST reserves the right to reduce published prices at its sole discretion and at any time for new bookings only (i.e., on a non-retroactive basis). AST also reserves the right to re-invoice your reservation should an error be made in computing your package price, or for any error quoted or invoiced by our office. Any person or entity (including a Travel Agent) who receives monies from Participant(s) does so strictly as an agent for the Participant(s).

AST disclaims liability for such monies until received by AST's office and check has been cleared by AST's bank. Tender of a deposit constitutes acceptance of these and all other terms of this agreement and the charter operator's Charter Passenger Terms and Conditions, if required. The portion of your payment applicable to charter air transportation will be remitted by AST within 7 business days to the public charter operator by check payable to that operator's escrow account. Your initial deposit will be applied to the land portion of your trip. The portion of your payment applicable to ground accommodations and services are not subject to this requirement, except in instances where the public charter operator supplies all air and ground components of the package being purchased.

#### **PACKAGE INCLUSIONS AND PRICING**

See sales materials (brochures, fliers, website, invoice) for vacation package inclusions. All vacation package inclusions subject to the terms and conditions contained herein. Unless specifically indicated otherwise herein, land only vacation packages, hotel only vacation packages, and cruise vacation packages do not include transportation. All rates are subject to change without notice in accordance with fuel base prices in charter contracts, available class of service, changes in government taxes/fees, etc. Any fuel-related increases and/or changes in government taxes/fees will be assessed no later than 10 days prior to departure and must be paid by all customers, regardless of whether their account is paid in full or not. Reservations received after early incentive dates are subject to price increases described in brochure, flier, invoice, website, confirmation.

#### **DAMAGE DEPOSITS / SECURITY FEES / OTHER FEES**

Unless otherwise specified there will be a refundable damage deposit due prior to travel. Although in most cases damage deposits are collected prior to final travel documents/tickets being transmitted, and are \$25 - \$50 per person & are refundable via Corporate Check if no damages are incurred. All domestic trips require a \$50 damage deposit, pre-collected, with final payments. For International Spring Break trips this money is collected at the front desk of the hotel (generally \$25-\$100 per person in cash, so be prepared) and is refunded upon hotel checkout. For Senior Grad trips AST will add \$25 per person refundable damage deposit and will refund that money within 60 days of AST's last traveler for the summer season. South Padre Island trips require a minimum of (2) open credit cards imprinted upon arrival for excessive damages. The full damage deposit, for South Padre spring break trips (less damages or other service charges) will be returned in whole or in part by mail approximately 60 days after the final departure of all spring break travelers provided the applicable forms are returned to our office, signed, as outlined in detail onsite in South Padre. All South Padre packages require a \$25 security wristband fee, \$15 per person processing fee, & \$50 damage deposit with final payment. Also, invoice balances, group non-payments, late payment fees, credit card chargebacks, name change fees or other fees, including unpaid balances of any booking within your group, if any, may also be deducted from damage deposits, if not received in advance. AST is not responsible for late nor lost mail. Each participant is fully responsible for all damages to his/her accommodations, common area damages, and any telephone, and/or excessive cleaning, or incidental charges (including missing items) incurred by participant or charged to the unit including any wristband/security fee. AST will assess a \$50 service fee for any damages incurred. South Padre check outs are 9 a.m., late check outs result in the forfeit of your groups entire damage deposit monies for expenses occurred by AST. All damages or charges which cannot be allocated to an individual unit or participant shall be allocated between participants on a pro rata basis, or in the event of common area damages, pro-rated to all participants staying at the affected property. Should damages or charges exceed the amount of security deposit, participant agrees to fully reimburse AST for any such excess within 10 days of notification of such excess charges by cashiers check or money order. Any damages to condo/hotel properties and/or rooms will be prosecuted to the fullest extent of Texas state law, and your identity will be immediately turned over to Texas law enforcement for arrest and prosecution. Please do not damage your room/condo.

#### **CHANGING YOUR RESERVATIONS**

There will be a \$25 per person fee for any changes made once final payment has been received plus any airline or hotel imposed fees. Within 30 days of departure, a change, by participant, in departure date, hotel, or number of passengers, at our option will be treated as a cancellation. Re-booking and cancellation charges as outlined will apply. Name changes are subject to hotel acceptance and penalties. A name change fee of \$25 applies, and trip monies can be transferred if ticketing has not already incurred. Change fees may be collected prior to check-in or at our option will be deducted from damage deposits prior to refunds being issued if not paid. No changes can be accepted which affect the structure of the rooming list; see "Accommodations" below.

## CANCELLATION CHARGES

Be advised that due to the costly process of changes, recording room list adjustments, forfeited lodging deposits by AST, YOUR RIGHT TO A REFUND IF YOU CHANGE OR CANCEL YOUR RESERVATION IS LIMITED. YOU ARE PURCHASING TRAVEL THIS IS NOT A REFUNDABLE TYPE OF PURCHASE. ALL DEPOSITS ARE 100% NON-REFUNDABLE. AST makes commitments on travelers' vacations once deposits are made therefore, deposits are non refundable. Any deposits made to AST are non-refundable, without exception. UNUSED TOUR SERVICES: No refunds will be made for any tour services which are not used by the participant (except in the case of major changes to Public Charters as detailed in the appropriate charter operator's Charter Passenger Terms and Conditions). If your trip is resold to an eligible substitute passenger you will receive a full refund less a \$25 per person change fee. No substitutions are generally allowed within 30 days of travel, and substitutions within 30 days (if possible) are subject to a change fee of \$25 plus any airline or hotel imposed fees. All written refund requests for cancellations or changes must be received within 60 days from the scheduled departure date of the trip. Any additional payments are fully refundable before the final payment date: January 5, 2008 for Spring Break trips, March 1, 2008 for Senior Grad Trips. Non-refundable fees include, but are not limited to: returned check fees, reservation change fees, transfer fees, and travel protection premiums. Cancellations after final payment dates result in refunds based upon the below schedule:

Cancellations 61 days or more prior to your final payment date will be assessed a fee of \$175, or required initial package deposit, whichever is greater, plus any transportation (airline, ship, bus, etc..) and/or attraction-imposed fees (park passes, ski tickets, etc...)

Cancellations 60 days or less up to your final payment date will be assessed a fee of \$275, or required initial package deposit, whichever is greater, plus any transportation (airline, ship, bus, etc..) and/or attraction-imposed fees (park passes, ski tickets, etc...)

Cancellations received in our office after your final payment date will render all monies previously paid to be non-refundable, unless you have purchased the Travel Protection Comprehensive Insurance Plan as described in Section X herein below and cancel for a reason covered under that plan

(restrictions/deductions/exclusions apply); please see brochure/policy for details, which is available online at [www.ASTcrew.com](http://www.ASTcrew.com) or a copy can be mailed or faxed by contacting our corporate office.

## ACCOMMODATIONS

Unless specifically confirmed in writing, all trips are sold on a maximum occupancy basis (generally 4 per room). For South Padre: Maximum occupancy (with sleeper sofas and supplemental air bedding utilized) means 2-3 persons per efficiency condo unit, 4-6 persons per hotel room, suite, one bedroom or studio condominium, 6-10 persons per two bedroom condominium, 8-12 persons per three bedroom condominium, and so forth. We will accommodate handicapped participants if requested at least 30 days prior to your trip departure date. In the rare case of a necessary property change, AST will refund any difference in price between the originally selected property and the available property. Like-kind property changes do not result in a refund of any kind, nor reimbursement of any additional inconveniences fees incurred, nor reimbursement of ground (i.e. taxi expenses). Unit locations identified in advertising or itineraries are descriptive only and subject to availability. Should the described locations become unavailable for any reason beyond the control of AST, then AST reserves the right to assign participants to other locations at the same destination, which are basically comparable in our sole judgment. Occasionally, scheduling or delays of air or bus transportation may cause late arrivals which may cause a loss on a night of accommodations. In such event, no refund will be issued. Domestic "Land Only" or "Hotel Only" (South Padre) packages always check in on Saturdays, and need to arrive prior to 10:00PM Saturday (unless air inclusive) otherwise a late arrival fee of \$50.00 payable in cash only will be assessed upon your arrival for your group.

## SUBSTITUTIONS / CHANGES

AST reserves the right to substitute hotels and any other package elements of equal or better grade or quality in our sole judgment. Should it ever become necessary to accept accommodations in a hotel of lesser grade or other tour elements of lesser quality within operator's control, an adjustment will be made. Where such change is known prior to departure, an attempt will be made to notify you. Should AST fail to deliver any trip component or service as promised, AST will refund the difference in its cost between the component or service delivered and that promised, provided that the reason the component or service was not delivered is within AST's reasonable operational control.

## **AIR TRANSPORTATION**

Charter flights will be operated using aircraft and airlines specified in the applicable charter operator's Charter Passenger Terms and Conditions. The airlines operate the air travel portion of your vacation subject to the government(s) involved granting of operating rights. If such rights are denied, the flight will be canceled with a full refund to the participants. AST reserves the right to change the form of air service from charter flight to scheduled flight or vice versa. In cases where AST arranges flights for you on scheduled service or charter service, AST acts only as the agent of the scheduled carrier or charter operator and shall not be responsible for the provision or operation of such flights, and participants shall receive only those consumer protections accorded passengers traveling on scheduled service or charter service as the case may be. AST acts only as an agent in all cases. Connecting flights are non-refundable once ticketed. Flights are generally non-changeable on student tours. AST does not guarantee participants beyond quad occupancy same-flight itineraries on scheduled air flights.

## **BUS TRANSPORTATION**

AST offers charter bus transportation from certain departures to various domestic destinations. Charter bus transportation options are offered conditionally upon AST's ability to fill an entire charter bus from a certain departure or area. If AST is unable to fill the bus, we purchase a ticket on a scheduled bus route to the destination or, offer the traveler to purchase an optional upgrade to air-inclusive, OR refund the bus-portion cost of the trip. Full refunds are never given.

## **COMPLAINTS / PROBLEMS**

In the very unlikely event that you have cause for dissatisfaction or encounter a problem during your vacation, IT IS YOUR RESPONSIBILITY to contact your AST representative at your destination or, AST's Travel Affiliate Partner in: Mexico, Nassau, Jamaica, Florida, Texas, and Colorado (AST cannot not be responsible for expenses incurred by passengers if AST was not notified of the problem). Should the cause of dissatisfaction relate to accommodations provided, it is important that the hotel manager and/or destination manager be made aware of the problem, in writing. Any luggage problems should be brought to the attention of the appropriate carrier in writing prior to leaving the airport. If after discussing any matter with your representative, you consider that you still have not received satisfaction while on vacation, please send to AST a written account of your complaint within 60 days of your return. Except as otherwise required by law, no consideration will be given unless a written communication has been received by AST within that time.

## **PARTICIPANT'S RESPONSIBILITIES**

Items not included in this package price; i.e., gratuities, meals, foreign & U.S. departure taxes and fees and all items of a personal nature are the sole responsibility of the passenger (unless specifically included in you package) and shall be paid directly when the service is received or paid as indicated on trip participant information or "house rules". Taxes, fees and damage deposit requirements will be billed with final payment. Air and bus transportation, hotel and accommodations, rules or conditions of carriage, as determined by said entity, must be adhered to at all times. This includes "House Rules" and rules/regulations printed in itineraries or other distributed printed materials. Pets are not permitted. We do not distinguish between smoking and non-smoking accommodations.

**USE OF MUSIC DEVICES IS NOT PERMITTED ON ANY FLIGHTS OR MOTOR COACH AND PERSONS DEEMED TO BE INTOXICATED WILL BE DENIED BOARDING AIRCRAFT OR MOTOR COACH TRANSPORTATION FOR ALL PARTICIPANTS' SAFETY.** Passengers who are refused transportation due to intoxication or improper behavior will receive no refund. Participant agrees to pay reasonable attorneys fees and other expense incurred by AST in the collection of unpaid damages, credit card charge backs or disputes, insufficient or stopped checks, or other losses for which participant is responsible. **TRANSPORTATION TO MEXICO, Jamaica, and the Bahamas REQUIRES PROPER DOCUMENTATION. PASSENGERS DENIED BOARDING DUE TO IMPROPER DOCUMENTATION WILL RECEIVE NO REFUND.**

## **PROOF OF CITIZENSHIP/INFORMATION REQUIRED FOR TRAVEL**

U.S. citizens must carry proper identification/proof of citizenship for travel. Non-U.S. citizens should consult their consulate for I.D. of visa requirements. **IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN PROPR IDENTIFICATION/PROOF OF CITIZENSHIP REQUIRED BY THE DESTINATION TO WHICH YOU ARE TRAVELING.** At the time of printing, airlines require all passengers to provide birth date, country of citizenship, form of I.D. that will be used for travel, and emergency contact information. **THIS INFORMATION MUST BE PROVIDED TO AST WITH INITIAL RESERVATION OR BY ACCESSING YOUR ACCOUNT ON OUR WEBSITE.** In all cases, this information must be provided to us no later than 14 days prior to departure or you are subject to cancellation without refund. Citizenship documentation requirements and airline-required information vary by destination/carrier and are subject to change without notice; AST assumes no responsibility for such changes or notifying tour participants of such changes. **EFFECTIVE JANUARY 23, 2007 ALL INTERNATIONAL TRAVEL VIA AIR WILL REQUIRE A**

**PASSPORT. PASSENGERS WHO ARE DENIED BOARDING OR ENTRY FOR IMPROPER DOCUMENTATION/FAILURE TO PROVIDE REQUIRED INFORMATION RECEIVE NO REFUND. MINORS TRAVELING TO AN INTERNATIONAL DESTINATION MUST CARRY A NOTORIZED LETTER OF CONSENT SIGNED BY BOTH PARENTS OR A "SOLE CUSTODY" OR "FATHER UNKNOWN" DOCUMENT (available at [www.ASTcrew.com](http://www.ASTcrew.com)).**

#### **RISKS AND WARNINGS**

For information regarding possible dangers at international destinations, contact the Travel Advisory Section of the US State Department, (202)647-5225, [http://travel.state.gov/travel/cis\\_pa\\_tw/tw/tw\\_1764.html](http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html) For medical information, contact the Centers for Disease Control, (404)332-4559, [www.cdc.gov/travel](http://www.cdc.gov/travel)

#### **TERRORISM**

There will be no refunds due to fear of travel from actual, threatened, or feared terrorist events.

#### **ASSUMPTION OF RISK**

Many establishments make available during the course of most trip packages various activities, contests, snowsports, watersports, parties, etc. which AST may offer on their behalf. Participants agree to accept responsibility for participating in these activities, where offered, and do so upon their own initiative and assumption of risk. AST shall not accept liability for accident, injury or death as a result of participation in said activities. Participant agrees to waive any and all claims arising there from against AST, its employees, independent contractors, agents and/or representatives or associates. By participating on the trip, you agree that your likeness, and/or photographic image may be used at AST's sole discretion for sales, marketing, and/or advertising and promotional consideration and use by AST and/or its travel affiliate partners and/or sponsors. AST events, parties, meals, and travel activities are often photographed, filmed, or video graphed without specific at-time knowledge of travel participants. All images, pictures, and/or video remain the property of AST and may be used without compensation or specific notification to travel participants by AST, its travel affiliate partners, vendors, suppliers, and sponsors. I hereby waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge AST from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

#### **ALCOHOL/ILLEGAL DRUGS**

The legal drinking age in Mexico and most countries in the Caribbean is 18. In the United States the legal drinking age is 21. AST does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication or the use of illegal drugs. AST does no condone nor provide the use of alcoholic beverages in its programs; only legally licensed vendors do so. AST has contractual relationships in all destinations with subcontractors who sell or provide optional activity packages to our customers. Some of these packages may make available alcoholic beverages. If you choose to drink, we urge you to do so responsibly and ask that you remember that the excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury, and/or death. You should also know that the underage use of alcohol or any use of illegal drugs can result in imprisonment.

#### **REMOVAL OF CUSTOMER FROM TRIP**

AST reserves the right to remove a customer from a trip if that person violates any law, whether domestic or foreign, is disruptive to others, or constitutes a danger to himself/herself or others. In addition, customer acknowledges that the hotel / condo may remove a customer from the property for similar reasons. In the event a customer is so removed or his/her participation terminated, customer will be responsible for the purchase of his or her return flight and will receive no refund for the remaining portion of the trip. If necessary, the customer will be responsible for finding and paying for alternate accommodations for the remainder of the trip.

**YOUR PARTICIPATION IN THIS VACATION PACKAGE IS AN ACKNOWLEDGEMENT BY YOU THAT YOU WILL ACT AS A MATURE ADULT AND WILL BE RESPONSIBLE FOR YOUR OWN DECISIONS. BY SIGNING THIS AGREEMENT AND THE "RELEASE AND WAIVER OF LIABILITY" ATTACHED TO THIS AGREEMENT AS EXHIBIT A, YOU ARE ACKNOWLEDGING YOUR PERONAL RESPONSIBILITY FOR YOUR BEHAVIOR AND YOU ARE RELEASING AST AND IT'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LIABILITY RESULTING FROM ANY INJURY SUFFERED BY YOU AND YOU ARE INDEMNIFYING AST FROM ANY LIABILITY RESULTING FROM ANY ACTION TAKEN BY YOU.**

## CONDITIONS AND ACCOUNTABILITY

In providing this vacation, AST, through contracts with independent third-party suppliers, arranges for certain services and accommodations offered in connection with the tour. With respect to all scheduled air Flights and Tours, AST is the agent and is responsible to the participant for arranging all services and accommodations offered in connection with the tour. However, neither AST nor their agents, servants, campus representatives, employees or your travel agent shall be liable for any claims, actions, cause of action, injuries, damages, loss, delays, costs or expenses arising out of or resulting from injury, accident or death, damage, loss or delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset disappointment, distress or frustration whether physical or mental for any of the following: Any act or omission of any third-party contractor supplying services on the tour, including, but not limited to air, land or water transportation services; Any act or omission of any third-party contractor supplying accommodations on the tour; Quarantine; Strikes; The failure of aircraft, land craft or watercraft or any other means of transportation to arrive or depart as scheduled; Civil unrest, disturbances; Government restrictions or regulations; Discontinuance or change in transit or hotel services; Any other cause over which AST has no direct control. The total responsibility for the operation, maintenance and scheduling for aircraft, watercraft or land vehicles used for the tour rests with the third-party contractor engaged in transporting passengers. Third-party contractors providing air, ground or water transportation shall not be liable for any damage, loss, delay or expense incurred at a time during which passengers are not on board their craft. Except as otherwise required by law, any claim, action, or cause of action against any party providing air, water or ground transportation services for personal injuries or death shall be brought in the country where the personal injury or death occurred. Upon occasion, AST may solicit sponsorship on a national, international or local level for the trip packages from various corporations or entities. It is to be understood by the participant that such sponsorships, if any, are arranged by AST or our agents strictly to enhance AST trip packages at no or discounted costs to the participant. It shall not be construed by you that these arrangements with such corporations or entities, if any, denotes that said sponsors are in a partnership of any kind with AST, it's employees, agents or associates nor that AST recommend, condone or suggest that the participant purchase, use consume or approve of said corporate or other entity sponsors, products or services. Grading of hotels and services is in accordance with standard industry practice and a tour participant accepts such grading when booking these tours. AST reserves the right to decline, to accept, or retain any tour member as participant of these tours. Fuel surcharges or increase in government taxes or fees may be imposed by the transportation companies which, in turn, may be added to the tour price even after final payment. Any increase of this nature for charter flights will be in accordance with DOT rules and regulations. For packages not covered by DOT charter rules and regulations AST reserves the right to alter the printed itinerary or schedule of any trip as may be necessary with or without notice and may cancel any trip package for any reason prior to the scheduled trip package beginning and our only liability shall be to refund all monies paid by you to us to date of such cancellation. You shall be refunded within thirty (30) days of such unlikely cancellation. South Padre trips operated by Inertia Tours, Cabo San Lucas trips operated by CaboSpringBreak.com, Acapulco, Jamaica and Bahamas vacations operated by STS Travel, Panama City vacations operated by Xtreme Trips. AST reserves the right to us other tour operators as necessary.

**Hotels:** Cancún: Omni, Avalon Bay, Avalon Grand, Gran Costa Real, Salvia, Holiday Inn Express, Club Verano Beat, Villas Marlin, Casa Maya, Dreams Resort, Fiesta Americana, Melia Cancún, Melia Turquesa, Marriott, Yamalkan, Hacienda del Caribe, Costa del Mar, Las Golondrinas, Gran Caribe Real, Cancún Plaza, Girasol, Oasis Palms, Krystal, Oasis Cancún, Hyatt Regency, Hyatt Caribe, Flamingo, Maria De Lourdes, Howard Johnson, Ocean Club, Blue Lagoon, Caribbean Princess, Dos Playas, Solymar, Cancun Plaza, Plaza Las Glorias, Oasis Viva, Aristos, Villas Tacul, Torre Dorado, Laguna Verde, Cancún Palace, Sina Suites, Laguna Real, Porto Real, Arricefes. Carisa y Palma, Girasol, Clipper Club, Torre Dorado, Parador, and Cancun Marina Club.

**Mazatlan:** Riviera, Hotel De Cima, Hotel Hacienda, Las Palmas, Coral Reef, Howard Johnson, Holiday Inn, Riviera, El Cid, Las Flores, El Quijote Inn, Costa De Oro, Oceano Palace, Playa Mazatlan, Balboa Towers and El Tropicano. **Acapulco:** Casa Inn, Playa Suites, El Cano, Radisson, Hyatt, La Palapa, ACA Sol, Casa Inn, Romano Palace, Calinda Beach, Copacabana, La Palapa, & El Cano. **South Padre Island:** Sunchase IV, Sunchase Beachfront, Royale Beach & Tennis Club, Bahia Mar, Palms, Inverness, Gulfview, Gulfpoint, Galleon Bay, Radisson, Sheraton, Saida Towers, Florence, Aquarius, Internacional, Fiesta Sol, Travelodge, Surftide I/II/III, Suntime I/II/III, Ramada Limited, Landfall Towers, Microtel, La Internacional, and other applicable properties. **Jamaica:** Montego Bay/ Hotel Montego, Buccaneer Beach, Doctor's Cove, Gloucestershire, El Greco, Ironshore Villas, and in Negril/ Hotel Sam Sara, Mariners Inn, Oceans Edge, Tigress II, Chuckles, Bar B Barn, Errol's Cottages, Travelers, Beach Resort, Foote Prints, Golden Sunset, Country Country, Negril Beach Club, Negril Inn, Nirvana Cottages, Palm Beach Hotel,

Point Village, Legends, Negril Gardens, and White Sands. Puerto Vallarta: Krystal, Plaza Pelicanos, Costa Club, Hacienda, Marriott, Melia, Fiesta Americana, Westin, Sheraton, Velas Vallarta and Holiday Inn. Cabo San Lucas: Tesoro Los Cabos, Comfort Inn and Los Patios. Playa del Carmen: Porto Real, Royal Porto Real, Real Playa del Carmen, Wyndham Viva Azteca and Wyndham Viva Maya.

Travel participants must sign this agreement and return to the AST office with initial deposit. UNDER NO CIRCUMSTANCES WILL YOU BE GIVEN FINAL TRAVEL DOCUMENTS, TICKETS, ALLOWED BOARDING, OR CHECKED-IN WITHOUT ALL PASSENGERS IN ROOM & BOOKING SIGNING AND AGREEING TO THESE TERMS AND CONDITIONS WITHOUT CONDITION & EXCEPTION.

#### 2007-2008 TERMS AND CONDITIONS FOR CHARTER AIR PASSENGERS – Spring Break, Winter Break and Senior Trips

Please read and sign this agreement when payment is tendered for your trip, as the Department of Transportation (DOT) requires us to secure a signed agreement prior to transporting any passengers. The U.S. Department of Transportation requires a number of rules and regulations be disclosed to all charter air passengers as outlined below. All Star Travel Crew, Inc. has selected various travel affiliate tour operator partners (herein known as TATOP) as the operator for any charter, and/or charter operations and is responsible to the tour participants for air transportation as set forth herein. Public Charters are operated by TATOP. TATOP and the airline reserve the right to substitute any duly licensed air carrier and/or change aircraft type, routing, and do not guarantee single plane or nonstop service. Public Charter and/or scheduled air services are provided by: Sun Country, American Trans Air, Allegro, Aviacsa, Miami Air, Tower Air, Northwest, America West, Southwest, Spirit, Reno Air, Aerocalifornia, AeroMexico, Mexicana, Champion Air, Ryan Air, UPS, Continental, American, US Air, Sunworld, Frontier, KLM, and Air Jamaica, depending on originating city and date. Transglobal (TG), Vacation Express (VE), Sun Trips (ST), Skyquest (SQ), Sun Coast (SN)/StudentCity SC), Apple Vacations (AP), Student Travel Service (STS), Student Breaks (SB), Mazatlan Express (ME), Funjet Vacations, Bianchi-Rossi Tours and/or MLT Vacations.

#### PAYMENT AND TERMS

Payment to the charter operator direct or through your campus representative or travel agent is applied to round trip air charter air transportation. Hotel accommodation, ground and other package components will be supplied by the agent noted on the reverse side of this form in accordance with those terms and conditions. All stated prices were correct as of 8/01/07. The price, however, is subject to change and should it be increased, you will be given notice as soon as possible so that you will be aware of any supplementary charge. Supplementary charges, including but not limited to fuel, security, or charter operator surcharges of 10% or less of the total price do not allow cancellation with refunds. Any such charge will occur at least 10 days before departure. TATOP reserves the right to reduce published prices at its sole discretion and at any time for new bookings only (i.e., on a non retroactive basis). Fuel prices are currently escalating, and it is important that our travelers understand that this could directly affect the final trip price.

NOT INCLUDED: All US/Mexico or other foreign and domestic departure taxes and fees. Any items of a personal nature and any items not specifically mentioned as being included. Optional Party Packages are not included, nor free of charge. Tipping for baggage handling is NOT included in your originating or return airport or at hotels. Please be courteous.

#### OPERATOR'S OPTION AND CO-TERMINAL CITIES

The following are considered co terminal cities: NY (Newark, JFK, LaGuardia, Philadelphia), (BWI, Ronald Reagan, Dulles), (O'Hare, Midway), (Richmond, Raleigh, Norfolk), (Minneapolis, Rochester), (Syracuse, Rochester, Buffalo, Albany), and (Tampa/Orlando/Jacksonville) Your airport and final trip dates will be assigned no later than 10 days prior to departure. Operator's Option: Departures for Spring Break 7 night packages can be Fri., Sat., or Sun. of your chosen weekend, or for high school summer grad trips, within (14) days of graduation date. The selection of the actual dates is at the charter operator's option and not a reason for cancellation. For Senior Trips, if HS graduation is before May 25, 2008 AST reserves the right to plan your departure date on or before June 8, 2008.

#### FLIGHT DELAYS

Flight delays are unfortunate, but are an inherent risk in air travel. Flight delays, missed nights accommodations and expenses, such as telephone calls, incurred due to flight delays, and missed connections to/from charter flights are beyond the control and responsibility of TATOP. In the event of a charter delay, in addition to DOT regulated compensation, TATOP subscribes to the following passenger compensation\* guidelines: Outbound/return total delay of less than 12 hours....No compensation, outbound/return total delay between 12 24 hours.... \$25-\$100 per person credit on future trip with AST based upon decision by AST management.

This charter compensation schedule is non-transferable, valid for one year, and does not apply to weather related, air traffic control, or security related delays or to passengers who do not travel. This is a variable policy in accordance with each airline and no other compensation will be paid or due in accordance with DOT rules and regulations.

#### FLIGHT SCHEDULES / CHANGES / CONNECTING FLIGHTS

Flight times are not guaranteed and may affect actual length of time in vacation destination on travel days (not a reason for a refund). This includes hotel changes due to overlapping room inventory. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with the operator's option plan. Therefore, it is the sole responsibility of the tour participant to reconfirm both outbound and return flights. Connecting Flights: Since charter air schedules are subject to change, we are not able to assist you or give any refund of any kind for charter flights missed or lengthy layovers as a result of connecting flights. Passengers are advised to allow ample time (minimum 6 hours, preferably overnight) between the connecting flight and the charter. We regret we cannot be held responsible for missed connections. AST cannot guarantee identical flight times for groups over (4) passengers on scheduled air service, although AST does guarantee same-day arrival and departure dates. Transfers on South Padre Island trips are available at a cost of \$49 per person, as an optional add-on to the package, and must be purchased with final payment. AST is not responsible for passenger-caused missed airport transfers at any destination, nor reimbursement for these.

#### AIR PASSENGER RESPONSIBILITY

It is required that you arrive at the airport at least 3 hours prior to scheduled departure. Flight times shown are not guaranteed and are subject to change without notice. It is, therefore, the responsibility of each participant to reconfirm all flight times quoted. When a customer's ticket, or a portion of the ticket, is lost, stolen or destroyed, the customer will be required to purchase another ticket at the appropriate fare before transportation will be furnished between the points covered by the lost ticket. There will be no refund or replacement for a lost ticket. Each international passenger must have proof of citizenship. A valid, non-expired US passport is required for ALL INTERNATIONAL TRAVEL. Passports can take up to 12 weeks when ordered so DO NOT WAIT to order a passport. AST is not responsible for travelers having incomplete documentation. Notarized affidavits are NO LONGER ACCEPTED. Children under 18 must have a valid passport AND a notarized letter of permission signed by BOTH parents or a "Sole Custody" or "Father Unknown" document. Non-U.S or Foreign residents of the U.S must contact the Consulate of desired destination of travel and comply fully with their requirements. Failure to possess required documents will result in denied boarding without refund.

#### TATOP'S RESPONSIBILITY

We arrange with airlines and other independent firms to provide you with air transportation services. Although we are the principal and take great care in choosing our suppliers, we do not control them and therefore cannot be responsible for their acts or omissions. The airline and the TATOP also reserve the right to change aircraft type and to substitute another authorized carrier. No refund will be given for such changes. If the TATOP or the airline cancels the trip for any other reason including failure to obtain landing rights from foreign government or the United States, you will receive a full refund. We may refuse to accept or retain any person, as a participant, at any time, whenever, in our sole judgment, conditions warrant, in which case a proportionate refund will be made. The TATOP will not accept responsibility for additional charges incurred for expenses or lost wages as a result of changes in flight times, and/or missed holiday time. All air transportation is subject to conditions imposed by airlines who may limit their liability by tariffs, contracts and international agreements. The air carrier allows each passenger to bring on the flight 44 pounds of baggage. For INTERNATIONAL flights, the air carrier's liability is limited to the actual value of the baggage but not more than approximately \$9.07 per pound in the case of checked baggage and approximately \$400.00 per passenger for unchecked baggage. For DOMESTIC flights, the liability is limited to \$1250.00 per passenger for both checked and unchecked baggage. Unless we are negligent, we are not responsible for any claims, losses, damage, loss or delay of baggage or other property or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration resulting from:(a) the act or omission of any party other than TATOP or its employees;(b) mechanical breakdowns, government actions, weather and other factors beyond our control; or(c) cancellation or change for any reason in the services offered (except as provided below). Subject to the rules on major changes as described below, TATOP reserves the right to cancel or alter services at its discretion. In the event of change, the TATOP will try to substitute comparable services; in the event of cancellation, TATOP's only liability will be to refund within 14 days, all monies paid. TATOP may not cancel a charter less than 10 days before scheduled departure

except when it is physically impossible to perform the trip. If this happens notice will be given as soon as possible but in any event before the scheduled departure. A major change is (1) a change in the scheduled departure or return date, (2) a change in the origin or destination city for any flight (other than a change in the order in which cities are visited), or (3) a price increase amounting to more than ten percent. If the TATOP learns of a major change 10 or more days before departure, we will notify you within seven days, but at least 10 days before departure and otherwise as soon as possible. Within seven days after receiving a pre-departure notice of a major change, but in any event no later than departure, you may cancel, and a full refund will be sent within 14 days thereafter. Upon receiving a post departure notification of major change, you may reject the change, and you will be sent, within 14 days after your scheduled return date, a refund of the portion of your payments allocated to the component not provided. All of your rights and remedies hereunder are additional to other rights you may have under law, but acceptance of any refund hereunder constitutes a waiver of all such other rights and remedies.

#### UNUSED VACATION PACKAGES OR SERVICES/LEAVING THE VACATION

Customer(s) will receive no refund for any unused accommodations, flights, or other vacation package features if they leave the vacation, regardless of reason. AST strongly recommends that customers purchase the Travel Protection Insurance Plan, which, in accordance with its terms, among other things provides compensation for trip interruption due to certain medical emergencies.

#### INSURANCE

Due to the stringent cancellation restrictions as well as risks generally associated with travel, (i.e. sickness, injury, travel delays, non-coverage health insurance internationally, etc.), we emphatically recommend the purchase of trip health, accident, and cancellation insurance. AST is not responsible for these occurrences. Your invoice will reflect the addition of \$59 for this optional coverage, which you may decline on this contract in the section above your signature. Contact AST to receive a brochure detailing this coverage or visit [www.ASTcrew.com](http://www.ASTcrew.com).

#### PRIVACY POLICY – AST’s COMMITMENT TO PRIVACY

Your privacy is important to us. To protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. We make this privacy policy available on our homepage and at every point where personally identifiable information is requested.

**INFORMATION AST COLLECTS:** This privacy policy is regarding all information collected via the [www.ASTCrew.com](http://www.ASTCrew.com) web site or any registration forms from AST. On some pages, you can order products, make requests, and register to receive materials. The types of personal information collected at these pages are: Name, Address, Email address, Phone number, Birth date, Country of citizenship, Credit/debit card information and other information in order to provide the service you request.

#### HOW AST USES THIS INFORMATION

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order. We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties. Information you submit on our website will not be used for this purpose unless you fill out the registration form or complete an order with us. AST may send current or past travelers’ additional trip information as well as updates on AST products or services. We use non-identifying and aggregate information to better design our website and to share with advertisers. For example, we may tell an advertiser that X number of individuals visited a certain area on our website, or that Y number of men and Z number of women filled out our registration form, but we would not disclose any personal information or private lists that could be used to identify those individuals. Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses. **AST’s COMMITMENT TO DATA SECURITY:** To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online and through registration forms. **HOW YOU CAN ACCESS YOUR PERSONAL INFORMATION:** You can access all your personally identifiable information that we collect online and from registration forms by sending an email request for such information to us at: [info@ASTcrew.com](mailto:info@ASTcrew.com). Information will only be sent to the email address we have on file for the person whose information is being requested. To protect

your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections. Should you have other questions or concerns about these privacy policies, please call us at (800) 575-2351 or send us an email at: [info@ASTcrew.com](mailto:info@ASTcrew.com)

#### APPLICABLE LAW

Participant, by execution of this contract, acknowledges that he/she has caused an event to occur in the State of Illinois and hereby irrevocably consents and confirms exclusive jurisdiction & venue to the courts of Cook County, in the State of Illinois in the event of any dispute pertaining to this contract or any matter arising there from or in connection therewith. By signing this agreement, participant hereby agrees and accepts the AST Terms and Conditions listed above, and agrees that should any part of this contract be found unenforceable, the balance of the contract shall remain intact.

#### RESPONSIBILITY

I hereby agree to accept and be legally bound by this customer agreement, the attached Exhibit A, and all of the terms and conditions herein with no exceptions. I understand that All Star Travel Crew, Inc. does not own or operate any entity which provides goods or services for my trip including, for example, air carriers, hotels, ground operators, boat or bus companies, restaurants, clubs, sightseeing establishments, etc...

#### IMPORTANT NOTICE:

All notifications, invoices, statements, correspondence, updates will be sent to you, your group leader/travel agent, and/or your sales representative via email (nothing will be mailed unless necessary).

AST is not responsible for printed errors or forged signatures. Customer acknowledges that any vacation package arranged by AST is not a school sponsored event. All customers and, if under 18 years-old, their parent or legal guardian are required to read, sign and return OR agree electronically by clicking "I agree" below, one copy of this customer agreement to our offices prior to travel.

Name of Passenger: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_

Zip \_\_\_\_\_ Home Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_

Group Name: \_\_\_\_\_ Destination \_\_\_\_\_ Week of Travel \_\_\_\_\_

By checking here, I choose to decline travel insurance as offered and understand my risk in doing so.

Travel Insurance: \_\_\_\_\_ decline Charge is \$59 per policy, and is HIGHLY RECOMMENDED

STEP2: Sign below and mail to: All Star Travel Crew, Inc., 1455 N. Maplewood, Suite 2E, Chicago, IL, 60622

(If online click "I Accept" below)

I understand that my credit card has been charged via the web by All Star Travel Crew for trip monies due, and agree to waive all rights to chargebacks as a means to remedy disputes, and agree to all pages outlined within these terms & conditions in full. I have read and agree to the foregoing terms and conditions of this Tour Operator Trip Participant Agreement & (if applicable) Air /Motor coach Transportation. I understand that this is a legally binding contract to which I am agreeing to in full:

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

I have read the above terms and conditions and agree to accept these terms and conditions and accept responsibility for my minor child.

Signature of Parent/Guardian (if traveler is under age 18) \_\_\_\_\_ Date \_\_\_\_\_

“Exhibit A”

**ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK  
AND RESPONSIBILITY AND RELEASE OF LIABILITY**

(Please read carefully)

**I. RESPONSIBILITY:** I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER AST NOR ITS OWNERS, EMPLOYEES, OFFICERS OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OR ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT AST NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD AST RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, AST IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILL FUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABLILITY OF MEDICAL CARE OF THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, THREAT OF TERRORISM, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS’ CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF AST, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT AS EXHIBIT A.

**II. ACKNOWLEDGMENT OF RISK:** I understand and acknowledge that my travel in connection with and participation in the travel or vacation package (“vacation package” or “trip”) arranged at my request by AST may involve risk and potential exposure to injury and death which can result from my irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this trip. I also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of AST or the negligence or participation of other participants, contractors and/or subcontractors to AST. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my trip.

**III. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this vacation package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of AST.

**IV. RELEASE OF LIABILITY:**In consideration of the services and arrangements provided by AST, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify AST, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled vacation package and any activities conducted in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I

MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF AST.

V. EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES: Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against AST, its owners, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.

VI. MEDICAL AUTHORIZATION: I hereby authorize any medical treatment reasonable necessary for any injury which I incur while participating in this trip.

VII. MEDICAL EXPENSES: I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such trip.

VIII. SEVERABILITY: I agree that if any term set forth in this Exhibit A is found to be unenforceable, all other terms set forth in this Exhibit A are severable from the terms that are invalidated.

IX. CONFLICT: In the event of any inconsistency or conflict between the terms of this Exhibit A, and any terms or conditions otherwise applicable to the trip, the terms of this Exhibit A shall prevail.

ACKNOWLEDGEMENT: BY CLICKING "I AGREE", INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS DOCUMENT AND I ACKNOWLEDGE THAT IT AFFECTS MY LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS. BY CLICKING "I AGREE" ALSO SIGNIFIES MY INTENTION TO RELIEVE AND INDEMNIFY AST, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHICH I MIGHT SUFFER DURING MY PARTICIPATION IN THE SCHEDULED VACATION PACKAGE.