

TERMS AND CONDITIONS & WAIVER OF LIABILITY

Flip Flops & Coconuts Tours, LLC is a company organized for the purpose of providing small group tours by creating authentic experiences in vibrant destinations. The terms "we", "us", "our", and "FFCT" refer to Flip Flops & Coconuts Tours, LLC, a limited liability company organized and existing under the laws of the State of Florida. The term "you" or "participant" refers to the participant making a booking with us and/or on behalf of other participants who will participate in the tour.

CONTRACT. We draw your attention to the terms and conditions of your participation below, these terms and conditions including all brochures, documents, correspondence and the terms and conditions of our suppliers form the basis of the contract with you (collectively "Terms and Conditions" or "Contract"). Before booking with us you must ensure that you have read and understood these Terms and Conditions and received answers to all questions you may have. **THESE TERMS AND CONDITIONS EFFECT YOUR LEGAL RIGHTS, INCLUDING WAIVERS OF LIABILITY, CLASS ACTIONS WAIVERS, CHOICE OF LAW AND VENUE, AND NOTICE CLAUSES, SO WE ADVISE YOU TO READ IT CAREFULLY BEFORE AGREEING.** By booking a tour with us you indicate that you understand, accept, and intend these Terms and Conditions to be the legal equivalent of a signed, written contract between you and Flip Flops & Coconuts Tours, LLC, and to be equally binding. If you disagree with any of the Terms and Conditions, then you shall not book with us and shall discontinue use of our website located at: www.flipflopsandcoconuts.com ("Website").

If you are booking a tour for another person, you acknowledge and agree that you have provided these Terms and Conditions to each individual over the age of 18 (and all parents or guardians for any minor participant) for their review and approval prior to making a booking with us. We will not be responsible for your failure to share the Terms and Conditions with all persons traveling under your booking.

In booking with us you represent and warrant that you are: (i) of sufficient age (21 years old) and mind to use our services and Website and can create binding legal obligations in connection with your use, (ii) the information supplied by you for yourself and any other participant on your bookings is current, complete, true and correct, (iii) you agree to be financially responsible for all bookings you make, (iv) you warrant that you have the right and authority to book a tour for yourself and/or any other individual on your booking, (v) you have provided the Terms and Conditions to every participant that you have booked a tour for and that they agree to these Terms and Conditions prior to booking, and (vi) you acknowledge and agree to these Terms and Conditions.

VIOLATIONS BY YOU. You agree that any violation of any such Terms and Conditions may result in (a) the cancellation of your booking or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to participate in all or any part of the tour.

CHANGES TO THESE TERMS AND CONDITIONS. FFCT reserves the right, in our sole discretion, to change these terms and conditions at any time. Updated versions of the terms and conditions with significant material changes will be provided to you and are effective immediately upon receipt to you via the email provided to us at the time of booking. Your continued use of our services, including continuing to use or maintain your booking after any changes to Terms and Conditions constitutes your consent to the changes.

COVID-19 RELEASE OF LIABILITY. By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that you and those traveling with you may be exposed to or infected by COVID-19 by traveling, and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your tour. You acknowledge that exposure to such viruses or diseases is an inherent risk of traveling, which cannot be controlled or eliminated by FFCT. You acknowledge that due to the uncertainty of travel at this time, this tour may be postponed or canceled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to have a vaccination. You are responsible for understanding these requirements and must not rely on FFCT to provide these details. You understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID-19, FFCT has required the purchase of travel protection coverage including ‘cancel for any reason’ coverage if and when available, and that should you fail to purchase travel protection coverage, FFCT shall not be liable for any losses howsoever arising.

You, and on behalf of your heirs, assigns, personal representatives and next of kin (The Releasers), HEREBY RELEASE, AND HOLD HARMLESS FFCT, its members, officers, agents, employees, suppliers, and other tour participants (RELEASEES), from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID-19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this contract, whether by operation of law or otherwise.

BOOKING/PAYMENT. If you’re interested in any of the tours offered on our Website and have any questions about your options or wish to arrange a private tour, you’ll initially inquire via our “contact us” feature on our website, call 934.642.0487 or email us at: hello@flipflopsandcoconuts.com. Prior to booking with us understand that we require that you read, acknowledge, and accept these Terms and Conditions, in addition to requiring

each participant (or participant's parent or legal guardian if under 18) to complete and return a Tour Participation Waiver prior to embarking on a tour.

When you are ready to book a tour with us, you can do so by selecting "Book Now" on our Website. Upon confirmation of the tour option, travel dates, occupancy, and completion of the participant's relevant information, you will acknowledge and agree to these Terms and Conditions, review and complete the Tour Participation Waiver, and pay the non-refundable deposit. Following acceptance of our Terms and Conditions, and payment of your deposit (or payment in full), you will receive your booking confirmation to the email you provided to us when booking. To participate on a tour with us, we require each and every participant to complete our Tour Participation Waiver prior to embarking on a tour. Each participant will receive a Tour Participation Waiver at the email address provided when booking. The Tour Participation Waiver can also be found at: www.flipflopsandcoconuts.com, completed and emailed to: hello@flipflopsandcoconuts.com. Any participants that do not complete the Tour Participation Waiver prior to embarking on a tour with us may be subject to cancellation where no refund shall be owed. After the final payment is received you will receive an invoice reflecting the same. All Deposits are always NON-REFUNDABLE.

Our bookings do not include international or domestic airfare. You must make independent air travel reservations related to your booking(s). Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional costs you incur with the air carrier.

Upon booking, we will provide you with instructions for future payment(s), if applicable. You must make all payments in full and on time. If payments are not received when due, we reserve the right to cancel your booking(s) and apply the cancellation charges set out in the cancellation section below. Failure to make a final payment may result in the cancellation of your participation in the tour. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect.

REZGO. All participant payments are to be made through the Website by Rezgo and a third-party payment processor. Your transfer and/or payments are an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. As such you agree not to make any improper chargebacks or payment disputes.

In certain cases, you can dispute charges with Rezgo, with your banking institution, or your credit card company (we will define them as "disputes" or "chargebacks", collectively "chargeback/s"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. FFCT retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy regarding the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of FFCT or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

WHAT'S INCLUDED IN YOUR TOUR

Accommodations

Accommodations are provided as detailed in your itinerary but are subject to change (even on-site), in order to adapt to situations beyond anyone's control, including but not limited to weather or any other condition that may affect the group while traveling. Hotel accommodations, airport transfers, transportation to activities, certain meals, site passes, and entrance fees and tour activities are included dependent upon your chosen tour itinerary. The number of meals and night's stay is dependent on your tour itinerary. Special requests are not guaranteed and often cannot be accommodated.

Travelers should be aware that hotel room sizes, standards and facilities can vary regionally and are substantially different from standards of your home country. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning, "star" ratings, and compliance with other standards such as ADA and wheelchair accessibility.

FFCT reserves the right, if necessary, to substitute other comparable hotels for any accommodations that may be listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for hotel over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are at FFCT's sole discretion, and no refunds will be offered for changes in accommodations.

While we exercise due diligence in the selection of our partners, hotel, and other accommodation profiles, we cannot guarantee their suitability for your preferences or expectations given the nature of the accommodations and locations. We cannot guarantee the supplier's images and descriptions of the properties and rooms will be the same or similar for your accommodations during your stay(s). Additionally, participants should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While FFCT does its best to maintain current and accurate information regarding these suppliers, we cannot be held responsible for any inaccuracies in supplier descriptions, amenities, or images.

Transportation. FFCT will offer transportation in accordance with the group itinerary, including van(s), buses, or other forms of transportation. There will be no refund for missed or unused transfers. Your transfers to and from the airport are included, if stated as an

inclusion in your tour itinerary. If at any time your flight plans change, you must notify us immediately. Failure to do so may result in missing a portion or all of the tour and no refund shall be due. If you decide to arrive one or more days prior to the commencement of the tour and you stay (at your own expense) in a nearby hotel that is not the hotel you will be staying at for the tour, we will not offer any airport, hotel, or ferry port transfers. Transportation to and from activities included in the itinerary are included.

Meals

All meals as noted specifically in your itinerary; certain meals are not included. Water and non-alcoholic beverages are not included unless specifically detailed in your itinerary. The range of food available can be limited based on the itinerary. Western food may or may not be available. Special diets should be requested at the time of booking; however, it may not be possible for special diets to be accommodated. For safety and liability reasons, FFCT and its representatives cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and we are not responsible for any issues or problems associated with the same. We will advise the dining establishments of any special requests, but we cannot guarantee their availability.

Airfare & Ferry Fare

Domestic and international airfare is NOT included. Ferry transfers are likewise NOT included.

Additional Inclusions

Per the itinerary, and dependent upon the location of your tour, we also include tour guides, an on-site manager, site passes and entrance fees, and all tour activities. We will do our best to provide you with opportunities to view and experience the locations and items listed in your itinerary.

Changes to Itineraries

FFCT reserves the right to make changes to its published itineraries. In such cases, we will arrange for the substitution of comparable services.

There may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. FFCT reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, historic sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No tours will be cancelled due to renovations, although FFCT may choose to amend itineraries for such sites. These changes will not be considered material changes and will not be considered cause for cancellation by the participant.

If we suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the supplier of the activity and your only recourse in case of damage will be against the supplier of the alternate activity.

WHAT'S NOT INCLUDED IN YOUR TOUR

Any items and matters not referred to in your itinerary are not included in the tour price. Specifically, all airfare, visas, certain meals, medical costs, incidentals, alcohol, and bar bills (including soft drinks), travel protection and insurance of all kinds, transportation beyond what's listed above and/or what's specifically listed in your tour itinerary, gratuities, passport fees, laundry, phone calls, Wi-Fi, and all items of personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities which are not included in your tour price. The price does not cover costs and expenses, including your return home if you leave the tour whether of your own volition, our decision based on behavior that disrupts the tour, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included, or every circumstance that may restrict your access to the tour.

IDENTIFICATION & AGE RESTRICTIONS.

All participants on our tours are required to provide a form of government issued identification at the time of checking into the tour to confirm the booking matches the individual participant. All participants must be at least 21 years of age to book with us and if under the age of 21 years of age by the start date of the tour, he/she must be accompanied by an adult 21 years of age or older. All participants under the age of 21 shall be considered "minors" for purposes of our tours. All accompanied minors shall be at least 15 years of age at the commencement of the tour in order to participate in the tour. If any participant checks in with us to embark on the tour that is not at least 21 years of age and accompanied by an adult 21 years of age or older, or is accompanied by an adult, but under the age of 15, that participant shall not be permitted to join the tour. Any participant denied access to the tour for failure to bring proper identification or due to his/her age, shall not be entitled to any refund from us, nor shall we be required or responsible for making alternative arrangements on behalf of the participant denied access.

Miami, Florida, South Beach Tour Itineraries require a minimum age of 27 years of age in order to participate in a tour provided by FFCT.

At the time of check-in at any resort or hotel, participants must present their own identification and credit card for all incidentals. FFCT shall not be liable or responsible for any incidentals, additional taxes or fees associated with any hotel or resort accommodation(s).

NON-OPERATION OF FFCT.

All tours are based on a minimum number of participants (with four (4) participants for most FFCT). FFCT makes every effort to ensure that tours meet their minimum requirements. However, if the tour drops below the minimum number of participants, cancellation of the tour may occur at the sole discretion of FFCT. In such case, participants will be advised at least thirty (30) days prior to departure. We may offer alternative tour dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and FFCT will not be liable for the carrier's refusal to make any refund whatsoever. In such case FFCT will not be liable for any

additional costs incurred outside of the tour prices such as visa and passport fees, travel insurance or any other purchases made by the guest in anticipation of the tour.

CHANGES AND CANCELLATIONS

Changes by Participants

Since changes are considered canceled services, additional cancellation penalties may apply. Changes are subject to additional hotel charges based on availability and may incur additional fees. Changes to airfare are subject to the carrier's Terms and Conditions and are not the obligation of FFCT.

If you are unable to complete the tour due to an inability to maintain the speed necessary to keep up with the tour group of participants, or due to any physical limitation, there shall be no refunds owed if you are unable or prevented from completing the tour.

Cancellation

As described above, FFCT is required to pay certain suppliers well in advance of your tour date. This includes but is not limited to hotel accommodations, meals, entrance fees, transportation, etc. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform FFCT immediately in writing and request a written confirmation of your cancellation. Upon receipt, FFCT will follow industry procedures for any applicable refunds as outlined in the supplier's terms and conditions and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not FFCT. Likewise, we are not responsible for a supplier's failure to pay a refund, their insolvency or bankruptcy.

In addition to the terms of our suppliers, refunds for any monies paid to FFCT will be refundable for cancellations per the cancellation table below, less any non-refundable payments/deposits made by FFCT to our Suppliers. Also deducted from the net refundable amount will be any adjustments for room rate changes created by the cancellation (i.e., double to single, etc.) NO REFUNDS, for any reason will be paid for cancellations received 45 days or less from the departure date.

Since FFCT will pay certain deposits and costs to suppliers prior to the date of travel, FFCT will assess the following cancellation charges as follows:

Relevant Cancellation Times

Cancellation Charge Per Person

61+ days

100% refund, less non-refundable deposit

46 to 60 days

50% refund, less non-refundable deposit

45 days or less

No refund

If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason, FFCT requires the purchase of a

travel protection plan including additional “cancel for any reason” coverage. Airline tickets are governed by the air carriers’ terms, and we are not responsible for any air carrier’s decision regarding refund.

Cancellation or Changes by FFCT

We reserve the right to cancel or reschedule any departure for any reason. If we cancel, except in the case of a force majeure event, we will offer alternate arrangements. We may at our sole discretion offer travel vouchers or refunds in accordance with the cancellation schedule above. Participants are responsible for any additional costs for air tickets or other travel arrangements not made by us.

If between planning time and/or during actual travel, circumstances require changes, FFCT and its suppliers, reserve the right to cancel or vary any itinerary and substitute components of any tour, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour. FFCT cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the participant. Normal cancellation penalties still apply to the tour that has been changed.

NO REFUND FOR UNUSED ARRANGEMENTS.

As FFCT prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the tour is in progress, there is no refund for the unused portion.

FORCE MAJEURE.

FFCT assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by FFCT that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by FFCT.

TRAVEL PROTECTION.

Travel Protection Coverage is not included. However, it is the participant’s responsibility to protect their purchases. FOR THIS REASON, TRAVEL INSURANCE AND

ADDITIONAL “CANCEL FOR ANY REASON” COVERAGE IS REQUIRED. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable tour deposits and payments that result from cancellation or tour interruption (due to a covered reason such as injury or illness before or during the tour). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including “cancel for any reason” coverage must be purchased in close conjunction with your travel purchase. The amount of coverage and insurance policy you choose is at your sole discretion. Should you choose to travel without adequate travel protection insurance coverage, we will not be liable for any of your losses howsoever arising, for which an appropriate travel protection insurance policy would otherwise have been available. FFCT is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. FFCT cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

DESTINATIONS AND DOCUMENTATION.

Travel to certain destinations may involve greater risk than others. FFCT urges Travelers to remain informed daily as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **IT IS YOUR RESPONSIBILITY TO BE AWARE OF ANY AND ALL REQUIREMENTS FOR ADMITTANCE TO A COUNTRY OR STATE, INCLUDING COVID-19 REQUIREMENTS. SHOULD YOU CHOOSE TO TRAVEL TO A COUNTRY THAT HAS BEEN ISSUED A TRAVEL WARNING OR ADVISORY, FFCT WILL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT RESULT FROM TRAVEL TO SUCH DESTINATIONS.**

It is the responsibility of each participant to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit www.travel.state.gov. When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/participant-information/acceptable-ids>. FFCT strongly recommends that you consider that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

You acknowledge and agree to follow and abide by any and all local and national laws and regulations for any country you visit while participating in the tour. While all local and national laws and regulations are important to follow, we strictly encourage you to be informed concerning the use and/or possession of drugs in particular. There will be no tolerance for any use or possession of any drug and your failure to strictly comply with this requirement will result in a breach of this Agreement and may prevent you from your continued participation in the tour. It is your responsibility to check which prescription drugs need to be accompanied by a doctor's note and/or prescriptions.

Recommended inoculations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your tour. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing participant to miss flight(s), and subsequent scheduled travel tours. FFCT bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your tour related to improper documentation or government decisions about entry.

INSECTICIDE NOTICE.

Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

NON-RESPONSIBILITY. FFCT,

and its employees, owners, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. FFCT is not an employee, agent, or representative of any of these suppliers. FFCT does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors and are not agents or employees or representatives of FFCT. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all participants agree that neither FFCT, nor its employees, owners, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of FFCT. FFCT assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; FFCT assumes no responsibility or liability for personal property; and FFCT shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism,

insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. FFCT accepts no responsibility for lost or stolen items. FFCT reserves the right to refuse any participant or potential participant at its sole discretion.

NO GUARANTEES. FFCT

makes no guarantees that you will be able to experience and witness everything listed in your itinerary. While every reasonable effort will be made to provide the best opportunities to view and experience these unique, beautiful locations, this can be impacted by weather, other tour participants and/or staff, certain limitations on activities, traffic, and other acts of God, among others.

ASSUMPTION OF RISK/WAIVER & RELEASE OF LIABILITY.

Traveler is aware that traveling in such areas as participant is undertaking on the tour may involve inherent risks to your health and safety. Inherent risks include, but are not limited to, risk of acts, government actions, high altitudes, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other participants, FFCT and its owners, employees, agents and/or representatives; attack by or encounter with injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by aircraft, or travel a country with developing infrastructure. Standards of hygiene, medical care, accommodation, and transport in the country where this tour is taking place are often lower than the standards you may reasonably expect in your home country or region.

While the tour guide will make his/her best effort in maintaining a manageable pace for the group, you agree that there is a risk associated with your ability to keep up with the pace of the group, including but not limited to, slips, and falls and physical injuries. We shall not be held liable for any reason if you are unable to keep up with the group and your guide at any point during the tour for any reason. You agree that we will not be able to slow down or stop at your convenience to accommodate your pace, and we shall not be liable should you need to turn around and not complete the tour.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this tour, participant is willing to accept the risks and

uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release FFCT from any and all claims associated with the tour, including any claims of third-party negligence and/or the negligence of FFCT and participant hereby covenant not to sue FFCT for any such claims or join any lawsuit or action that is suing FFCT. You waive any and all claims that you have, or may in the future have and release from all liability and agree not to sue, FFCT, its agents, owners, suppliers or affiliates for any personal injury (including mental distress or trauma), illness (including exposure to diseases, epidemics or pandemics), death, property damage, quarantine or other loss that you may sustain during or as a result of the tour due to any cause whatsoever on the part of FFCT or others, including: negligence – including the failure to use such care as a reasonably prudent and careful person would do in the circumstances and failure to meet reasonable standards of care; breach of any other duty imposed by law; breach of contract; and mistakes or errors in judgment of any kind This agreement also binds your heirs, legal representatives and assigns. The terms of this ASSUMPTION OF RISK AND RELEASE OF LIABILITY paragraph shall survive any termination or cancellation of this Agreement, whether by operation of law or otherwise.

INDEMNIFICATION.

Traveler agrees to and shall indemnify and hold harmless FFCT, and each of our officers, directors, employees and agents (collectively “FFCT”), from any expenses, losses, liabilities (of any type), damages, judgments, demands, settlements and costs (collectively, “damages”) involved with or incurred by FFCT (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) participant’s breach or violation, or threatened breach or violation of this Agreement and (ii) Any damage caused by participant while participating in the tour.

PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES. Due to the nature of destinations and the tours means that it is unsuitable for those who use a wheelchair or have a lack of mobility or have certain pre-existing conditions. Our tours require walking on uneven, rough ground, elevation inclines and declines, loading and unloading from vehicles and boats, and varying weather and ground conditions.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your tour, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Additionally, our suppliers are, unfortunately, unable to offer additional assistance to participants with limited mobility and all such assistance will need to be provided by whoever the participant is traveling with. Travelers with disabilities must notify FFCT at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance.

HEALTH.

Due to the relatively remote nature of some of our tours, we may require the completion of a medical clearance form from a U.S. licensed doctor, physician assistant, or nurse practitioner attesting to your fitness to travel and to participate in our tours. For the safety of our participants, FFCT has the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion, in the best interests of the group and the participant in question.

BEHAVIOR & ATTIRE.

While on the tour, you are likely to be among a group of other participants, who like you, seek to enjoy the destination. While on the tour we ask that you be respectful and honest in all of your dealings with any participant, supplier, staff, and third-party. It is imperative that you listen to and follow the instructions of the tour guide and manager at all times. If you are unable to be respectful, honest and to listen to the tour guide and manager, we may remove you from the tour and terminate your tour experience with us, without any refund and without any compensation or reimbursement for costs and expenses you may incur as a result of your behavior.

On every tour we ask that you dress appropriately to participate in the tour. While on the tour you are likely to get wet and muddy. Be sure to wear comfortable clothing that you do not mind getting wet and muddy. We recommend that you pack an additional set of dry clothing each day in addition to a light raincoat or anorak. We also recommend that you bring lightweight, sturdy shoes or sneakers. Shoes should be comfortable when wet, but sturdy enough (with traction) to hike. It is imperative that you hike with shoes that have traction, as slips and falls are common in this type of terrain.

PHOTOGRAPHIC/VIDEO LIKENESS.

Traveler hereby gives consent to FFCT to publish any photographs and/or videos of the tour or participant in printed or electronic media without obtaining further consent and without compensation. Each participant releases FFCT and its representatives from any liability in connection with any use of such photographs and/or video.

CLASS ACTION WAIVER/LIMITATION OF DAMAGES.

You agree that you will only bring claims against FFCT in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. FFCT shall not in any case be liable for any claims or damages other than compensatory damages. Your payment of a deposit on a tour means that you agree to these conditions of sale and expressly waive any right to punitive damages.

NOTICE OF CLAIM. YOU UNDERSTAND AND AGREE THAT NO CLAIMS WILL BE CONSIDERED AND THAT YOU WILL NOT BRING SUIT AGAINST FFCT UNLESS YOU HAVE FIRST PROVIDED A TYPEWRITTEN NOTICE OF CLAIM TO FFCT WITHIN THIRTY (30) DAYS AFTER THE TOUR OR CANCELLATION OF THE TOUR.

JURISDICTION & VENUE.

If any claim, dispute, or any other matter arises between us out of or in connection with

your booking, or these Terms and Conditions, they shall be governed and construed under the laws of the State of Florida, without regard to conflict of law principles. You further agree the proper venue for any claims against FFCT shall be brought only within the State of Florida.

ENTIRE AGREEMENT & SEVERABILITY.

This agreement, including any other documents, including invoices we provide you with, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to FFCT. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

Flip Flops & Coconuts Tours, LLC is registered with the State of Florida as a Seller of Travel, Registration No. ST44646.