

**Purple Light Vacation Consultants, Inc.'s**  
**Terms and Conditions of Sale**

The following terms and conditions (“Terms and Conditions”) apply to all travel and travel related Services offered for sale by Purple Light Vacation Consultants, Inc. dba Purple Light Vacations and/or its agents, employees, associates, affiliated companies, independent contractors, or subcontractors (hereinafter referred to as “Purple Light Vacations”, “we,” or “us”). Purple Light Vacations. is located at 3650 Fifth Ave #309, San Diego, CA 92103. Our telephone number is 1-619-324-1444.

The terms “Service” or “Services” as used in these Terms and Conditions encompass: travel planning and consultation, passage on cruises, charters, river boats, yachts, and other water vessels, ground transportation, concierge services, costume design and costume construction, hotels rooms, flight\hotel packages, resorts, camps, or other lodgings, tours, car rentals, leisure or adventure activities, equipment rentals, expeditions, and any other travel or travel related products offered, sold, recommended, or provided by Purple Light Vacations. The term “Trip” is defined as any Service, or package of Services, offered. “Itinerary” refers to the particularized schedule for a Trip. References herein to “Traveler,” “you,” or “your” shall apply to each and any of the following: a party participating in an offered Trip and/or the party who purchases, or attempts to purchase, a Trip.

**All bookings of Trips are also subject to the Terms and Conditions of the supplier of the Service incorporated in a Purple Light Vacations’ Trip.** By placing an order with Purple Light Vacations, you agree to read and abide by all the Terms and Conditions of the applicable suppliers without reservation, and to be bound by the limitations therein. If the supplier’s Terms and Conditions are ever in conflict with the Terms and Conditions of Purple Light Vacations, Purple Light Vacations’ will control all issues relating to the liabilities and responsibilities of Purple Light Vacations.

Please read these and the applicable supplier Terms and Conditions carefully, ask us any questions, and consult your attorney before you agree to be bound by them. Traveler acknowledges that they have taken note of these Terms and Conditions before making a booking and have accepted the same by clicking on the “I Agree” box on the bottom of the submission page. When Traveler is purchasing a Trip for someone besides themselves, clicking on the “I Agree” box verifies Traveler has informed all other Travelers in their group of these Terms and Conditions and accepts them on their behalf, warranting that the other Travelers in their group, after consideration and with an opportunity to consult legal counsel, also agree to be bound by these Terms and Conditions. Without this acceptance, the processing of an order or inquiry is not technically possible. Therefore, by placing an order with Purple Light Vacations, you, and all Travelers in your group (if applicable), agree to abide by these Terms and Conditions without reservation and to be bound by the limitations herein.

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**1. Eligibility.** The Services offered by Purple Light Vacations are only available for purchase by residents of the United States (excluding Hawaii) and the Canadian provinces of Quebec, Ontario and British Columbia while in the United States, its territories, possessions, and protectorates, or the aforementioned Canadian provinces who have all the requisite power and authority to enter into and perform the obligations under these Terms and Conditions. Travelers must be over the age of 18 to purchase and/or travel on a Purple Light Vacations' Trip.

**2. Modification of Our Terms and Conditions.** Our Terms and Conditions may be amended or modified at any time, without notice, on the understanding that such changes will not apply to Trips booked prior to the amendment or modification. It is

therefore essential that you consult and accept our Terms and Conditions at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you placed an order with Purple Light Vacations or reviewed our Terms and Conditions.

### **3. Quotes, Reservations and Payments.**

When we provide a quote for Travel Services, please be advised that pricing, availability, and itineraries change frequently and cannot be guaranteed until final booking. Purple Light will not be responsible for any change in pricing, itinerary or availability.

Our customers frequently use our services to book ship cabins, tour space, flight/hotel packages through our Expedia TAAP account, or hotel rooms through other cruise/travel companies. These companies set their own reservation and payment policies, which vary from trip to trip. Additionally, these companies generally require that your payments be made directly to them. You understand and acknowledge their rules will govern your travel and that these rules/policies are beyond the Control of Purple Light Vacations. Payments to Purple Light Vacations (to the extent you are making a payment to us rather than to a third party directly) may be made by Check, money order, or by credit card through Pay Pal. Pay Pal accepts Visa, Mastercard, American Express and Discover.

**4. Prices.** Our prices are contractual tariffs. No claim relating to the price of the Trip will be considered once the reservation has become effective.

Unless otherwise stated in the description of the offer, the following will **NOT** be included as part of the advertised price:

- items of a personal nature such as incidentals and laundry
- excess baggage charges
- port charges
- foreign government departure taxes
- costs of Passports or Visas
- inspection fees
- customs fees
- immigration and naturalization fees
- service fees
- travel insurance including health, accidents, lost baggage and trip cancellation
- airport parking
- tips and gratuities
- any other activities or items not explicitly advertised as included in the price of a Trip in the description of the offered Trip

**5. Cancellations and Alterations Policies.** For cruises, hotel rooms and flight/hotel packages you book through Purple Light Vacations for travel or vacations put on by companies such as Atlantis, RSVP, Olivia, Brand G, Detours, Out Adventures, or Source Journeys, or mainstream cruise lines and tour operators, Purple Light Vacations follows the cancellation/alteration policies of the cruise/vacation company our tour operator and does not have any independent/additional cancellations or alteration fees or restrictions. Similarly, when we book hotel rooms, flight/hotel packages and the like, the cancellation policy is set by those suppliers. Unless otherwise specified, all Trip deposits and payments are non-refundable. There are no refunds or partial refunds given for early departures or checkouts from any Trip. There are no refunds given for reasons pertaining to weather conditions or other factors out of the hands of Purple Light Vacations (See “Section 16: Force Majeure” below). Suppliers list their Cancellations and Alterations Policies in their brochures or on their websites. Purple Light Vacations’ policies for “custom trips” are listed below in (a). “Custom trips” are any vacation you book through us which includes ground transportation, tours, sightseeing or any other travel services other than hotel rooms or ship cabins. All charges described below are in addition to those, if applicable, charged by the Service provider.

**Refundable/Non-Refundable Hotel/Other Accommodation Reservations and Cancellation of Refundable Hotel/Other Accommodations:** When booking hotel reservations, some hotels and other accommodations offer rates that are refundable if changes or cancellations are made by a certain date. We highly recommend these refundable rates/accommodations even though their pricing are typically higher as plans and circumstances beyond one’s control change and certain contingencies may not be insurable through travel insurance. Certain hotels only offer non-refundable rates or offer non-refundable rates that are substantially discounted. It is your decision which kind of rate to book. However, if you select a non-refundable rate, you must fully understand and take the risk that you will obtain no refund or credit of any kind no matter the reason for cancellation. If you wish us to try to get the hotel or other provider to make an exception and waive cancellation fees or penalties for a non-refundable rate, we are willing to do so for a fee of \$50 an hour, but we cannot predict, let alone guarantee, whether such efforts will be successful. If you book a refundable rate and want/need to cancel, it is your responsibility to note the deadline for free cancellation and contact us by email ([jonathan@plvacations.com](mailto:jonathan@plvacations.com)) at a MINIMUM 48 hours before the cancellation deadline to allow us sufficient time to cancel/change the reservation

a. Changes or Cancellations attributable to You (“custom trips”)

**Changes:** Once a Trip Itinerary is confirmed, any subsequent changes will incur a charge of US \$50 per booking per change, payable to Purple Light Vacations, and subject to higher fees depending on the complexity of the changes.

**Cancellations:** A Cancellation fee of \$150 minimum per person, will be imposed on each Travelers for any cancellation of Services after an Initial Deposit is paid. Purple Light Vacations reserves the right to treat as cancelled any Trips that are not paid for in

full by the date Final Payment is due. Please note that a no-show Traveler forfeits all deposits and payments made to Purple Light Vacations.

**Notices:** All cancellations and/or changes (where permitted) must be requested in writing in the manner described below in “Section 24: Notices.”

*\*California Residents only:*

Upon cancellation of the transportation or travel services, where the Traveler is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to the seller of travel for services not provided will be promptly paid to the Traveler, unless the Traveler advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

b. Changes to your Itinerary attributable to Purple Light Vacations.

In the unlikely event that a major change (involving a change of departure or return date, departure city or destination) becomes necessary, we will notify you as soon as possible and will try to substitute comparable Services. If you find the revised arrangements, we offer unacceptable, you will have the option of cancellation without charge if you notify us within ten days of your receipt of notice of the change (or prior to departure date if notified less than ten days prior).

c. Cancellation for reasons attributable to Purple Light Vacations

In the event of complete cancellation by us, our only liability will be limited to a refund of all monies paid. Purple Light Vacations is not responsible for additional expenses incurred by Travelers in preparation or anticipation of their Trip (i.e. medical expenses, insurance charges, etc.).

**5. Research/Planning Fees:** Purple Light Vacations regularly charges research/planning fees for new clients as well as established clients when Purple Light Vacations is being asked to research/plan a cruise or other custom trip for the Traveler. The amount of the research/planning fee will be set by Purple Light Vacations after the initial consultation or email correspondence with the Traveler verifying the dates and other parameters of the trip the Traveler is asking Purple Light Vacations to plan and the Traveler’s desires/expectations of services from Purple Light Vacations. Purple Light Vacations will then quote the amount of the applicable research/planning fee to the Traveler. This quote will include what portion, if any, of the research/planning fee will be credited back to the Traveler after the trip from commissions Purple Light

Vacations receives from booking flight/hotel packages, hotels, tours, rental cars and transfers. Once the Traveler agrees to the quoted fee and the terms Purple Light Vacations will send a PayPal invoice for such research/planning fee. Traveler will need to pay such invoice in a timely manner before Purple Light Vacations can assist Traveler with the trip.

The amount of research/planning fee quoted by Purple Light Vacations and client's right to receive credit from commissions is based/contingent upon the Traveler promptly communicating and responding to Purple Light Vacations and not deviating from initially discussed dates and trip parameters. If additional work is requested or required, an additional research/planning fee will be due.

Daily itinerary planning, booking non-commissionable travel items, making dinner reservations, and addressing issues that most travelers would investigate themselves and the like are considered travel concierge services and subject to separate fees.

**6. Issuing Travel Documents.** The method for issuing travel documents and/or tickets depends on the supplier as well as time available between the date of issue of tickets and your date of departure, and/or the type of Service. If a Traveler provides incorrect information, Purple Light Vacations does not assume any liability if the Trip is adversely affected or made impossible by the non-receipt of travel documents.

Travel documents will only be sent to the purchasing Traveler who places the order and personally agrees to these Terms and Conditions.

**7. Insurance.** Purple Light Vacations strongly recommends that all Travelers purchase some form of Travel, Cancellation, Lost Baggage and/or Medical Emergency Insurance including "Cancel for Any Reason" insurance for all Purple Light Vacations Trips. While we can refer you to an insurance company website for options, or if you are on a mainstream cruise, we can add the cruise line's travel protection to your booking, Traveler acknowledges that it is Traveler's responsibility to select and pay for such insurance within seventy two hours of making the first booking or payment, as well as understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Traveler's sole responsibility to research, evaluate and timely purchase appropriate coverage. Traveler agrees that Purple Light Vacations is not responsible for any uninsured losses.

**8. Passports, Visas, Health Requirements, and Travel Risks.** We will try our best to provide you with information regarding the necessary visas, passport, and vaccination and other COVID-19 requirements for your Trip, but it is ultimately Traveler's responsibility to verify they have all the proper documents and satisfy all health requirements prior to travel.

A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid

passport, all visas, permits and certificates, and vaccination certificates required for your entire Trip. All Travelers are responsible for making Purple Light Vacations aware if they are not traveling on a U.S. passport.

Most out of country Trips require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Trip.

If you try to enter a country where a visa is required, and you do not have the visa, it is possible that you will be imprisoned until there is an available flight to return you to your point of origin. Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa.

You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc.

Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or access online at <http://travel.state.gov/travel> or directly from the destination country's website. We recommend that you check these before booking and shortly before departure, as requirements may change.

Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release Purple Light Vacations from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, go to [http://travel.state.gov/travel/travel\\_1744.html](http://travel.state.gov/travel/travel_1744.html), or contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to <http://wwwnc.cdc.gov/travel/>.

It is your responsibility to ensure that you hold the correct, valid documents for the countries you are visiting and have obtained the necessary vaccinations, clearance to travel, and hold the necessary confirmations for medications required as we cannot be held liable for any illness, delays, compensation, claims and costs resulting from your failure to meet these requirements.

**WE CANNOT ACCEPT RESPONSIBILITY IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, CRUISE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION. IF FAILURE TO DO SO RESULTS IN FINES,**

SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. You assume sole responsibility for your own safety at any destination traveled to. Purple Light Vacations does not guarantee your safety at any time and assumes no responsibility for gathering and/or disseminating information for you relating to risks associated with your destinations. BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

**9. Accommodations.** “Accommodations” are any lodgings in a dwelling or similar living quarters afforded to Travelers including, but not limited to, hotels, quarters in ships and charters, vacation rentals or villas, campgrounds, motels, and resorts. Purple Light Vacations provides the accommodations for its Trips through third-party vendors and retains no ownership or management interest those Accommodations. Purple Light Vacations does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party vendors. If any issues arise, please contact the owner/operators of the respective Accommodations directly. The same applies if you are dissatisfied with a hotel or other room you are assigned at check in. If that does not resolve your concern, please contact us promptly so that we can attempt to intervene on your behalf.

Prices of Accommodations for cruises our tours are based on double occupancy unless described otherwise. If you prefer single Accommodations, some Accommodations require you to pay a single supplement fee which can vary depending on the Accommodation. Please contact us for specifics on the single supplement fees for each Trip.

**10. Cruises: Shore Excursions, Medical Personnel, & Amenities.** All shore excursions and tours, ground transportation, on board concessions (including, but not limited to, gift shops, spas, beauty salons, fitness centers, gymnasiums, climbing walls, golf programs, art programs, and snorkel concessions) are operated by independent contractors. Additionally, all ship physicians, nurses, and other medical personnel are independent contractors. Purple Light Vacations neither supervises nor controls the actions of these independent contractors, nor makes any representation, whether express or implied, as to their suitability. You agree that Purple Light Vacations assumes no responsibility, does not guarantee performance, and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. These services are provided only as a convenience for you; use them at your own risk.



**11. Rental Cars.** When Purple Light Vacations makes rental car reservations for Travelers, we assume that they have valid driver's licenses as well as a valid credit card and that they are over twenty-five years old. If the Traveler wants to use a debit card (which not all rental car agencies or locations accept) it is Traveler's duty to advise Purple Light Vacations at the time the rental car is requested of the intent to use a debit card. Purple Light Vacations will not be responsible for Traveler's inability to rent a car because of not having the documents/cards required by the rental car agency/location.

**12. Optional Concierge and Costume Design Services.** The optional concierge services we offer are provided by WMSE Elite Concierge Services ("WMSE"). For costume design/construction you will be contracting with an outside designer/vendor directly. You agree that Purple Light Vacations assumes no responsibility, does not guarantee performance, disclaims any warranties in relation to the goods and/or services provided, and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. If any issues arise, please contact WMSE or the outside designer/vendor directly.

**13. Local Customs and Laws.** Some Travelers will be traveling to foreign countries, with different customs, standards, laws and risks than those Travelers are accustomed to in the US. Traveler understands that he or she must be prepared to cope with the unexpected, with local customs and shortages, with the vagaries of weather, travel, and mankind in general. As such, Traveler acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold Purple Light Vacations harmless for any such problems experienced while participating in their Trip.

All Travelers must obey the local laws and regulations of the countries they visit on their Trip. Purple Light Vacations is not liable or responsible for any damages, costs and/or added expenses incurred as a result of Traveler's failure to obey any local, provincial or federal laws.

**14. Legal Compliance and Proper Conduct.** Traveler understands that their participation in a Trip may be terminated if Traveler is disciplined by any civil or criminal authorities, charter operator, or if Purple Light Vacations, in its sole discretion, determines that Traveler's conduct is incompatible with the interests, safety or welfare of other Travelers or a Service provider, their employees, or independent contractors. In this event, Traveler is responsible for arranging and paying for substitute travel and Accommodations.

**15. Criminal Conviction.** Traveler understands and acknowledges that there are certain countries such as Canada where a criminal conviction may prevent the traveler from being allowed to enter that country. Traveler is responsible for disclosing to Purple Light Vacations any criminal conviction prior to booking. Purple Light Vacations shall not be responsible for traveler being unable to enter any country due to an undisclosed criminal conviction prior to booking.

**16. Phone Number and Texting.** By filling out our ready to book form and providing us with your phone number, you hereby consent to us contacting you by telephone regarding your travel plans. If you text us or any of our officers or employees, you hereby consent to them responding to you by text regarding any aspect of your travel plans.

**17. Marketing Materials.** Purple Light Vacations endeavors to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services offered. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are binding on Purple Light Vacations only to the extent that they illustrate the type or standard of such Services and are not contractual nor are they to be construed as guarantees of the conditions of the places or Accommodations pictured at the time of your Trip.

The travel information that we provide you in newsletters, brochures and the like about options for cruise ports, Accommodations, excursions, restaurants, bars/clubs, etc. comes from a variety of sources including information published by the establishments as well as other by other travel guides and on-line research and is believed to be accurate. Nonetheless, some of the information could not be independently verified and may be inaccurate and not up to date. You should not view the information as recommendations and should do your own investigation to confirm that the business/site in question is still operational and suits your needs.

Purple Light Vacations may occasionally use statements made by its Travelers and/or their photographs, images, or other likenesses, in various marketing materials, on our website, or at promotional events. Traveler fully consents to such use of Traveler's statements and/or their photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to Traveler and grants Purple Light Vacations a non-revocable license for said use.

**18. Limitation of Liability.** IN NO EVENT SHALL PURPLE LIGHT VACATIONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF PURPLE LIGHT VACATIONS HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL PURPLE LIGHT VACATIONS' TOTAL AGGREGATE LIABILITY TO THE TRAVELER UNDER CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE TRAVELER TO PURPLE LIGHT VACATIONS UNDER THIS AGREEMENT.

PURPLE LIGHT VACATIONS IS ACTING AS A MERE AGENT FOR ALL SUPPLIERS OF SERVICES AND ACCOMMODATIONS ADVERTISED AND/OR SOLD BY US. ALL SUPPLIERS OF SERVICES AND

ACCOMMODATIONS ADVERTISED AND/OR SOLD BY PURPLE LIGHT VACATIONS ARE THIRD PARTY VENDORS AND PURPLE LIGHT VACATIONS RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD-PARTY VENDORS. TO THE FULLEST EXTENT PERMITTED BY LAW, PURPLE LIGHT VACATIONS DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY VENDORS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS, EVEN IF PURPLE LIGHT VACATIONS HAS BEEN ADVISED THAT SUCH DAMAGES WERE POSSIBLE OR PROBABLE.

**19. Disclaimer of Warranties.** UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY PURPLE LIGHT VACATIONS ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PURPLE LIGHT VACATIONS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH PURPLE LIGHT VACATIONS. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

**20. Indemnification and Release.** Except as otherwise set forth herein, Traveler hereby releases Purple Light Vacations from any and all liability, loss, expense, damages, or claims arising out of or resulting from Traveler's participation in a Trip, whether caused by the negligent, intentional, or reckless conduct of Traveler, a Service Provider, a provider of Accommodations, another third party, or otherwise.

Traveler hereby also agrees to indemnify, defend and hold harmless Purple Light Vacations from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against Purple Light Vacations regarding, resulting, or arising from Traveler's participation in a Trip or Traveler's performance of this Agreement.

**21. Force Majeure.** Purple Light Vacations shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure. "Force Majeure" refers to any event beyond Purple Light Vacations' reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, labor disputes, strikes, epidemics, World Health Organization's advisories and/or alerts, Center for

Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of Purple Light Vacations or deemed by Purple Light Vacations to constitute a danger to the safety and well-being of Travelers. Purple Light Vacations reserves the right to cancel any Services described in a Trip Itinerary due to Force Majeure.

**22. Baggage and Personal Effects.** Purple Light Vacations assumes no liability for any loss or damage to baggage or personal effects, whether in transit to or from a Trip, or during a Trip.

Additional and oversized baggage fees: It is Travelers responsibility to check with their air carrier regarding additional and oversize baggage fees as they vary from carrier to carrier. Purple Light Vacations assumes no responsibility in relation to these fees.

**23. Representations and Warranties.** Traveler represents and warrants that Traveler: (i) has all requisite power and authority to enter into and perform the obligations under these Terms and Conditions; (ii) will abide by all laws, rules and regulations and will endeavor to comply with all local customs; and (iii) all of the information provided to Purple Light Vacations to facilitate Traveler's Trip is true and accurate. Traveler authorizes Purple Light Vacations to make any such investigations as Purple Light Vacations determines to be necessary, at their sole discretion, to determine Traveler's eligibility.

**24. Medical and Physical Condition; Medical Emergencies.** Some activities available on Purple Light Vacations' Trips are physically active and interactive, so you must be in good physical condition and health to participate in them. Various water activities and sports available on our Trips (including jet skiing, snorkeling, surfing, etc.) require various skills and abilities such as: the ability to swim, hand to eye coordination, balance, and an awareness of your surroundings. Traveler certifies they will not take any alcoholic beverages or drugs that may impair their physical or mental abilities before their participation in an adventure or water activity while on a Trip.

Traveler certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Trip. Traveler understands that in the event of injury to Traveler, or exacerbation of Traveler's medical condition, Purple Light Vacations may not be held responsible. If a serious emergency arises, it may be necessary for a physician to attend to Traveler, but Traveler recognizes that Purple Light Vacations is not obligated to take any action to facilitate or assist that treatment. The quality of medical personnel and facilities vary from region to region and cannot be controlled by Purple Light Vacations. In some parts of the world, substandard medical care is common and unavoidable. Hospital facilities are often unavailable, and evacuation can be prolonged, difficult and expensive. Purple Light Vacations is not responsible for the costs of any medical treatment you may require during a Trip and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Trip. YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED

WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS YOU MAY REQUIRE OR RECEIVE DURING YOUR TRIP. Traveler releases Purple Light Vacations from any liability relating to any such medical care, whether secured by a Service provider on behalf of Traveler, Purple Light Vacations, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

**25. Disputes: Governing Law, Jurisdiction, etc.** These Terms and Conditions and the relationship between Traveler and Purple Light Vacations will be governed by the laws of the State of California without regard to its conflict of law provisions.

Traveler and Purple Light Vacations agree to submit to the personal jurisdiction of the federal and state courts located in San Diego County, California with respect to any legal proceedings that may arise in connection with, or relate to, a Trip, these Terms and Conditions, our Privacy Policy, Purple Light Vacations' website or any literature or materials concerning Purple Light Vacations and our Trips. Traveler and Purple Light Vacations agree to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court.

**26. Attorney's Fees, Costs, and Expenses of Suit.** If any act of law or equity, including an action for declaratory relief or any arbitration proceeding, is brought to enforce, interpret or construe the provisions of these Terms and Conditions, a Trip, our Privacy Policy, Purple Light Vacations' website or any literature or materials concerning Purple Light Vacations, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.

**27. Assignment.** Traveler may not assign his rights or obligations hereunder without the prior written consent of Purple Light Vacations.

**28. Severability and Survivability.** If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Traveler and Purple Light Vacations agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.

Notwithstanding any other provisions of this these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.

**29. Notices.** Any notices required or permitted hereunder shall be given:

a. If to Purple Light Vacations, via certified mail, return receipt requested, addressed to:

Purple Light Vacations  
3650 Fifth Ave #309  
San Diego, CA 92103

Or via email to:

jonathan@purplelightvacations.com

b. If to Traveler, at the email or physical address provided by Traveler during the registration process.

c. Such notice shall be deemed given upon personal delivery; if sent by electronic mail, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

**30. Seller of Travel Disclosures.** California, Florida and Washington laws requires certain sellers of travel to have a trust account or bond. Purple Light Vacations has a client trust account with Union Bank of California.

Purple Light Vacations is a participant in the California Travel Consumer Restitution Fund (TCRF).

This transaction is covered by the TCRF if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel Services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: [www.tcrinfo.org](http://www.tcrinfo.org).

If Traveler is purchasing from outside of California, this transaction is **not covered** by the California Travel Consumer Restitution Fund.

As to residents of the State of Florida, Purple Light is a registered seller of travel with the State of Florida Registration No. ST40248.

**31. Entire Agreement, Waiver, Etc.** These Terms and Conditions constitute the entire understanding and agreement of the parties with respect to the subject matter covered by them, and supersede all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. No terms contained on any proposal, purchase order, acknowledgment or other document will be effective with respect to affecting the terms hereof. No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. Purple Light Vacations does not guarantee it will take action against all breaches of these Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.