

XTREME GAP YEAR TERMS & CONDITIONS

The following terms and conditions apply to all bookings through Xtremegapyear.co.uk, xtreme-gap.nl and xtremegapyear.com.au. They will also be applicable to anyone accepted on our programmes who have booked through affiliate partners. The following Terms & Conditions apply to all bookings.

Please take the time to read these carefully, as they are written to protect your interests. You are bound by these Terms and Conditions, herein set out, upon issue of payment confirmation of deposit, whether by electronic mail or post. (You should accept these terms only if you have carefully read and understood the contents).

Your contractual agreement with us

a) Your contract is with Xtreme Gap; a Company registered the Netherlands, hereinafter called "Xtreme" or "we".

When you make a booking you confirm that you have the authority to accept and do accept the terms and conditions set out below. If at the time of booking you are aged 18 years or under these terms & conditions of booking must be accepted by your legal guardian. Please read these conditions carefully as you will be bound by them. There may be additional conditions that apply to a specific programme, in which case these additional conditions will be displayed on the programme pages of the website,

b) If you book a programme through us, once your place has been confirmed we will accept responsibility for it in accordance with these Booking Conditions as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. A package holiday is a combination of at least two elements out of (a) transport, (b) accommodation or (c) other tourist services (not ancillary to any transport or accommodation and forming a significant part of the arrangements) where booked through us at the same time, for which payment is made to us and which last at least 24 hours, or include overnight accommodation. Where transfers, insurance, or other separate services have been purchased these will be subject to terms and conditions of the original supplier, you should therefore consider that any ancillary services are sold on a non-changeable, non-refundable basis.

CONFIRMING INVOICE

a) On receipt of your booking form and all appropriate payments, we will, subject to availability, confirm your arrangements by issuing a booking confirmation, and/or invoice. Please check the details of your confirmed booking carefully. Please contact us immediately if any information, which appears on the confirmation, or any other document appears to be incorrect, or incomplete, as it may not be possible to make changes later. Where we act only as an agent we will have no responsibility for any errors in any documentation except where those errors were made by ourselves.

Payment and Prices

a) The official deposit amount for our programmes is £250 (UK) €250 (Netherlands or EU) or \$400 (Australia). Please see your booking form, or programme information, for details. Upon receipt of your booking form we begin the necessary work to process your booking and therefore your booking deposit is non-refundable. (For special offers, which may include a delayed deposit payment, we will start processing your application from the time of booking despite the delay in deposit payment. Cancellation charges still apply during the period between booking and deposit payment in such cases).

Upon payment of your deposit to Xtreme you will be sent a confirmation of receipt, the terms and conditions of your booking and details of the due dates of further payments. The balance of your booking must be paid no later than 12 weeks prior to your departure date, or on booking if you apply within 12 weeks of your departure date. You must make payments by their due date.

If we do not receive all payments due in full and on time we reserve the right to treat your booking as cancelled by you and retain all deposits paid, or due at that time.

Round the world bookings

Please note round the world bookings or bookings that consist of more than three different trips have different payment terms as follows:

- £100 booking deposit per trip component at time of booking
- 50% of the total balance payable 20 weeks prior to departure
- final balance payable in full 12 weeks prior to departure

b) Dependent on which programme/s you have selected, you may be sent further forms to complete and return to us. Xtreme reserves the right to postpone your programme if you have not returned all the necessary completed forms to process your application within the required timeframes. Xtreme also retains the right to refuse any application deemed unacceptable for any reason.

c) The prices of Xtreme Gap programmes are based on exchange rates from August 2012. Whilst we reserve the right to change our prices at any time before you book, the price on your booking invoice will not be increased or decreased except in the following circumstances. A surcharge will be payable, where transportation costs and/or any taxes, or fees payable for services such as embarkation/disembarkation fees at ports that may increase. Even in such cases, we will absorb increased costs up to a total amount equivalent to 2 percent of the cost of your confirmed programme (excluding insurance premiums, any amendment charges and flights not included in the programme). If the increased costs exceed this 2 percent we may levy a surcharge. In the unlikely event that any surcharge is greater than 10 percent of the cost of your programme (excluding insurance premiums, any amendment charges and flights not included in the programme), you will be entitled to cancel your booking and receive a full refund of all monies paid to us (except for any amendment charges and flights where applicable), or you can book an alternative trip if available, with the appropriate price adjustment. In no circumstances will a surcharge be notified to you within 30 days of departure. (The requirement of the company to absorb the 2 percent amount referred to in the clause is subject to any change in the law following the date of writing of these terms and conditions and to the extent that any change in law removes such requirements we may pass on the full amount of any surcharge to you).

d) For ancillary arrangements which do not form part of our packages, we reserve the right to pass on any cost increases to you in full.

e) Special Terms for all Overland Truck Tours In Africa.

All overland truck tours require an immediate deposit payment of 35% with the balance due no later than 12 weeks prior to departure. Please note 6 weeks prior to the departure the tour might be cancelled or changed if minimum numbers (4) are not reached. In this case a refund will be offered or you will be offered an alternative tour. Please ensure you **do not book flight** prior to 6 week before departure or have flights that are flexible on date changes. Xtreme will not be responsible for an costs incurred for flights due to a change of date or cancellation.

f) Special Terms for all USA road trips

All USA road trips require a 25% deposit at time of booking with the balance payable no later than 12 weeks prior to departure.

Financial Protection

a) Xtreme gap year adheres to the package travel regulations by guaranteeing that your funds are secure through use of a separate client trust account. Should Xtreme, or any subsidiary companies owned by Xtreme cease trading your funds will be returned to you, or our partners will be paid to enable you to complete the trip. Please note we are not ATOL protected because we do not offer flights. Because Xtreme gap year is a Netherlands-based company we are also not ABTA bonded as this is for UK organisations. For clarification on how we protect your funds [please see here](#) or please ask us.

Insurance

a) It is a condition of booking that every passenger must have travel insurance in force for the entire duration of the programme. If you are on programmes where travel insurance is not included and if you do not take out insurance through us, you must ensure that the cover provided by your insurance is adequate and appropriate for your placements and personal needs and that it also covers the cost of repatriation, including air evacuation costs, should such a situation necessitate it. You must provide details of your insurance policy (policy number, insurer and emergency assistance telephone numbers) prior to your departure. It is your responsibility to ensure that you are adequately insured, as we will not check your policy. If you join the programme without adequate insurance you may not be allowed to continue on the programme with no right of refund. Xtreme accepts no responsibility for the loss of, or damage to, personal property or valuables. Insurance to cover the loss of baggage and valuables is also highly recommended.

Cancelling and changes to bookings.

Cancellation Charges & Due Payments

- **Time of booking: 121 days or more before start date or departure date (whichever is the earlier) Fees due: Deposit on booking or €250 which ever is greater.**
- **Time of booking: 120 - 91 days before start date or departure date (whichever is the earlier) Fees due: 50% of fee payable at time of booking**
- **Time of booking: 90 days or less before start date or departure date (whichever is the earlier) Fees due: Full payment of fee at the time of booking**

Please note: If you book a Round the world package or a combination of more than one programme, 50% of the balance due must be paid no later than 140 days prior to the departure date with the remaining balance payable no later than 90 days prior to departure.

Please note as stated above any bookings that fall under 90 days or less before start date or departure date are 100% non-refundable. This is not negotiable. Should for whatever reason you not complete some of the aspects of the package including but not limited to accommodation, activities, courses, transfers and meals there will not be any refund provided.

Deposit Amount

The deposit on all our programmes is €250, although you may book for less. In many cases we reserve your place for €100, this does not constitute the full deposit balance. Should you cancel your programme you will still be liable to pay the full balance of your deposit.

Please note: If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit.

Group Bookings

If you are booking as part of a group, a group is defined as people who are friends or associates and have opted to share accommodation, (individuals independently booking who Xtreme Gap have placed together in shared accommodation is exempt), each individual person assumes shared liability for the full amount of the booking. Should there be a cancellation, the individual must pay the balance due, or if unable to do so, the group must pay the balance on behalf of the individual with the cancelled booking. This is because there are often discounts applied to group bookings that must be honoured with full payments due.

Going Direct

Where Xtreme Gap acts as an agent, the following conditions are set in place to protect the Xtreme Gap. Any individual who has booked with Xtreme Gap and received a confirmation invoice may not then cancel to join the programme direct with the supplier. It is the right of Xtreme Gap to pursue the full balance due, and to request the partner with hold services until full payment is received. The partner supplier is with in their rights to respect the agreement to do this with Xtreme Gap and is not liable for any refund or reimbursement of any monies paid.

b) Some of our sports academies, or sports courses, due to their seasonality, cannot accept postponements. For these programmes changes to your departure date will be treated as a cancellation and cancellation terms will apply.

If you cancel your booking

a) **You can cancel your trip at any time, however please note if you do choose to cancel your trip please notify us in writing** and a cancel trip will be subject to cancellation charges as outlined in the section above.

b) We would strongly recommend that you take out full insurance at the time of booking, which should then in most cases include cover, under certain circumstances, against

loss of deposit, or cancellation fees. See clause 6 of these conditions.

If we change/cancel your trip

- a)** It is unlikely that we will have to make any changes to your trip, but we do plan the arrangements many months in advance. Occasionally we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest opportunity. A minor change is any change which, taking account of the information you have given us at the time of booking, or which we can reasonably be expected to know as a travel operator, we could not reasonably expect to have a significant effect on your confirmed trip.
- b)** Please note the whole style of gap year travel such as the programmes provided on our websites does lend itself to being flexible. The outlined itineraries given for each programme must therefore be taken as an indication of what you should accomplish, and not as a contractual obligation on our part. When necessary, we reserve the right to make alterations to a trip without notice, including to the itinerary, excursions, activities, accommodation, and amenities. These alterations may be made if in our reasonable opinion it be regarded as essential to provide due care, or to ensure the satisfactory progress of the programme, but are not limited to these reasons. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, road conditions, weather, border restrictions, sickness and other unforeseeable circumstances. No refunds will be given for services not utilised. It is a fundamental condition of joining any of the programmes described in the brochure, on our website, or any marketing material, that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment are possible. If you are unable, or do not choose, to complete an itinerary outlined for a programme, we are not liable to supply alternative itineraries, excursions, accommodations, services, or staff for the period when you are not present with the group.
- c)** We will endeavour to let you know, as soon as we can if, through no fault of your own, we are forced to significantly alter your programme. Should your programme be interrupted by events that we could not reasonably have anticipated and the event significantly affects your programme, we will endeavour to find an alternative programme as soon as is reasonably possible. You have the right to accept, or decline the alternative. Under these circumstances, refunds will not be made and any travel costs incurred will be your responsibility. Xtreme cannot accept liability for any programme changes, or cancellations, as a result of "force majeure", for example war or threat thereof, terrorism, fire, sickness, bad weather, acts of government or local authority, acts of God (see clause 10). Except in the case of extraordinary circumstances beyond our control we will not cancel a programme less than 8 weeks prior to departure.
- d)** Should you be the only person booked on a programme 30 days prior to departure we may take the decision to cancel the programme. You will be given the option of switching to another programme, postponing your trip, or a refund (not including flights, insurance, and visa fees)
- e)** If we have to make a significant change or cancel (except in the case of "force majeure"), we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-
- i.** for significant changes, accepting the changed arrangements or
 - ii.** purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
 - iii.** cancelling the booking and obtaining a prompt refund of the money paid (not including flights and Visa fees) - as long as you have given us written notification of cancellation within 7 days of the date on which you were notified of the alterations.
- If we have to make a significant change, or cancel, 8 weeks or less before departure, subject to the exceptions below, we will pay you the following compensation:

Period before scheduled departure date within which a significant change is made known to you.

	Compensation
More than 55 days	Nil
43-55 days	€10
28-42 days	€20
15-28 days	€30
0-14 days	€40

Force Majeure

- a)** We will not accept liability, or pay any compensation where the performance, or prompt performance of our contractual obligations is prevented, or affected, or you otherwise suffer any loss, or damage, due to circumstances that come under the definition of 'force majeure'. In these booking conditions 'force majeure' means any event that we, or the supplier of the services in question, could not foresee, or avoid, even with all due care. Such events include, but are not limited to war, the threat of war, insurrection, riots, strikes, civil action decisions by governments or governing authorities, natural disaster, bad weather, technical or maintenance problems with the transport, criminal and terrorist acts or similar circumstances beyond our control.

Accuracy of marketing materials online and off-line

- a)** Every effort is made to provide as much pricing information as possible on our website and in our brochures and to ensure this information is accurate. Any programme information detailed in our brochure, website, pre-departure packs and any other marketing medium is deemed correct at the time it is written. Regrettably, however, changes and errors do occasionally occur. We cannot accept liability for errors that become apparent, or occur after this material has been produced. Prices and details of products and services and any offers posted online are subject to change without notice and all products, services and offers are subject to availability. We will do our utmost to ensure you are notified of any programme changes that may affect you prior to your departure, if Xtreme is made aware of the changes in enough time to do so.

If you have a problem or complaint

- a)** Xtreme works with receiving partners in each of the destinations that we offer programmes. They are responsible for representing us and offering you in-country support while you are on your programme. You will be provided with a programme representative in the country to which you are travelling. Full contact details for the representative will be given to you prior to departure. In country representatives are responsible for your orientation and organising your placement at the programme. They are there for any support you may need regarding local advice, emergency issues and to resolve any issues you may have regarding your placement.
- b)** In addition to the in-country support, you will also be provided with Xtreme's 24 hour emergency contact number prior to your departure. Please note, however, that this is for genuine emergencies only. Xtreme is also contactable on the office contact numbers and email for non-emergencies, during office hours.
- c)** If you feel that you have reason for complaint during your programme it is your responsibility to ensure, at the earliest possible opportunity, that any perceived failure in the performance, or improper performance, of the contract, whether by the company, or its suppliers, is communicated to the programme representative or supplier, and simultaneously inform Xtreme by email, fax, or telephone, so that the concerns can be addressed. You must communicate any complaint to us, the supplier of services and the programme representative at the earliest possible opportunity and whilst you are still on the programme. Failure to do so will affect our ability to investigate the complaint and your rights under the contract. Until we know about a problem or complaint, we, or the supplier, cannot begin to resolve it. If your complaint, or problem is not resolved to your satisfaction you must write to us within 28 days of the programme completion date.

What Xtreme gap is liable for:

a) We will only pay compensation if, after departure, your programme, or travel arrangements, booked through us, are not provided as described in your programme information, due to the fault of our employees, agents or suppliers, and if this has significantly affected your experience and your enjoyment of it.

Subject to paragraphs (i), (ii), (iii), (iv) below, we will accept liability in accordance with package travel regulations. These conditions will be governed by Dutch Law. We both agree that the Courts of Netherlands will deal with any claim you wish to bring against Xtreme directly. When signing these terms and conditions, both parties recognise that you are not an employee of Xtreme.

i. Nothing in these conditions is intended to exclude, or limit, our liability to you if death or personal injury is caused by our negligence, or that of our employees (providing they were at the time acting within the course of their employment). Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part, or that of our suppliers in performing our obligations under the contract.

ii. We will not be responsible for any claim arising as a result of any, or all, of the following:-

1) the fault of the person(s) affected or any member(s) of their party or

2) the fault of a third party not connected with the provision of your programme which we could not have predicted, or prevented, or

3) the fault of anyone who is not carrying out work for us (generally or in particular) at the time, or

4) an event or circumstance that we or the supplier(s) of the service in question could not have predicted or prevented. This may include (but is not limited to) an occurrence of force majeure, as described in these booking conditions.

iii. In respect of travel by sea, rail and air, and the provision of accommodation, our liability will be governed by and limited in accordance with the relevant international conventions. The provisions of these Conventions and any other convention in force at the time of your trip are incorporated into these booking conditions and form part of your contract.

iv. In respect of claims for death and personal injury we will not be liable for any loss of profit, or loss of business, or any form of consequential loss or damage, whether or not arising as a result of physical damage to property and regardless of the actual cause of such loss or damage.

b) The services and facilities included in your package will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

Supplier Conditions of Carriage

a) Locally arranged transport is used at times during the programme. You agree to also abide by the terms and conditions of all such carriers related to the trip.

b) Where public transport is used we cannot be held responsible for its standards, nor liable for any damages, loss, or injury, incurred during its use.

Behaviour drugs and drinking.

a) A booking is accepted on the strict understanding that you undertake to comply with the laws, customs, foreign exchange, drug and all other regulations of any countries visited during the programme, as well as all hygiene, safety and security rules. In addition, many of our programmes have their own rules and behaviour guidelines, which are intended to ensure your safety and enjoyment of the programme. You will be advised of any specific programme rules either in your pre-departure information, or during your orientation. Do be aware that in the event that you are found violating such rules, or laws and regulations, or otherwise prejudicing the safety, or well being of a group, or progress of the programme, we may terminate your trip with us without any liability on our part.

b) If at any time you are caught in possession of drugs, or you are caught under the influence of drugs you will be immediately expelled from the programme with no refunds or no liability from Xtreme to compensate for any missed part of the programme. Please note, in many of the destination countries we have programs in, drug offences carry the death penalty.

c) Alcoholism. If you engage in antisocial, disruptive or reckless behaviour and are deemed to be under the influence of alcohol, or have serious alcohol problems, we reserve the right to immediately remove you from the programme. Many of our activities require you to be sober for health and safety reasons, so this is for your own safety. If you have had serious problems with alcohol in the past, you must inform us at the time of booking and should your conduct become antisocial, disruptive or rude to any members of staff, of our partners staff then we reserve the right to terminate your program without any liability on our part.

d) Complaints. Should we received any complaints about your behaviour from our partners, or other customers on the trip pending an investigation from our end, we will provide you with a written warning failure to adhere to warnings given will result in termination of your trip without any liability on our part.

Marketing Materials

a) Any likeness, or image of you, secured, or taken, on any of our programmes may be used by the Company without charge in all media for bona fide promotional, or marketing purposes, such as in brochures, slides, video shows and the internet. By participating in our programmes you are agreeing to waive any rights to these images, or comments made and agree that they may be used by Xtreme in future promotions. This includes any images downloaded through third-party websites such as Facebook, YouTube, Twitter or any other social website which we have been given access to containing images of you on our programmes.

If we have used an image of you, and you are not prepared to give your consent to the image being used please notify us in writing immediately and we will remove the image and delete it from our website.

Passports and Visas

a) It is your responsibility to be in possession of a valid passport and any necessary visas, or health documents, as required, for the entire duration of your programme, and to ensure that you meet the entry requirements of the countries that you are traveling to. Requirements may change and you must check the up to date position in good time prior to departure. The name in the passport must match the name on your ticket where provided. We cannot accept liability, or consider refunds if you cannot travel, because of incomplete, or incorrect documentation.

b) For some placements you will need a visa to enter the country. Unless you have booked and paid Xtreme to organise your visa (such as the Australia working holiday Visa) it is your responsibility to organise any visas necessary for the trip. Many countries do not issue visas tailored to volunteering. As the activities you are involved in do not constitute work in most countries, and you are not in paid employment, but are a paying visitor, Xtreme recommends that you apply for a tourist visa where necessary. If you break the conditions of your visa whilst you are on your programme, for example undertaking any work for which you are paid without an appropriate Visa, and as a result you are asked to leave the country, you will not be entitled to any refund, or alternative placement.

Health & Travel Advice

a) Any information, or advice provided by Xtreme gap year on health and travel advice is not guaranteed to be accurate. We strongly recommend you consult your GP, Dr, or travel clinic before you travel to seek out the best travel advice regarding health matters.

b) If we offer any advice regarding connections, flights, transfers or any other areas outside of specific trip information included in the price the booking, we accept no responsibility for the accuracy of the information given. It is your responsibility to check all information with regard to travel including but not limited to visas, transfers, local laws and customs, health advice and travel to and from the country including entry requirements.

b) In the interests of health and safety, you must comply with the following requirements. If you fail to comply with any of the following, Xtreme cannot be held liable:

i. You must visit your GP, or reputable travel clinic, several months prior to departure in order to find out what vaccinations you may require and to ensure these are administered within plenty of time.

ii. You must ensure you have all necessary medication/prescriptions.

iii. It is your responsibility to obtain any advice on necessary equipment, which could include such items as: first aid kits, mosquito nets, or anything else advised by Xtreme Gap.

iv. It is your responsibility to check any country related travel advice before embarking on your trip. Specifically any advice issued by the British Foreign and Commonwealth Office: www.fc.gov.uk. Should a relevant security issue arise whilst you are away, Xtreme may contact you advising of any potential hazards. All advice will be based on the BFCO and other industry sources, no matter what your nationality.

Ensuring you are capable to participate in the programme is your responsibility.

a) We reserve the right at any time to require you to produce a Doctor's certificate of fitness to participate in the programme. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the programme, you must advise us of this at the time of booking. This includes any medical problems such as alcoholism, dependency on drugs or any other addiction.

If we reasonably feel that we are unable to accommodate your needs, due to particular health requirements, we must reserve the right to decline your reservation, or if full details are not given at the time of booking, cancel when we become aware of these details and apply cancellation charges as described in Clause 8 of these conditions.

b) Special requests must be made at the time of booking. We will pass on your request to our appropriate partners, or service providers, but cannot guarantee that these will be accommodated.

Flights & Transfers

a) It is your responsibility to arrange and pay for any flights, including any internal flights. Xtreme cannot be held responsible for any action, negligence, or event relating to the purchase, or operation of flight tickets, or flights. Further, Xtreme will not be responsible for any costs, or refunds, due to changes, or delays in flights.

b) In the event that your placement is cancelled or postponed, due to circumstances beyond our, or our partner's control, we and/or our partner cannot be held responsible for any expenses incurred. This includes any flight, travel, or other costs including, but not exclusive to, any charges made by the airlines for cancelling, changing, or transferring flights, or other arrangements. Compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available directly from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us.

c) If you have been denied entry into a country because you have not acquired the necessary visas, or met the necessary entry requirements, we accept no responsibility for any loss financially of you not being able to attempt programme. Please ensure you have ranged your visas in good time before travel.

Clauses relating to specific programs.

a) You agree to advise us of flight arrival details and of any changes that may be made to your arrival details at the earliest possible opportunity. Should you arrive outside the agreed start date/time for your programme, or do not advise of your correct arrival details, you may have to cover transfer costs.

b) Accommodation and meals will be arranged for programmes where specified within individual programme details. It is your responsibility to confirm with Xtreme whether or not they are included in your booking fee and to advise us of any special dietary requirements. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard. You may be required to share a bathroom and/or bedroom and these may differ to the standard you are accustomed to.

a) All matters, or disputes arising out of this contract shall be governed by and construed in accordance with the laws of the Netherlands and are subject to the jurisdiction of the Dutch courts.

Limited liability and release waiver

In submitting your booking form and agreeing to these terms and conditions you hereby affirm that you are aware the Xtreme Gap activity you have chosen to book has inherent risks which may result in serious injury or death at here by agree not to hold Xtreme gap year, its employees, directors, partners or associates in any way liable for any injury, loss, death or any negative effects of participating in the activity.

Accident or injury.

Should you be involved in an accident or injury through no fault of Xtreme, you agree that you are 100% responsible for any medical costs, or costs associated with assistance afforded by Xtreme gap year.

This includes accommodation undertaken by family members, transfers and any other assistance needed should you have an accident. Please note we strongly advise you obtain adequate travel insurance, and this is a requirement of joining our program, please check the travel insurance will cover you adequately.

DIVERS:

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for training and for certification may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site. I understand and agree that neither my instructor(s), or Xtreme Gap, or the facility through which I receive my instruction, supervision or training nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns

(hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this diving program or as a result of the negligence of any party, including the Released Parties, whether passive or active. Xtreme GAP In consideration of being allowed to participate in this course, hereinafter referred to as "program," I hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall me while I am a participant in this program including, but not limited to, the academics, or physical activity. I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrolment and participation in this program including both claims arising during the program or after I receive my certification or completion of my chosen program.

Other Xtreme gap activities

by agreeing to these terms and conditions you also agree to the following statement:

I understand that all other Xtreme gap year activities and programs can be physically strenuous activities and that I will be exerting myself during this program, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the un-enforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

You also AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, XTREME GAP, AND THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, AND IN THE CASE OF DIVING PROGRAMMES AND PADI AMERICAS, INC. AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT.

IN ACCEPTING THESE GENERAL TERMS AND CONDITIONS YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THEM.

Xtreme reserves the right to cancel a programme allocation, and retain the deposit paid by you, should you not have confirmed acceptance of the Terms and Conditions in writing, by email, or through our website within 2 weeks of a request to do so.