

TripZip LLC

Terms and Conditions

I, _____ (“Passenger”), acknowledge that I, on behalf of myself and all other persons travelling on the booking, have thoroughly reviewed and agree to the following Terms and Conditions of TripZip, LLC and TripZip.com (“TripZip”). As used herein, the term “Passenger” means and refers to Passenger and all other persons travelling or identified on the same booking.

AGENT/INTERMEDIARY: Passenger acknowledges and agrees that TripZip is not the source or supplier of the travel services Passenger has requested, and that TripZip acts solely as an agent or intermediary for the actual suppliers of such services. TripZip does not own or operate any hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for Passenger’s trip. Passenger acknowledges that the suppliers whose names appear in the booking information supplied to Passenger are those actually responsible for providing said travel services which Passenger has purchased. Passenger consents to and requests the use of those suppliers.

Passenger agrees to hold TripZip harmless should any of these Suppliers, inclusive of their employees, agents, servants, or representatives: 1) fail to provide the travel services purchased; 2) fail to comply with any applicable law; or 3) engage in any criminal, willful or negligent act, or omission, that causes Passenger any sort of loss, injury, damage, delay or inconvenience. TripZip shall not be responsible for, and Passenger further agrees to hold it harmless for, any injury, damage or loss suffered on account of any conditions, actions or omissions that are beyond its reasonable control.

_____ Passenger’s Initials

While TripZip prides itself on selecting top quality suppliers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the supplier’s accommodations, transportation, activities, or any food, drink, medicine, or provisions supplied. Passenger acknowledges and agrees that TripZip shall not be required to refund, either fully or partially, any amounts paid due to unsatisfactory services from any supplier.

ASSUMPTION OF RISK: Passenger understands and acknowledges that travel to many parts of the world may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism, warfare, inclement weather, personal injury, death, and property damage. Because each traveler’s risk tolerance is different, TripZip is not in a position to advise or recommend whether travel to any particular place at any particular time should take place. It is recommended that the traveler should refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State (travel.state.gov).

Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Passenger acknowledges and agrees that TripZip is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control. TripZip is not responsible for any loss due to Passenger's gambling and is not responsible for any purchases made while on the trip. Passenger has not relied on any oral, written or visual representations or statements by TripZip or any other inducement or coercion to go on travel services by TripZip.

Passenger voluntarily agrees to assume all risk associated with this travel, transportation and the handling of its personal property, and to hold TripZip harmless for the same, including, but not limited to, any and all losses, damages, death, injuries, illnesses, delays, cancellations, deviations of the destination, expenses, obligations, and liabilities of any kind, incurred in connection with, arising from, relating to or during this travel including, but not limited to, those occurring in or on the destination, stop-overs, lodging (e.g. hotels, resorts), transportation (e.g. aircraft, airports, buses, bus stations, trains, train stations, watercraft, motor vehicles, roads, or any other mode of transportation encountered during the trip), activities and excursions, gambling, purchases, personal property (e.g. baggage, clothing, jewelry, personal items), and equipment or any other cause during the travel.

_____ Passenger's Initials

TripZip recommends that Passenger be in good physical and mental health and have medical approval prior to travel. Any physical disabilities must be reported to TripZip at the time of reservation upon initial booking so TripZip can contact the Suppliers to investigate amenities and/or special accommodations offered. Passenger is required to provide its own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that Passenger be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject passengers whose mental or physical condition may interfere with the itinerary.

Passenger voluntarily agrees to assume all risk for, and to hold TripZip harmless from, any and all claims, demands, grievances, losses, damages, expenses, obligations, and liabilities of any kind, incurred in connection with, arising from, or relating to a supplier's refusal to render services to Passenger on account of Passenger's mental or physical condition.

_____ Passenger's Initials

BOOKING ACCURACY/LEGAL NAMES: Passenger shall immediately review all aspects of their booking information upon receipt thereof to verify accuracy of, but not limited to, the following: the legal first and last name(s), mailing address(es), email address(es), telephone number(s), and date(s) of birth of all persons travelling on the booking; pricing; airfare; travel dates/times; arrival/departure airports; accommodations;

and organized activities on the booking receipt. Passenger expressly acknowledges that it may be refused travel if a passenger's name(s) on the booking and travel documents do not EXACTLY match their identification documents – e.g. passport, driver's license, ID card, etc. Passenger shall notify TripZip immediately if any omissions and/or corrections are needed in connection with the booking details.

Passenger voluntarily agrees to assume all risk for, and to hold TripZip harmless from, any and all claims, demands, grievances, losses, damages, expenses, obligations, and liabilities of any kind, incurred in connection with, arising from, or relating to Passenger's failure to timely identify and/or report any such errors and/or omissions to TripZip.

_____ Passenger's Initials

TRAVEL DOCUMENTS: It is important to note that the Transportation Security Administration (TSA) requires that a government issued identification card be carried in order to board a flight. Upon booking, Passenger has been advised that the name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on the airline ticket and in the booking records. Failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint potentially causing to miss a flight.

When traveling internationally, a valid passport is required with a minimum validity of six months from the scheduled return date and depending on the destination and nationality, a visa may be required. It is the responsibility of the traveler to inquire with the appropriate sources, if any visa is required, and to make the appropriate arrangements to obtain such visa.

Passenger assumes full and sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. TripZip recommends that Passenger consult with the appropriate domestic and foreign governmental agencies for the current document requirements. **Please note, effective January 23, 2007 a valid passport will be the only acceptable document for travel to Mexico.**

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 <http://travel.state.gov>. 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, Passenger may contact the Centers for Disease Control at 404.332.4559 or visit the CDC's Web site at www.cdc.gov

Other Suggested reference materials for passport, visa, health requirements as well as travel advisories*:

Western Hemisphere Travel Initiative:

http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_2223.html

US State Department Travel Warnings:

http://www.travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html

US State Department Travel Alerts:

http://www.travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html

US Center for Disease Control for required vaccinations:

<http://www.cdc.gov/travel>

Visa information for US citizens:

http://www.travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html

(examples of countries requiring Visas: Australia, Brazil, China, Egypt, India, Russia, & Turkey)

For Canadian citizens: <http://www.ppt.gc.ca>

*Note that this is not a comprehensive list of reference sites and is provided solely for Passenger's convenience. These sites are owned and operated by third parties who may alter the URL at any time without notice.

Passenger assumes full and sole responsibility for, and hereby completely and forever releases TripZip from all claims or responsibility for any and all risk, delays, damages, price adjustments, expenses, losses, and costs incurred in connection with Passenger's failure to comply with applicable documentation requirements, including but not limited the requirement that all persons travelling on the booking procure, and have on their person the proper travel documents at all times.

_____ Passenger's Initials

PRICING: It is understood that the airline tickets, air tours or other products purchased are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by a supplier or government. It is acknowledged that the traveler may be charged additional sums by TripZip to offset increased fees, fuel surcharges, taxes, fluctuations in foreign exchange markets or any combination thereof.

Prices and availability quoted by TripZip are not guaranteed until travel services are fully paid. Pricing and availability may change without notice. Passenger understands that discounted fares typically involve restrictions and that changing any aspect of the travel arrangements may result in the payment of additional money. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing or clerical error. TripZip reserves the right to charge Passenger for any increase in taxes, fees or surcharges (e.g. fuel). Passenger acknowledges this right and agrees to pay any such additional taxes, fees, and surcharge.

Passenger agrees to hold TripZip harmless for any and all actions, claims, delays, damages, price adjustments, expenses, losses, and costs incurred in connection with errors or omissions in any quotes or advertisements, including on its website or as acquired from third party suppliers, resulting in inventory, content, or pricing discrepancies.

_____ Passenger's Initials

Passenger is advised to use a credit card as this may offer it the opportunity to dispute the charge should a service provider, vendor, or supplier default or cease operating.

AIRFARE:

a. General Conditions Governing Air Transport

Passenger acknowledges that TripZip acts solely as an intermediary between Passenger and the airline, TripZip is not the source or supplier of the travel services, and by purchasing air travel Passenger has entered into, and is bound by, a separate contract of carriage directly with the applicable airline(s). TripZip's responsibilities with respect to air travel are limited by the applicable airline's conditions of carriage. Accordingly, Passenger shall be responsible for obtaining, understanding and adhering to all applicable Contracts of Carriage.

Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. Passenger shall be responsible for any such fees. Once Passenger books a reservation, Passenger's credit or debit card will be charged for the amount shown regardless of whether or not the reservation is used. Credit will not be given for any unused airline tickets and cannot be used toward any future bookings.

All tickets will be issued for economy class unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the airline policies and may not be able to be made until you are at the airport on the day of departure, if at all. Airline tickets booked through TripZip may not be eligible to earn frequent flyer miles. Passenger agrees to confirm all bookings with the airline prior to the stated date of departure. TripZip recommends confirming at least 72 hours prior to departure.

The airline fulfilling the contract for carriage is subject to change from the airline identified in the booking information without notice. TripZip is not able to specify or guarantee the type of aircraft to be used by any airline or on any particular flight. If an airline overbooks, cancels or delays a flight, Passenger must work directly with the airline to ensure that Passenger timely arrives at its destination.

TripZip will not provide any refund for missed flights, trips, or activities resulting in whole or in part from the acts or omission of Passenger or any carrier, provider, supplier, or other passenger.

Passenger agrees to hold TripZip harmless from any and all actions, claims, damages, risk, delays, price adjustments, fees, expenses, losses, costs, or missed travel incurred in connection with the airline's enforcement or Passenger's breach of the applicable Contract of Carriage, or any carrier overbookings, cancellations or delays.

_____ Passenger's Initials

Direct flights may be "non-stop" or may involve one or more stop-overs. In the case of stop-overs, this means the same flight by the airline because the flight number remains the same. The same applies to connecting flights that may be subject to crew changes. When Passenger reserves a scheduled or charter flight involving a stop-over and a subsequent leg of the flight departs from an airport other than the airport of arrival, Passenger shall be solely responsible for securing ground transportation and all expenses incurred in connection therewith to the airport of departure, and in such a manner so as to ensure that Passenger has sufficient time to arrive at the airport of departure within the time proscribed by the applicable carrier's requirements, recommendations, and policies. Passenger is solely responsible for obtaining, understanding and adhering to the applicable carrier's requirements, recommendations and policies, including but not limited to those concerning advance arrival time at the airport of departure.

Passenger agrees to hold TripZip harmless for any and all injuries, risk, delays, damages, price adjustments, expenses, losses, and costs incurred in connection with such ground transportation including, but not limited to, Passenger's inability or failure to timely arrive at the airport of departure or board the flight.

_____ Passenger's Initials

b. Prohibited Practices

Passenger agrees that it will not deviate from the booking by making any unscheduled stopovers. Tickets may not be purchased and used as fare(s) from an initial departure point on the ticket to any destination other than the actual destination identified in the booking such as one which is before the actual point of origin of travel, or to a more distant point(s) than the actual destination being traveled even when the purchase and use of such tickets would produce a lower fare. This practice is known as "Hidden City Ticketing" or "Point Beyond Ticketing" and is prohibited. The purchase and use of round-trip tickets for the purpose of one-way travel only, known as "Throwaway Ticketing" is prohibited. The use two or more different tickets issued at round trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited.

Where a ticket is purchased and used in violation of these rules, TripZip and the applicable air carrier have the right in their sole discretion to take all actions permitted by law, including but not limited to, the following:

- 1) Invalidate the ticket(s);
- 2) Cancel any remaining portion of the itinerary;
- 3) Confiscate any unused Flight Coupons;
- 4) Refuse to board Passenger and/or to transport Passenger's baggage;
- 5) Assess Passenger for the actual value of the ticket which shall be the difference between the lowest fare applicable to the actual itinerary and the fare actually paid;
- 6) Delete miles in Passenger's frequent flyer account and/or terminate Passenger's participation in the frequent flyer program; and/or
- 7) Take legal action against Passenger.

c. Loss of air tickets

Passenger agrees to safeguard its tickets and bear any and all costs related to loss or theft thereof. If Passenger loses its air ticket or the ticket is stolen, TripZip advises that Passenger immediately report it to the police and to the airline.

d. Luggage

Each airline has its own policy regarding luggage. TripZip recommends that Passenger check with the applicable airline ahead of time for any weight restrictions and additional charges relating to checked baggage. Passenger shall be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If Passenger exceeds the weight limit set by the applicable airline, and excess weight is permitted, Passenger must pay a supplement directly to the airline at the airport.

The airline is liable to Passenger for the baggage entrusted to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, Passenger should contact the applicable airline and declare the damage, absence or loss of personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. TripZip strongly recommends that Passenger obtain an insurance policy covering the value of your items.

e. Limitation of Liability for Air Transport

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, PASSENGER AGREES TO HOLD TRIPZIP HARMLESS FROM ANY DAMAGES ARISING FROM OR RELATED TO ANY AIRLINE TIMETABLE CHANGES, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING OR FAILURE TO CHECK-IN PROPERLY.

_____ Passenger's Initials

ACCOMMODATIONS AND ACTIVITIES: “Accommodations” are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, quarters in cruise ships, motels, time shares, camp grounds, and resorts.

a. Accommodation classifications

The number of stars attributed to the hotels and other providers of accommodations quoted by TripZip correspond to a classification established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the “star” designations may vary from country to country. The comments TripZip makes in its descriptions are based solely on the information made available to it, whether from personal experience, customers reviews, publicly available information, or otherwise. TripZip makes no guarantee about the suitability or availability of accommodations, and if the particular accommodations sought are unavailable, TripZip will do its best to reserve comparable accommodations, if possible. Passenger shall bear any additional costs, *i.e.* upgrades, etc. TripZip reserves the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same or similar category offering equivalent or similar services. This would only be in exceptional circumstances and in such cases TripZip will inform Passenger as soon as it becomes aware of this necessity.

b. Taking possession of and vacating the room

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is Passenger’s responsibility to check with the hotel ahead of time to verify the relevant policies and times. TripZip is not responsible for any charges and damages resulting from Passenger’s failure to timely take possession of, or vacate, the room.

c. Types of rooms

Room classifications and amenities may vary by hotel and/or country, so it is Passenger’s responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of the stay. TripZip makes no guarantee that its

descriptions and photographs are an exact representation of the particular rooms offered.

d. Meals

These depend on the meal plan chosen / applicable.

- All-inclusive. This includes accommodation, breakfast, lunch, dinner and normal drinks (mineral water, fruit juice, sodas, wines, local alcohol). Some alcoholic drinks may not be included and will be billed separately.
- Full board. This includes accommodation, breakfast, lunch and dinner, but no drinks.
- Half board. This includes accommodation, breakfast and either dinner or lunch, but no drinks.

In the case of full board or half board, drinks are not included, unless specifically mentioned in the description. In some countries drinking water is not always available, and any bottles of drinking water bought are therefore at the Passenger's expense. It is Passenger's sole responsibility to comply with the all relevant rules, particularly with regard to the opening hours of the restaurant(s) or bar(s), and the places designated for the consumption of meals and drinks.

e. Activities offered during the stay

An activity may not be appropriate for all ages or for individuals with certain medical conditions. Passenger voluntarily assumes the full risk of such activities and agrees to hold TripZip harmless for any and all claims, actions, injuries, damages, expenses, losses, and costs incurred in connection therewith.

It may happen that certain activities referred to in the trip description are no longer provided by the local provider for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports, children's clubs). In the early or late season some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season it is possible that the number of parasols, loungers, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and clubs, etc., may be irregular and dependent on the management of the establishment in question.

Passenger agrees to hold TripZip harmless for any and all claims, actions, injuries, damages, expenses, losses, unavailability, or costs incurred in connection with the provision or availability of activities.

_____ Passenger's Initials

TripZip will not provide any refund for missed activities resulting in whole or in part from force majeure or the acts or omission of Passenger or of any carrier, provider, supplier, or other passenger.

CANCELLATION POLICIES: All cancellations or no-shows are subject to penalties imposed by the supplier. If Passenger requires a copy of these terms, please contact the supplier or your agent at TripZip. Additionally, all booking cancellations, transfers to another Agency, or no-shows are considered cancellations and subject to a non-refundable **\$50** per person fee imposed by TripZip. **The cancellation fees imposed by TripZip are waived if the written request is received within a three (3) business days from the date of the booking indicated on the booking confirmation.**

All cancellations **MUST** be in writing and sent to TripZip at 10458 Andora Ave., Chatsworth, CA 91311 or by email to tripziptravel@gmail.com. Cancellations sent to any other address will not be processed. Upon making the booking, Passenger hereby accepts and acknowledges full responsibility for all cancellation fees imposed by TripZip and the supplier. Cancellations are posted on the same day as receipt of the cancellation documents so long as they are received before 5:00 p.m. Pacific Time on a business day. All other cancellations will be posted on the next business day. Example: If an email is received at 6pm on Saturday – when we are closed – it will NOT be processed until the following Monday morning. The cancellation will be confirmed via email when processed by TripZip.

TRAVEL PROTECTION: **Travel insurance protection is strongly recommended.** Travel insurance is strongly recommended in order to cover certain risks inherent in travel such as supplier bankruptcy and the inability to travel due to a medical or personal emergency.

As your travel agent, TripZip has a professional responsibility to recommend the purchase of travel protection to protect both Passenger and the vacation. While TripZip does offer coverage through certain carriers, it cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with Passenger and TripZip advises Passenger research and find coverage that best fits its individual needs. TripZip is limited to advising Passenger of the need for such coverage.

By declining travel protection, Passenger acknowledges and accepts liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. Passenger also acknowledges and accepts responsibility for arranging and paying for any treatment in the event of a medical emergency while traveling. Please note that if Passenger declines this type of coverage, Passenger has waived its right to this

important coverage and the confirmation will note “declined” next to the travel protection section of your confirmation. If Passenger believes it has purchased travel protection, please carefully review the confirmation for accuracy and call TripZip immediately if the confirmation indicates otherwise. Failure to contact TripZip in the event of an error will be considered waiver of travel protection.

All requests for service under the policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions, which Passenger is responsible for reviewing upon receipt of the travel protection policy. TripZip is not able to give advice with regard to possible cancellations and any associated claims processing. All queries regarding cancellation, penalties, coverage should be directed to Passenger’s particular travel insurance provider. Please note that the travel insurance provider may not be allowed to discuss the claim with TripZip due to privacy laws (e.g. HIPAA). Accordingly, Passenger acknowledges that TripZip cannot be involved in any aspect of the claim/request for service. Passenger acknowledges and agrees that TripZip has no control over the travel insurance provider or its coverage decisions, and as a result TripZip is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

FORCE MAJEURE: Without limitation, Passenger voluntarily assumes the risk of, and agrees to hold harmless TripZip and each of its past, present and future heirs, estates, licensees, sublicensees, associates, owners, members, stockholders, predecessors, attorneys, insurers, successors, agents, directors, officers, partners, employees, representatives, and assigns, and all persons or entities and all persons acting by, through, under, or in concert with them, from any and all actions, rights of action, causes, claims, grievances, demands, losses, damages, injuries, obligations, and liabilities of any kind, incurred in connection with, arising from or relating to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/ train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

_____ Passenger’s Initials

LIMITATIONS OF LIABILITY: Under no circumstances will TripZip be liable to Passenger for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement or from the provision of any services purchased from TripZip. Furthermore, the TOTAL liability of TripZip arising with respect to this Agreement shall in no event exceed the total amounts paid by Passenger to TripZip under this booking. Passenger acknowledges that all travel involves an element

of risk and Passenger hereby assumes all such risk to itself, and each of its past, present and future heirs, estates, licensees, sublicensees, associates, owners, members, stockholders, predecessors, attorneys, insurers, successors, agents, directors, officers, partners, employees, representatives, assigns, and all persons or entities acting by, through, under, or in concert with them, and hereby releases TripZip and each of his past, present and future heirs, estates, licensees, sublicensees, associates, owners, stockholders, predecessors, attorneys, insurers, successors, agents, directors, officers, partners, members, employees, representatives, and assigns, and all persons or entities and all persons acting by, through, under, or in concert with it, from any and all actions, rights of action, causes, claims (past, present and future), grievances, demands, losses, injuries, death, damages, obligations, and liabilities of any kind, whether actual or potential, known or unknown, based in law or equity that exist against them as of the date of this Agreement, or which may exist in the future against them relating to the services provided under this Agreement or Passenger's participation therein.

_____ Passenger's Initials

MODIFICATION OF TERMS AND CONDITIONS: These Terms and Conditions may be amended or modified by TripZip at any time without notice. It is therefore essential that Passenger consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by Passenger.

Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with TripZip. Without this acceptance any order is subject to cancellation at any time.

The failure of TripZip to act with respect to a breach of these Terms and Conditions by Passenger, or others, does not waive its right to act with respect to subsequent or similar breaches. TripZip does not guarantee it will take action against all breaches of this these Terms and Conditions.

SEVERABILITY: If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

HEADINGS: Headings are for reference purposes only and do not limit the scope or extent of such section.

MANDATORY ARBITRATION / FORUM / CHOICE OF LAW: The Parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the State of California. The Parties agree that the arbitration shall take place in Los Angeles

County, California and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in their sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against TripZip. The Parties hereby expressly waive their right to trial by jury or otherwise. If Passenger fails to submit its claim to arbitration and instead files suit, TripZip shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. Passenger and TripZip agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.

WARRANTY OF EXECUTION: The Parties represent and warrant that the person executing this Agreement on its behalf is a representative duly authorized to bind it and empowered to enter into this Agreement on its behalf and on behalf of all other persons travelling under the same booking.

Please thoroughly review these terms and conditions of TripZip LLC. The addressee of this notice will be the only recipient of this booking receipt and terms and conditions. It is the sole responsibility of the addressee to inform all other parties traveling of the contents of these terms and conditions. The booking passenger, by accepting this receipt and making payment to TripZip, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services.

Please check and initial your acceptance or refusal of travel insurance below.

I wish [] do not wish [] to purchase travel insurance. ____ (Passenger's initials)

TRIPZIP LLC

FULL LEGAL COMPANY NAME

By: _____
President

By: _____

Title: _____

Date: _____

Date: _____

Authorized Signer: _____
Print Full Name

Authorized Signer: _____

Signature