

Tour Participant Agreement

The package participant (hereinafter referred to as a traveler, participant, or member) is agreeing that they have read, accept, and agree with the following terms and conditions and all information pertaining to this package at www.cancun2party.com. Cancun 2 Party, when it appears within this document, refers to the registered trademark of Cancun 2 Party. Please print a copy of these terms and conditions for your records, also **sign and email** the last page of this agreement.

PAYMENT DUE DATES AND INFO: In order to register for the Party Packages, Cancun 2 Party must receive a non-refundable deposit of 20% of the total cost at the time of booking (*if you choose to pay just the deposit please send us your info so we can invoice you for the deposit*). Cancun 2 Party accepts online payments or a money order of deposits. All final balances owed for your Party Package must be paid before your arrival (or in Cash at time of pick up) to Cancun Mexico. Cancun 2 Party reserves the right to obtain these fees and payments. You will not be able to get your Party Package unless your balance is \$0.

DELIVERY, CANCELLATION, UNUSED SERVICES, AND REFUND POLICY: No refunds will be issued for any reason for deposits made on a Party Package. Substitutions may be emailed to info@cancunpartypasses.com within 14 days of the groups' arrival date. Between February 15 – March 31, the group representative is responsible for finding a Cancun 2 Party staff member upon arrival to Cancun at one of our customer service and pick up locations (Oasis Cancun Lite, Krystal Cancun, Fat Tuesday) or another location agreed upon with the group leader. Group representatives must provide valid photo identification. Cancun 2 Party staff members will be wearing a Cancun 2 Party staff shirts. Cancun 2 Party is not responsible for lost, stolen, or unused Party Package tickets or wristbands.

MERCHANT PRIVACY POLICY: All personal information provided to CANCUN 2 PARTY will remain private and confidential. CANCUN 2 PARTY uses your contact information to notify you about important package updates regarding your trip.

DIGITAL PICTURES AND FILM: CANCUN 2 PARTY retains the right to photograph and film trip participants, which we may use for future promotional use. If you have questions please email CANCUN 2 PARTY at info@cancunpartypasses.com.

PROPERTY DAMAGE DISCLAIMER: Any damage caused by a CANCUN 2 PARTY Package member to any entity of our trips, including but not limited to: vendor properties, or any properties associated with the Party Package will be the sole financial and legal responsibility of that traveler. This includes but is not limited to any fines, fees, legal actions or penalties, or any costs associated with the damages done by a CANCUN 2 PARTY Package traveler. Any member who decides to participate in the damage of property will be removed immediately from the event or venue.

RULES, REGULATIONS, AND RESPONSIBILITY OF THE TRAVELER: CANCUN 2 PARTY and it's suppliers reserve the right to enforce reasonable rules and standards of conduct to facilitate the trip for all trip members' safety and enjoyment. By agreeing to these terms and conditions, you understand and acknowledge that failure to comply with such standards may result in the trip member being removed from any CANCUN 2 PARTY event at the trip participant's expense, without subsequent refund. Each member is responsible for his/her own actions throughout the entire trip. Each member can choose to participate or not participate in any activities during the trip. The participant is solely responsible for any and all consequences due to illegal actions taken during this trip.

The participant understands Mexican laws must be obeyed while vacationing in Mexico, and that the drinking age in Cancun is 18 years of age. By agreeing to these terms, the participant agrees to be of legal drinking age. The participant and/or their guardian understands this package includes activities providing the availability of alcohol, and agrees to proceed with reasonable caution and responsibility of their own actions.

CANCUN 2 PARTY is acting as an intermediary between you and suppliers which includes all event accommodations. CANCUN 2 PARTY is therefore not responsible for any breach of contracts with suppliers or any acts of negligence by suppliers which would result in any inconvenience, loss, damage, injury, or delay to you. CANCUN 2 PARTY will not assume liability for any acts of negligence on behalf of their employees, affiliates, directors, management, student reps, staff members, suppliers, ground operators, and assigns, arising from or out of any CANCUN 2 PARTY function, or event. In addition, CANCUN 2 PARTY does not own or operate any person or entity that provides goods or services for your package and, therefore, cannot be held liable for any acts of negligence by these service providers and suppliers. CANCUN 2 PARTY is not responsible or liable for any loss, injury, theft, pilferage, or damage to your property. CANCUN 2 PARTY travelers must seek any refunds or compensation directly from the suppliers of the services and not from CANCUN 2 PARTY. CANCUN 2 PARTY does not provide, promote, endorse or

condone the use of alcohol or drugs and CANCUN 2 PARTY is not responsible or liable in any way for the use or abuse of alcohol or drugs by anyone at an event.

ACKNOWLEDGMENT OF RISK: The participant in any of the activities provided by CANCUN 2 PARTY understands and specifically acknowledges and recognizes the potential for injury, loss of personal items, and/or death which can result from the participants', or other co-trip participants', use of alcohol and/or their possession and/or use of illegal drugs/narcotics during this trip. The participant also realizes that CANCUN 2 PARTY does not condone nor promote the irresponsible use of alcohol or illegal drugs. The participant acknowledges that risk and dangers may be caused by the negligence or participation of other participants, contractors and/or subcontractors of CANCUN 2 PARTY. The participant also recognizes and acknowledges that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. The participant fully understands and acknowledges that the aforementioned risks, dangers and hazards may increase during their engagement in any recreational activities which may take place during their trip.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risk of the travels and related activities in which the participant is intending to engage, he/she confirms that they are physically and mentally capable of participating in the activity and that he/she will be mature and responsible in his/her behavior and particularly in connection with any alcohol use in which he/she may participate. The participant is willingly and knowingly electing to engage in this Party Package in spite of the potential risk of danger and willingly and voluntarily assumes full responsibility for any injury, loss or damage suffered by or caused by the participant, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of CANCUN 2 PARTY.

TOURS, CRUISES, EXCURSIONS: All Terms & Conditions outlined in this agreement apply to any additional activity purchased through CANCUN 2 PARTY.

PLEASE NOTE: This Tour Participant Agreement may be changed, modified, supplemented or updated by CANCUN 2 PARTY from time to time without advance notice and participants will be bound by any such changed, modified, supplemented or updated Terms. Unless otherwise indicated, any new content or services added to this website will also be subject to this Tour Participant Agreement effective upon the date of change. The participant is encouraged to review the website and this Agreement periodically for updates and changes.

INTERPRETATION OF THESE TERMS AND CONDITIONS: This Tour Participant Agreement and Terms and Conditions, available at www.cancun2party.com, shall be construed as broadly and inclusively as permitted by law. Should any portion be ruled invalid/unenforceable, the ruling shall not otherwise affect or limit the enforceability of the remainder. Paragraph headings shall be for reference purposes only and shall not be construed to be part of the terms themselves, nor will they limit or define the meaning of any text stated thereafter. CANCUN 2 PARTY'S voluntary waiver of any of the provisions herein shall not constitute a waiver of any other provision.

RELEASE OF LIABILITY: According to this Agreement, the trip member understands and agrees that CANCUN 2 PARTY, their employees, affiliates, directors, management, staff members, and assigns will not assume responsibility for any claims, losses, damages, costs or expenses arising out of injury, accident or death, inconvenience, loss of enjoyment, disappointments, distress or frustration, whether physical or mental, resulting from weather, acts of nature, acts of terrorism, acts of God, delays, or other factors beyond the control of CANCUN 2 PARTY. As lawful consideration for this agreement you agree and covenant that neither you, your family, legal guardian, legal representatives, assigns, heirs, personal representatives, agents, and/or next of kin will not make any claim against CANCUN 2 PARTY, its owners, its employees, staff, employees acting as staff or sue for bodily injury, emotional trauma, death, or property damage caused in any way as a result of your participation in the trip. You further hereby waive, release and/or discharge all rights you may have in this regard.

I accept these terms and conditions in their entirety, and If applicable, do hereby release CANCUN 2 PARTY from any and all liability or additional costs arising out of, or in connection with, participant's removal from the trip.

Name _____ **Date of Birth** _____.

Signature _____ **Date** _____.

The above signed participant must be 18 years of age at time of this signature.