



# **SXT ADVENTURES**

## **Travel Services Agreement**

Guest Terms & Conditions

**Professional Guidance. Extraordinary Adventures. Clear Expectations.**

**Scuba X Travel, Inc. dba SXT Adventures**

*California Seller of Travel Registration CST #2096404*

*Member, Travel Consumer Restitution Corporation (TCRC)*

*Maintains IATA professional credentials and Travel Leaders Network affiliation*

*Version 2.3.10 | October 10, 2026*

## **SCHEDULE A: BOOKING DISCLOSURES AND GUEST ACKNOWLEDGMENT**

We want you to feel informed before you commit to traveling with us. These general notices explain what happens next. They do not confirm a booking or ask you to accept trip pricing or terms that have not yet been provided. Additional items that may not be included in the initial booking, such as airfare or additional optional activities or services, will be separately authorized.

Enter your trip name and trip dates on the final signing page. These identify the intended trip, not separately arranged arrival or departure travel. A booking number follows invoice payment; Supplier confirmation is also required under Section 4.1.

### **Before you pay**

Before payment, your invoice packet identifies the services, providers, departure details, total price, payments, due dates, cancellation charges, and required refund and payment-protection notices. Review and accept the completed terms; ask your advisor about anything unclear. Each trip deposit or installment becomes non-refundable 72 consecutive hours after SXT receives it, subject to Section 9.9. There is no penalty-free cancellation period: accepted cancellation charges may apply immediately. Each payment has its own clock. Shared-room cost responsibility and its amount or calculation method must also be disclosed and accepted before booking. This general acknowledgment does not accept undisclosed trip terms. Review Articles 8 and 9 for cancellation, separately billed travel, receipt and Supplier deadlines, recovery, transfers, and withdrawal rules. Your completed booking terms supply the exact amounts and deadlines.

### **Refunds and payment protection**

You retain refund and other rights that cannot legally be waived. Your invoice packet will include the full applicable prompt-refund notice, how your purchase money is protected, and whether the transaction is covered by the California Travel Consumer Restitution Fund, administered by TCRC. Where coverage applies, the notice will explain eligible losses, claim procedures, deadlines, and limits. A general acknowledgment does not establish coverage or replace a required oral notice.

California law requires certain sellers of travel to have a trust account or bond. This business has a bond issued by Philadelphia Indemnity Insurance in the amount of \$50,000. Bond number PB11499805849.

### **Separate travel arrangements and choices**

Airfare or other arrangements discussed and invoiced separately are not purchased or authorized here. When offered, they receive their own applicable terms, disclosures, and acceptance. Automatic-payment authorization and your insurance election are recorded separately. Every adult must complete the insurance acknowledgment and status selection before finishing the Master Agreement signing process and before booking payment. Pending decisions and outside policy reports do not remove that acknowledgment.

### **Acknowledgment on the final signing page**

Please acknowledge Schedule A on the final signing page, together with acceptance of the master agreement. That acknowledgment covers these general notices and the booking process only. Final prices, payment dates, cancellation charges, and transaction-specific notices are supplied and accepted separately before payment.

Cancellation email: [hello@sxtadventures.com](mailto:hello@sxtadventures.com). Business hours: Monday-Friday, 8 a.m.-5 p.m. Pacific Time. After-hours and out-of-office periods may delay processing, not the recorded receipt date or applicable legal deadlines. We strive to be available to support our guests whenever possible, including outside regular business hours. Immediate responses are not guaranteed. Your booking records identify your advisor and urgent-assistance contacts. For imminent deadlines, also use your urgent booking contact or call (720) 772-1843.

Schedule A Version 1.8 | October 10, 2026

## **BEFORE YOU BOOK**

This guide highlights key terms. Read the full Agreement and the documents for your booking; those terms control. Your advisor can explain which rules apply to your trip.

### **When must I pay and what happens if I am late**

Review the amounts, dates, due times, and time zone in your booking summary or invoice. Where offered, choose separately authorized automatic payments or pay manually through your guest account. Payment is due on the stated date. A \$50 fee applies after 72 hours without payment, including the first occurrence, followed by \$50 every seven calendar days until the overdue balance and fees are paid. The 72-hour threshold does not extend the payment deadline. See Articles 4 and 5.

### **How do I cancel and what costs might be lost**

Use SXT's Cancellation Request Form, or email [hello@sxtadventures.com](mailto:hello@sxtadventures.com) for a copy. There is no penalty-free cancellation period. Each trip deposit or installment becomes non-refundable 72 consecutive hours after receipt, subject to Section 9.9. Accepted Supplier charges may apply sooner and may exceed payments made. Review Article 9 and your completed trip terms before paying.

### **What insurance and travel documents do I need**

SXT strongly recommends comprehensive travel insurance. Buying insurance through SXT is optional. A lawful supplier or activity requirement to hold coverage, if applicable, will be disclosed separately. Ask the insurer or reference their terms and conditions, as well as applicable policy documents about coverage and deadlines. Verify travel documents and participation requirements with official sources. See Articles 10, 14, and 15. The required insurance acknowledgment remains effective if you delay, decline, or intend to buy elsewhere. Quotes are not coverage. Documented policies update status without deleting the signed record.

### **What help can I expect from SXT**

Your booking records identify your advisor, business hours, urgent-assistance contacts, and any support included. SXT provides reasonable assistance within its role; Suppliers control their services and recovery options as established in contractual agreements between the agency and operator or supplier. In an immediate emergency, contact local emergency services first. See Articles 8, 9, 11, 13, and 18.

## **WELCOME TO SXT ADVENTURES**

Thank you for choosing SXT Adventures. This Agreement explains our services, your responsibilities, and what happens when plans change. Please review it before authorizing work or payment, and ask your advisor about anything unclear.

## **OUR PHILOSOPHY**

We plan travel around your interests, with attention to local communities, conservation, and responsible travel. Clear communication helps us understand your needs and prepare you for the experience ahead.

## **OUR COMMITMENT TO STEWARDSHIP**

SXT Adventures is committed to responsible tourism, environmental stewardship, wildlife conservation, and respectful engagement with local communities and cultural resources. Clients are expected to support these principles throughout their travels and to comply with applicable local laws, supplier standards, conservation rules, and cultural expectations.

### **Before You Continue**

Please ask your SXT Adventures Travel Advisor about any unclear term or how it applies to your trip before signing. We are happy to help you make informed decisions.

## **DOCUMENT PURPOSE**

This Agreement defines the rights, responsibilities, and procedures governing SXT's professional travel planning, coordination, booking, concierge, and related services.

## RELATED DOCUMENTS

- 3002 - Group Travel & Expedition Addendum (when applicable)
- 3003 - Custom FIT Travel Addendum (when applicable)
- 3004 - Professional Planning Services Agreement
- 3005 - Booking & Payment Authorization Agreement
- 3006 - Travel Insurance Acknowledgment and Coverage Status
- Applicable itinerary-specific terms, supplier terms, waivers, and authorizations

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## **ARTICLE 1 - INTRODUCTION & DEFINITIONS**

**Why This Matters.** Understand who this Agreement covers, what its terms mean, and how it becomes binding.

### **1.1 Agency Definition**

This Agreement governs services provided by Scuba X Travel, Inc. dba SXT Adventures. SXT, the Agency, we, us, and our mean that company, not an individual. Authorized representatives act on its behalf. Aquatic Outfitters, LLC dba Scuba Schools of America (SSA) is a separate associated business. Protection for SSA and representatives is stated in the Guest Participation Authorization.

### **1.2 Client Definition**

“Client,” “Guest,” “Traveler,” “Participant,” and “you” mean a person whose travel or related services SXT arranges. These terms also include a person who requests services, authorizes work, pays, or arranges travel for someone else.

### **1.3 Travel Services Definition**

“Travel Services” means travel planning, bookings, trips, events, and related assistance arranged by or through SXT. References to a “Trip,” “Itinerary,” “Tour,” “Package,” “Expedition,” or “Travel Arrangements” are included in this definition.

### **1.4 Supplier Definition**

A “Supplier” is an independent provider of travel or related services. Examples include airlines, accommodations, tour and dive operators, guides, insurers, and authorities that issue permits or entry documents.

### **1.5 Acceptance of Agreement**

SXT supplies this Agreement before acceptance or paid work. One final signature applies to the supplied documents and completed acknowledgments. SXT retains accepted copies, editions, and signing records and provides copies. Schedule A does not accept undisclosed terms. Accept the completed invoice packet before trip payment; automatic payments require separate authorization.

### **1.6 Authority for Additional Travelers**

A person arranging or paying for others must be at least eighteen and have authority for those arrangements. Share the supplied terms and requirements with each traveler. Each adult provides their own participation authorization and insurance election; booking authority does not replace these. Minors follow the applicable guardian process.

### **1.7 Applicability**

This Agreement applies to individual and group trips, hosted or unhosted, with the documents supplied and accepted for the service. Schedule A explains the process; the completed trip schedule identifies participation requirements. Separately invoiced arrangements need their own disclosures and authorization. Article 25 governs specific terms and later changes. Non-waivable rights remain protected.

## **ARTICLE 2 - PROFESSIONAL PLANNING SERVICES**

**Why This Matters.** Understand what your planning fees pay for and how they differ from trip costs.

### **2.1 Professional Planning Services**

SXT provides travel advice, itinerary design, research, booking support, and coordination. The planning agreement or proposal describes the services included for your trip.

### **2.2 Professional Planning Fees**

Professional Planning Fees pay for your advisor’s time and expertise, including research, recommendations, itinerary development, and coordination.

### **2.3 Separate From Travel Costs**

Planning fees are separate from the cost of your trip, Supplier charges, taxes, and government or permit fees. They are not automatically credited toward a booking.

### **2.4 Earned and Non-Refundable**

Professional Planning Fees are earned as services are performed and become non-refundable once work has commenced, even if you do not ultimately book or travel, subject to applicable law. Your planning agreement identifies the fee and when work begins.

### **2.5 Discretionary Courtesy**

SXT or your advisor may offer a booking credit, upgrade, or other courtesy. A courtesy offered for one booking does not create a right to the same benefit for another.

### **2.6 No Guarantee of Availability**

Payment of a Professional Planning Fee does not guarantee Supplier availability, pricing, permit issuance, visa approval, or confirmation of any Travel Service.

### **2.7 Intellectual Property**

SXT owns the itineraries, proposals, research, recommendations, and other planning materials it creates, unless agreed otherwise in writing. Your permitted personal use is described in Section 2.8.

### **2.8 Restrictions on Use**

You may use SXT-created materials for your trip and share them with fellow travelers, family, and providers involved in those arrangements. Commercial reuse, publication, or use to obtain competing quotes or independent bookings requires SXT's prior written consent.

## **ARTICLE 3 - TRAVEL DOCUMENTATION & CONCIERGE SERVICES**

**Why This Matters.** Understand the assistance SXT may provide, its fees, and the limits of its role in obtaining travel documents.

### **3.1 Documentation Assistance**

SXT may help prepare, review, submit, or track travel documents and applications. Your service agreement identifies the assistance included. The issuing authority makes the final decision.

### **3.2 Concierge Service Fees**

Documentation and concierge fees pay for SXT's professional work. They are separate from fees charged by governments, issuing authorities, and Suppliers.

### **3.3 No Guarantee of Approval**

SXT cannot issue or approve visas or permits, guarantee processing times, or guarantee admission to a destination or regulated activity.

### **3.4 Non-Refundable Service Fees**

Documentation and concierge fees are earned as services are performed. Fees for work performed remain non-refundable regardless of the application outcome or an authority's or Supplier's decision, subject to applicable law. Your service agreement identifies the fees and any applicable cancellation terms.

### **3.5 Client Responsibility**

The Client must provide complete, accurate, and timely information and review submitted documentation for accuracy. SXT is not responsible for denied applications or entry, processing delays, fines, missed travel, or other losses arising from inaccurate, incomplete, late, or omitted information provided by the Client.

## **ARTICLE 4 - RESERVATIONS, PAYMENTS & FINANCIAL RESPONSIBILITY**

**Why This Matters.** Understand when your reservation is confirmed and which authorized costs you are responsible for.

### **4.1 Reservation Confirmation**

Reservations are not confirmed until the required deposit, payment, or other consideration identified by the Agency has been received and accepted and the applicable Supplier has confirmed the reservation.

### **4.2 Financial Responsibility**

You are responsible for the travel costs, professional fees, and related charges you authorize through SXT, including applicable taxes and government fees.

### **4.3 Authority to Incur Commitments**

Once you authorize SXT to proceed, we may make bookings, purchase permits, issue tickets, or enter into Supplier commitments for your trip. You remain responsible for the authorized charges.

### **4.4 Failure to Pay**

If required payment is not received on time, SXT may suspend services, withhold documents, cancel reservations, or decline future bookings. Cancellation may include release of inventory or removal from a group trip. Section 5.3 sets out the automatic late fees.

### **4.5 Supplier Charges and Client-Requested Changes**

You are responsible for Supplier penalties and other costs caused by changes you request, delays, or missing information. These may include rebooking charges or increased travel costs.

### **4.6 Errors and Corrections**

SXT may correct clear pricing, clerical, or system errors. We will explain any correction that materially affects your booking and obtain your written approval before making a new commitment or charge based on it. A correction does not remove refund or other rights required by law.

## **ARTICLE 5 - PAYMENT PLANS, LATE PAYMENTS & PAYMENT SCHEDULES**

**Why This Matters.** Following your payment schedule helps protect your reservations and avoid late fees and additional Supplier charges.

### **5.1 Courtesy Payment Plans**

SXT may offer installment payment schedules for select trips without stated interest. Your booking records identify the installments and applicable fees. These schedules do not change Supplier payment deadlines or the late-payment rules below. Installments do not limit cancellation responsibility to amounts already paid. Each installment follows Section 9.4; its 72-hour non-refundability clock is separate from the late-fee threshold.

### **5.2 Payment Deadlines**

Before accepting trip-specific terms or making payment, review each amount, purpose, due date, due time, and time zone in your invoice packet. Payment records use the same schedule. Payment must arrive by the deadline. The 72-hour late-fee threshold does not extend it or protect reservations from Supplier cancellation. Reminders do not change the deadline.

### **5.3 Automatic Late-Fee Schedule**

If a scheduled payment remains unpaid seventy-two (72) hours after its deadline, a \$50 late fee is added automatically. Another \$50 is added every seven (7) calendar days thereafter until SXT receives the full past-due balance and accrued late fees, subject to applicable law.

### **5.4 Consistent Application**

The schedule applies to every late occurrence, including the first. The first late fee will not be waived. Contact SXT before the due date if you expect difficulty. A revised payment schedule takes effect only if

SXT confirms it in writing before the applicable deadline, subject to Section 25.5.

### **5.5 Loss of Payment Plan Privileges**

Repeated late payments may lead to loss of the payment plan, an earlier deadline for the remaining balance, suspended services, or cancellation of reservations. SXT may also remove a traveler from a group departure or decline future payment plans.

### **5.6 Impact of Late Payments**

Late payments can cause lost pricing or reservations and additional Supplier charges. All overdue amounts and accrued late fees must be paid before SXT can maintain or reconfirm a booking. You are responsible for costs caused by late payment, subject to applicable law.

### **5.7 Returned or Failed Payments**

A pending or failed transaction does not confirm receipt of payment. Check its status and promptly report errors to your advisor. Actual bank or processor charges apply only as disclosed and permitted by law. Section 5.3 applies if payment remains unpaid, subject to law.

### **5.8 Automatic or Manual Payments**

Where offered, choose automatic payments or pay manually through your guest account by each deadline. Automatic payments require separate authorization showing amounts, dates, method, and revocation instructions; you receive a copy. Revocation does not cancel your booking or amounts due; arrange another payment method. Before paying manually, check for scheduled or pending automatic payments to avoid duplicate charges.

## **ARTICLE 6 - PRICING, AVAILABILITY & CURRENCY FLUCTUATIONS**

**Why This Matters.** Understand when your price is confirmed and how availability, market changes, and Supplier charges may affect it.

### **6.1 Availability and Confirmation**

Quoted prices and proposed arrangements depend on availability until the Supplier confirms them and required deposits are received. Prices will include mandatory charges as required by law. Your booking records will identify included charges, optional purchases, and any separately payable government charges permitted by law.

### **6.2 Foreign Currency and Market Factors**

Prices may depend on foreign exchange rates, fuel costs, taxes, regulatory fees, and Supplier operating costs. These factors can change before confirmation.

### **6.3 Supplier and Government Increases**

SXT will communicate a revised cost before requesting approval or additional payment. Increases after confirmation apply only under terms disclosed and accepted for your booking or as required by law. A new charge or commitment outside those accepted terms requires your written approval.

### **6.4 Promotions and Limited Offers**

Promotions, discounts, early-booking incentives, group prices, and special offers may be changed, withdrawn, or become unavailable before confirmation. SXT is not responsible for unavailable promotions, sold-out inventory, or Supplier pricing changes.

## **ARTICLE 7 - GOVERNMENT FEES, PERMITS & REGULATORY CHARGES**

**Why This Matters.** Review permit availability and government charges, including fees that may become non-refundable immediately upon purchase.

### **7.1 Regulatory Charges**

Your trip may require government or conservation fees, permits, visas, or entry authorizations. The charges that apply will be identified in your trip or booking records.

## **7.2 Control by Issuing Authorities**

These fees and requirements are established and controlled by governments, conservation authorities, park agencies, tourism boards, and other issuing entities. SXT does not control their amount, availability, timing, or rules.

## **7.3 Immediate Non-Refundability**

Certain permits and fees become non-refundable immediately upon purchase, regardless of cancellation date, medical circumstances, weather, transportation disruptions, nonuse, or any other reason.

## **7.4 Limited Availability**

Permits may be limited by quotas, seasonal closures, conservation rules, or regulatory changes. Availability cannot be guaranteed.

## **7.5 Agency Disclaimer**

Issuing authorities control permits, fees, and access restrictions. SXT is not responsible for their decisions or delays. You remain responsible for resulting costs, subject to applicable law.

## **ARTICLE 8 - AIRFARE**

**Why This Matters.** Understand airline restrictions, your travel responsibilities, and SXT's role when flight arrangements change.

### **8.1 Airline Rules**

Airfare is governed by the rules, restrictions, conditions, and contracts imposed by the applicable airline, consolidator, or ticketing authority.

### **8.2 Ticket Restrictions**

Unless expressly confirmed otherwise in writing, airline tickets are generally non-refundable, non-transferable, and subject to penalties or complete loss of value once issued.

### **8.3 Airline Changes**

Airlines may change schedules, routes, equipment, operating carriers, baggage rules, seats, and fare conditions without notice.

### **8.4 Airline Operations**

Airlines control their operations. SXT is not responsible for airline disruptions or failures, including delays, cancellations, missed connections, baggage problems, or insolvency. Your applicable refund and other legal rights remain protected under Section 8.7.

### **8.5 Client Responsibilities**

The Client must comply with carrier check-in, identification, travel-document, baggage, and timing requirements. Failure to appear, cancel before departure, or meet those requirements may result in loss of ticket value under accepted fare rules and law. Missing a segment may affect later segments and cause charges for which the Client is responsible under the accepted terms and applicable law.

### **8.6 Agency Advocacy**

SXT will seek available refunds, vouchers, credits, or rebooking on your behalf whenever possible within its role. Alternatives requiring your acceptance need separate informed written authorization by email, text, or another written record. Oral authorization is insufficient. We cannot require a Supplier to grant an exception or accommodation.

### **8.7 Non-Waivable Airline Refund Rights**

Airline cancellation or a qualifying significant change may require a refund even for nonrefundable airfare. Nothing in this Article or the cancellation form converts those events into voluntary guest cancellation or waives applicable refund or disclosure rights. When a cash refund is legally due, choosing a voucher, credit, or rebooking instead requires a separate informed choice after disclosure of the refund

right and the alternative's material conditions. SXT will fulfill duties applying to its role; obtaining a form or acknowledgment does not delay a legally required refund.

## **ARTICLE 9 – CANCELLATIONS & REFUNDS**

**Why This Matters.** Understand how to cancel, which charges may apply, and how available refunds or other recovery are handled.

### **9.1 Written Cancellation Required**

Use SXT's Trip Cancellation Request for individual, group, or custom trips. If the form is unavailable, send a clear written request to [hello@sxtadventures.com](mailto:hello@sxtadventures.com). Identify the trip, affected travelers, and services to cancel. Separately billed airfare or other travel must be expressly identified; contact the provider directly for independently booked travel. The requesting adult must be authorized for each affected traveler. SXT may verify authority for other adults or parental or legal authority for minors.

### **9.2 Effective Date**

A complete written request takes effect for SXT's records when received through the designated channel. SXT will acknowledge receipt and clarify missing scope or authority; acknowledgment does not delay the receipt date. Receipt is not Supplier cancellation. Supplier deadlines and notice requirements still apply. After-hours and out-of-office periods may delay processing, not the recorded receipt date or legal deadlines. For imminent deadlines, also use the urgent contact in your booking records or call (720) 772-1843.

### **9.3 Non-Refundable Professional Fees**

Planning fees follow Section 2.4. Documentation and concierge fees follow Section 3.4. Your service agreement or booking records identify other fees and their cancellation treatment. All remain subject to applicable law.

### **9.4 Deposits Installments, and Cancellation Charges**

For voluntary guest cancellations, each trip deposit or installment payment becomes non-refundable seventy-two (72) consecutive hours after SXT receives that payment, subject to the recovery provisions and legal rights in Section 9.9. Each payment has its own clock; later payments do not restart earlier deadlines. There is no penalty-free cancellation period. Cancellation charges disclosed and accepted before payment may apply immediately, including during the first 72 hours.

Before acceptance or payment, your booking summary or invoice identifies the cancellation periods and charges, the basis for percentage charges, and whether professional or other fees are included or additional. It records each payment's receipt time and exact non-refundability deadline in Pacific Time. Disclosed cancellation responsibility may exceed amounts paid, up to the full trip price where expressly stated and accepted. Retained payments count toward applicable charges, not in addition to the same charges. A valid remaining balance stays due. A cancellation request creates no new fee, acceptance of new terms, or payment authorization.

### **9.5 Group, Custom and Specialty Travel**

Group, custom, and specialty trips may carry substantial cancellation penalties, including loss of all amounts paid. Your booking records or applicable addendum identify the penalty amounts and deadlines for your trip.

If disclosed and accepted before booking, a cancelling traveler is responsible for actual, documented shared-room cost increases caused by cancellation, only to the extent permitted by law. These may include a Supplier-imposed single supplement for the remaining guest. The invoice or trip addendum must identify the allocation and amount or calculation method. SXT will itemize the increase, deduct related refunds, credits, and avoided costs, and not charge the same loss twice or recover it from multiple travelers. New costs outside accepted terms require separate written agreement. A cancellation request creates no obligation or retroactive terms.

## **9.6 Reasonable Assistance; No Guarantee of Recovery**

SXT will provide reasonable assistance with available refunds, vouchers, credits, transfers, or rebooking whenever possible within its role. SXT cannot guarantee recovery, timing, or a Supplier's decision. Submit insurance questions and claims promptly to your insurer or licensed provider; applicable deadlines still apply. Canceling travel does not cancel insurance. Insurance does not guarantee payment or replace available refunds or other legal rights.

## **9.7 Reservation Transfers**

A transfer or resale requires separate written approval from SXT and each affected Supplier. Availability, eligibility, name-change rules, and fees determine whether it is possible. Offered transfers or credits have separately documented terms and authorization. A cancellation request approves no transfer. Canceled inventory may be released; reinstatement may be unavailable or cost more. Request withdrawal promptly in writing; SXT will confirm whether it remains possible.

## **9.8 Duty to Mitigate and Cooperate**

Tell SXT promptly about a change or problem that may affect your trip. Take reasonable steps to limit losses and provide information needed by SXT, Suppliers, insurers, or other parties reviewing a claim.

## **9.9 Applicable Refund Rights**

Refund rights and other remedies required by law remain protected; this policy does not convert SXT or Supplier nonperformance into voluntary guest cancellation. SXT will communicate recoveries received on your behalf and provide reasonable assistance with the refund process.

If a Supplier grants a refund exception or canceled space is successfully resold, SXT will reconcile actual refunds, resale recoveries, credits, and avoided costs against the cancellation charges for that booking. This reconciliation also applies to payments retained under the 72-hour rule. Only valid, previously disclosed and accepted charges may remain, subject to applicable law. Retained payments count toward those charges; SXT will not collect the same charge or recover the same loss twice. SXT will provide an itemized calculation of any refund, credit, or remaining valid balance. Recovery is not guaranteed, and resale alone does not promise a full refund. Supplier processing or recovery delays do not extend a legally required refund deadline.

## **ARTICLE 10 - TRAVEL INSURANCE**

**Why This Matters.** Understand insurance choices, coverage limitations, and the acknowledgment required before booking payment.

### **10.1 Recommendation and Separate Coverage Requirements**

SXT strongly recommends comprehensive travel insurance. Purchase through SXT is optional and is not a condition of buying another SXT product or service. A lawful supplier or activity requirement to hold specified coverage will be identified before commitment, with the source, evidence deadline, and participation consequences. Declining an optional policy does not waive that requirement or establish that existing coverage satisfies it.

### **10.2 Potential Source of Recovery**

Travel insurance may be an important or primary source of recovery for covered losses when other remedies are unavailable. It is not your exclusive remedy and does not replace rights under applicable law. A policy does not cover every event or guarantee payment. Coverage depends on its terms, exclusions, limits, purchase deadlines, and claims requirements.

### **10.3 Agency Role**

SXT may provide general plan information or access to quotes under its authorized role. We do not underwrite insurance, decide claims, or guarantee payment. Unless individually licensed, SXT representatives are not qualified or authorized to answer technical questions about benefits, exclusions, or conditions, or evaluate existing coverage. Direct those questions to the insurer or licensed agency identified in the insurance materials.

For insurance purchased independently of SXT or its affiliated licensed agency, SXT does not review, interpret, evaluate, recommend, administer, or assist with claims under the policy. Direct those questions to its insurer or the licensed professional who supplied it. SXT may record identifying information for administrative or emergency-contact purposes only. Receipt is not review, approval, endorsement, or an assurance that a policy covers any event, expense, activity, or claim, or satisfies every trip requirement. Supplier-required evidence follows the separately disclosed supplier process; SXT does not certify coverage. Duties imposed by law remain unchanged.

#### **10.4 Client Responsibility**

Review coverage, exclusions, purchase deadlines, pre-existing-condition provisions, limits, and claims requirements with the insurer or licensed provider. Your booking records will identify any trip-specific insurance requirement and the deadline for providing evidence of coverage. SXT records your reported purchase or issuance information, pending decision, or decision to decline; an acknowledgment does not certify that coverage is adequate.

#### **10.5 Declining or Delaying Coverage**

A Client who declines or delays insurance may remain responsible for losses not otherwise recoverable. Declination does not make a charge valid, excuse a failure to perform an accepted duty, or remove an available refund or non-waivable remedy. SXT does not become an insurer or guarantor of uninsured losses because insurance is declined.

#### **10.6 Separate Acknowledgment**

SXT automatically supplies the Travel Insurance Acknowledgment and Coverage Status to every adult guest. Its acknowledgment and current-status selection are required before completing Master Agreement signing and before the initial deposit or any other booking payment is accepted. A pending decision or quote does not create coverage. For outside policies, SXT records reports or issuance information only; Section 10.3 governs its role. For an independently purchased policy, SXT records the guest's report and any supplied identification or issuance record, not a coverage assessment. Missing documentation is labeled guest-reported, documentation pending; this describes SXT's records, not whether a policy exists. The acknowledgment remains effective without a later decline form. A later issuance record updates the administrative status for the identified travelers and trip without deleting the signed acknowledgment or establishing retroactive or comprehensive coverage. SXT retains the original acknowledgment, actual quotes and provider-approved disclosures, and later identification or issuance records together. A general packet signature does not authorize insurance purchase, cancel a policy, or waive an activity coverage requirement. Purchase through SXT remains optional.

### **ARTICLE 11 – SUPPLIER RESPONSIBILITY**

**Why This Matters.** Understand the difference between SXT's agreed services and those provided by independent Suppliers.

#### **11.1 Agency Role**

SXT plans and coordinates travel and may also undertake hosting, instruction, equipment-rental arrangements, or limited activity guidance or supervision through its employees or engaged independent contractors. Booking records and activity briefings identify the agreed services and providers. Independent Suppliers provide other underlying services; using a contractor does not, by itself, remove duties imposed on SXT for its own undertaken services.

#### **11.2 Independent Suppliers**

Examples include airlines, accommodations, tour and dive operators, cruise lines, transportation providers, guides, insurers, and government or permit authorities. Other independent providers may also be involved.

#### **11.3 No Operational Control**

An independent Supplier operates and controls its own service, personnel, equipment, and facilities

except to the extent SXT actually undertakes or controls a service. Planning or arranging a charter alone does not make SXT the vessel operator. The actual arrangements and applicable law determine responsibility; a provider's label alone does not remove SXT's duties.

#### **11.4 Supplier Liability**

Each Supplier has its own booking terms, safety procedures, and participation requirements. SXT is not responsible for a Supplier's acts, failures, or resulting losses, except where applicable law requires otherwise. Supplier terms may apply alongside this Agreement.

#### **11.5 Hosted Experiences and Agency-Sponsored Activities**

SXT may host or coordinate events and excursions and provide activity services through employees or engaged contractors. Separate independent operators may provide boat operations, diving, transport, or other services. The trip information and briefing identify who does what. A host's presence alone does not promise continuous personal supervision; Section 15.9 governs activity roles and supervision.

#### **11.6 No Warranty of Supplier Performance**

SXT cannot guarantee a Supplier's performance, safety, suitability, or continued operation. We may help you seek available remedies, but cannot compel a Supplier to provide them.

### **ARTICLE 12 - SUPPLIER FINANCIAL FAILURE**

**Why This Matters.** Understand SXT's role and the potential recovery options if an independent Supplier cannot fulfill its obligations.

#### **12.1 Independent Businesses**

Suppliers operate independently, and SXT does not control or guarantee their financial health, continued operation, or solvency.

#### **12.2 No Agency Liability**

SXT is not responsible for losses caused by a Supplier's insolvency, closure, or inability to perform, except as required by law.

#### **12.3 Potential Remedies**

Any recovery is governed by applicable Supplier policies, insurance, payment-processor or financial-institution protections, and law. SXT may assist with available remedies but cannot guarantee recovery.

### **ARTICLE 13 - FORCE MAJEURE**

**Why This Matters.** Understand how events beyond anyone's control may affect your itinerary, costs, and available remedies.

#### **13.1 Events Beyond Reasonable Control**

SXT is not responsible for losses, delays, cancellations, interruptions, substitutions, modifications, or expenses caused by events beyond its reasonable control.

#### **13.2 Examples**

Examples include severe weather or natural disasters; disease outbreaks; government restrictions; conflict or civil unrest; labor or transport disruptions; and closures or other failures beyond SXT's reasonable control. Other comparable events may also qualify.

#### **13.3 Necessary Modifications**

Events beyond reasonable control may require changes to your itinerary or cancellation of part or all of a trip. SXT will communicate material changes and available options as reasonably practicable. Supplier terms and applicable law govern refunds and other remedies.

#### **13.4 Remedies**

Refunds, credits, vouchers, and other remedies remain governed by applicable Supplier policies, insurance, and law. SXT is not responsible for incidental or consequential expenses, lost enjoyment, or

additional travel costs arising from a Force Majeure event.

### **13.5 Travel Advisories**

Government travel advisories and notices are informational and do not automatically create a right to cancel, receive a refund, or modify Supplier penalties. The Client is responsible for reviewing advisories and deciding whether to travel, subject to applicable Supplier and Agency terms.

Questions?

Articles 6-13 address pricing, permits, air, cancellations, insurance, Suppliers, and events outside anyone's control. Your Advisor is available to explain how these provisions apply to your specific itinerary.

## **ARTICLE 14 - PASSPORTS, VISAS & ENTRY REQUIREMENTS**

**Why This Matters.** Verify your travel documents and entry eligibility with official sources before departure.

### **14.1 Client Responsibility**

The Client is solely responsible for obtaining, maintaining, reviewing, and carrying all travel documentation necessary for participation in Travel Services.

### **14.2 Required Documentation**

Required documents may include passports, visas or entry authorizations, health records, government forms, and activity certifications. The documents needed depend on your itinerary, nationality, transit points, and participation requirements.

### **14.3 Validity Requirements**

Check the requirements for every destination and transit point. Some require six months of passport validity beyond travel, blank pages, onward tickets, or health records. Carry the required documents and provide any additional information requested by entry authorities.

### **14.4 Courtesy Information**

SXT may share general or itinerary-related requirement information as a courtesy. Because laws and government procedures change, the Client must verify current requirements with official destination authorities and, when applicable, the U.S. Department of State and Centers for Disease Control and Prevention.

### **14.5 Consequences**

Missing or inaccurate documents can lead to denied boarding or entry, delays, quarantine, deportation, or missed travel. SXT is not responsible for authorities' decisions or resulting losses, except as required by law.

## **ARTICLE 15 – HEALTH, FITNESS & PARTICIPATION REQUIREMENTS**

**Why This Matters.** Review activity qualifications, health needs, and access to medical care before deciding whether a trip is suitable for you.

### **15.1 Participation Requirements**

Adventure travel may include diving, safari activities, hiking, boat travel, or other physical activities. Remote locations, environmental conditions, and limited medical care may add risk. Review the requirements for your specific itinerary before booking.

### **15.2 Client Assessment**

The Client is responsible for determining whether they are physically, mentally, emotionally, and medically capable of participating.

### **15.3 Medical Advice**

SXT does not provide medical advice and makes no representation concerning a Client's ability to

participate safely.

#### **15.4 Medical Consultation and Disclosure**

Consult a qualified medical professional about safe participation. Tell SXT early about health, mobility, dietary, or other needs that materially affect arrangements and report relevant changes. Provide necessary information through the secure process your advisor identifies. Carry needed personal medication and supplies, allowing for foreseeable delays. These responsibilities do not require a declaration that you have no disability or health condition.

#### **15.5 Safety Decisions**

SXT or a Supplier may require medical clearance, change arrangements, or deny participation when needed for safety. You must meet the activity requirements and provide requested clearances or certifications. Discuss accommodation needs with SXT before booking; availability depends on the itinerary and provider.

#### **15.6 Unused Services**

No refund is due for services not used because of health, fitness, mobility, medical, certification, or participation limitations, except where required by Supplier terms or applicable law.

#### **15.7 Diving and Operator Requirements**

Provide accurate certification, training, and recent-experience information. Complete the applicable SSA, operator, or training-agency medical, safety, and participation forms and any required clearance or assessment before the activity. SXT's authorization and check-in do not replace those forms. Follow briefings, buddy procedures, breathing-gas checks and reserves, and applicable dive limits. Inspect equipment as appropriate to your training and report defects before use; this does not transfer provider maintenance duties to you. Do not participate while impaired or confirm receipt of a briefing that has not occurred. Introductory and training activities follow their program prerequisites and supervision requirements.

#### **15.8 Remote Assistance and Emergency Information**

Medical care, emergency oxygen, rescue, communications, evacuation, or recompression treatment may be limited, delayed, or unavailable. The completed trip schedule identifies known material limitations and assistance contacts. Where insurance evidence is required, provide insurer identification and emergency-assistance details securely; receipt does not certify coverage. Report injuries, unsafe equipment, or urgent concerns promptly when reasonably able; this request does not shorten legal claim deadlines.

#### **15.9 Activity Providers Equipment and Supervision**

SXT may provide instruction or limited in-water guidance or supervision through qualified employees or independent contractors engaged for that task. Required licenses, certifications, and insurance depend on the task and location. The trip information and activity briefing identify the provider and scope; SXT is not solely a booking intermediary when it undertakes an activity service. SSA supplies applicable training records and rental forms separately. Equipment may instead be rented directly from an on-site dive facility or operator under its separate rental terms.

An SXT representative's presence on a boat or in the water does not, by itself, include personal, continuous, or one-to-one supervision. Specifically arranged instruction or supervision has a defined scope and follows applicable safety and training requirements. These limits do not reduce duties attaching to services actually undertaken. Ask before entering the water if you need assistance or are unsure who is responsible for the activity; do not proceed if the available support does not meet your needs.

Rebreather, technical, overhead-environment, solo, or freediving activities are not included merely because diving is listed. Any such activity requires express arrangements, appropriate qualifications, and applicable activity-specific disclosures and forms related to participation.

### **15.10 Pre Departure Participation Check In**

Before departure, complete SXT's brief participation check-in and report relevant changes to health, medications, abilities, qualifications, or other participation information through the designated private process. Continue to report relevant changes before each activity. A change does not automatically exclude participation; follow-up or medical clearance may be needed. This check-in is not medical certification, does not replace current provider or training-agency forms, and does not change accepted financial terms or accept new release terms.

## **ARTICLE 16 - ASSUMPTION OF RISK**

**Why This Matters.** Understand travel and activity risks, including serious injury or death, before choosing to participate.

### **16.1 Inherent Risks**

The Client acknowledges risks that may be known or unknown, foreseeable or unforeseeable, and controlled or uncontrolled.

### **16.2 Examples**

Risks may include:

- Illness, injury, permanent disability, or death
- Wildlife or marine-life encounters
- Diving and snorkeling risks, including drowning, decompression sickness, arterial gas embolism, pressure injury, separation, currents, and equipment or breathing-gas failure; boat and transport incidents
- Falls, equipment failure, remote medical care, or environmental exposure
- Weather events and natural disasters
- Political instability, crime, theft, or property loss
- Actions or omissions of third parties

### **16.3 Voluntary Participation**

The Client voluntarily assumes the risks associated with Travel Services, activities, excursions, expeditions, and transportation coordinated by SXT.

### **16.4 Personal Responsibility**

The Client accepts responsibility for their own decisions, conduct, safety, equipment, compliance, and participation.

### **16.5 Wildlife and Natural Conditions**

Wildlife behavior, sightings, proximity, migration, weather, water visibility, diving conditions, environmental conditions, and photographic opportunities are unpredictable. No particular encounter, condition, or outcome is guaranteed.

## **ARTICLE 17 – PHOTOGRAPHY, VIDEO & MARKETING MATERIALS**

**Why This Matters.** Understand your optional marketing-media permission and how to request withdrawal or removal.

### **17.1 Agency Media Use**

SXT regularly captures and uses photographs, video, audio, testimonials, reviews, written comments, and social-media content during Travel Services.

### **17.2 Grant of Rights**

Marketing use of an identifiable Client's image, voice, or testimonial requires a separate affirmative permission. If the Client selects the optional media permission in the signing section, the Client grants SXT a non-exclusive, royalty-free right to use media captured during this trip for the purposes below. Declining permission does not affect participation. No permission is inferred from accepting the

Agreement or release.

### **17.3 Permitted Uses**

With permission, SXT may use the media on its website, social media, advertising, and educational or promotional materials. Permission does not authorize an unrelated third party's own marketing use or a misleading endorsement. Operational or incident documentation is addressed separately under applicable law and privacy practices.

### **17.4 No Compensation**

No compensation, royalty, approval right, or other payment is due for permitted use.

### **17.5 Opt-Out and Removal Requests**

The Client may contact SXT to withdraw marketing permission for future uses or request removal from SXT-controlled channels. SXT will review requests in good faith. Withdrawal may not undo printed materials already distributed or copies beyond SXT's control. SXT will explain practical limitations; applicable privacy rights remain protected.

### **17.6 Exceptional Safety Concerns**

Tell SXT before travel about personal-safety or privacy concerns so reasonable arrangements can be discussed. SXT cannot control every other traveler's photograph or publication. SXT marketing permission does not authorize unnecessary disclosure of passports, medical information, or private guest records.

## **ARTICLE 18 - ELECTRONIC COMMUNICATIONS & SIGNATURES**

**Why This Matters.** Understand electronic signing, notice delivery, and how to stay informed about your booking.

### **18.1 Electronic Delivery and Consent**

Electronic signing is optional; ask your advisor about handwritten signing. Consent to sign electronically is separate from consent to receive legally required written notices electronically. Before obtaining that delivery consent, SXT will provide applicable paper-copy options, withdrawal and contact-update procedures, any charges or consequences, and access and retention requirements. Where required, the process will demonstrate your ability to access the electronic records.

### **18.2 Legal Equivalency**

Electronic signatures and affirmative online acknowledgments may have the same legal effect as handwritten signatures, as permitted by law. SXT's acceptance process will identify the documents and versions accepted, record the acknowledgment, and provide a copy. Consent to this Agreement is separate from authorization for automatic payments.

### **18.3 Communication Timing**

SXT sends booking communications to the email address or portal you provide. We will address known delivery failures and use any notice method required by law or your accepted booking terms. Transmission alone does not replace a legally required receipt, acknowledgment, or consent.

### **18.4 Client Contact Information**

Keep your contact details current and check the email or portal used for your booking. Tell SXT promptly if expected documents or notices are missing. Your booking records will identify your advisor's contact details, business hours and time zone, urgent-assistance contacts, and the assistance included. Do not assume continuous monitoring or 24-hour support unless expressly confirmed. In an immediate emergency, contact local emergency services first.

### **18.5 Record Retention**

SXT retains the actual accepted document copies and editions, completed trip disclosures, acceptance records, payment authorizations, and relevant communications under its retention policy. A website

update must not overwrite an existing booking's accepted documents. Guests receive copies; record delivery and address known failures. These records may support claims or good-faith payment-dispute responses, subject to privacy and applicable law.

## **ARTICLE 19 – CREDIT CARD DISPUTES & CHARGEBACKS**

**Why This Matters.** Understand how to raise billing concerns and how SXT documents charges while preserving your non-waivable rights.

### **19.1 Client Acknowledgment**

Authorized bookings may involve immediate Supplier commitments. Professional fees are earned and cancellation charges apply as described in Articles 2, 3, and 9 and your accepted booking documents. Authorization alone does not make every charge non-refundable.

### **19.2 Agreement Not to Improperly Dispute Charges**

Do not knowingly submit false or misleading information in a payment dispute. Contact SXT promptly so we can review your concern; doing so does not extend an issuer's deadline. Nothing here prevents a good-faith dispute or exercise of rights available under applicable law or your payment-provider agreement.

### **19.3 Legitimate Billing Rights**

Nothing in this Agreement limits a non-waivable right to report an unauthorized charge or assert a billing-error right under applicable law.

### **19.4 Supporting Documentation**

SXT may respond to a payment dispute with relevant acceptance, payment, booking, and communication records. These may include Supplier terms, cancellation requests, and insurance acknowledgments.

### **19.5 Continuing Responsibility and Recovery**

A pending or completed payment dispute does not extinguish amounts properly owed. SXT may suspend services, deny future bookings, pursue collection, and recover improperly disputed funds and related administrative, collection, legal, and Supplier costs where permitted by law.

## **ARTICLE 20 - PARTICIPANT CONDUCT**

**Why This Matters.** Understand the conduct expected during your trip and the consequences of unsafe or disruptive behavior.

### **20.1 Expected Conduct**

Participants must act lawfully, safely, and respectfully toward fellow travelers, guides, crews, Suppliers, local communities, wildlife, cultural resources, protected areas, and SXT representatives.

### **20.2 Grounds for Removal**

SXT or an applicable Supplier may restrict, suspend, or terminate participation for conduct that is:

- Unsafe, illegal, abusive, harassing, or threatening
- Intoxicated, reckless, disruptive, or detrimental to others
- Environmentally harmful or culturally disrespectful
- In violation of Supplier rules, local law, or conservation requirements

### **20.3 Costs of Removal**

Transportation, accommodation, repatriation, legal, Supplier, or other costs arising from removal are the participant's responsibility.

### **20.4 No Refund**

Travel Services lost or unused because of conduct-related removal or restrictions are non-refundable, except where Supplier terms or applicable law require otherwise.

Questions?

Articles 14-20 address documents, health, participation risks, media, electronic records, payment disputes, and conduct. Please contact your Advisor before signing if any point is unclear or raises a concern.

## **ARTICLE 21 – LIMITATION OF LIABILITY**

**Why This Matters.** Review the limits on SXT’s liability and the claims and rights these limits do not remove.

### **21.1 Maximum Liability**

To the fullest extent permitted by law, SXT’s aggregate liability arising from any Travel Service is limited to the amount actually paid directly to SXT for the specific Agency services giving rise to the claim.

### **21.2 Excluded Damages**

To the fullest extent permitted by law, SXT is not liable for:

- Consequential, incidental, indirect, special, exemplary, or punitive damages
- Emotional distress, personal disappointment, or loss of enjoyment
- Lost profits, business opportunities, vacation time, or future benefits

### **21.3 Supplier Claims**

The Client acknowledges that SXT primarily coordinates services provided by independent Suppliers and preserves any available claims directly against the responsible Supplier, subject to that Supplier’s terms and applicable law.

### **21.4 Liability That Cannot Be Limited**

Limitations in this Article do not apply to liability that cannot lawfully be limited or excluded, including liability arising from SXT’s fraud, willful misconduct, gross negligence, or statutory violations to the extent provided by applicable law.

### **21.5 Non-Waivable Rights**

Nothing in this Agreement waives a refund, billing-error, consumer-protection, or other right or remedy that cannot lawfully be waived.

## **ARTICLE 22 - GOVERNING LAW & VENUE**

**Why This Matters.** Understand which law and courts apply to disputes, subject to rights that cannot be waived.

### **22.1 Governing Law**

This Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles.

### **22.2 Exclusive Venue**

Any claim, dispute, action, or proceeding arising from this Agreement or Travel Services provided by SXT must be brought exclusively in a state or federal court located in California, subject to any non-waivable law.

### **22.3 Consent**

The parties consent to personal jurisdiction and venue in those courts and waive objections based on forum or inconvenience to the fullest extent permitted by law.

## **ARTICLE 23 – PROFESSIONAL CREDENTIALS, REGULATORY COMPLIANCE & INDUSTRY MEMBERSHIPS**

**Why This Matters.** Understand SXT’s registrations, professional affiliations, and the disclosures provided for your booking.

### **23.1 California Seller of Travel**

Scuba X Travel, Inc. dba SXT Adventures is registered as a California Seller of Travel, CST #2096404.

Registration as a seller of travel does not constitute approval by the State of California.

### **23.2 Travel Consumer Restitution Corporation**

SXT Adventures participates in the Travel Consumer Restitution Corporation (TCRC), subject to applicable law, eligibility requirements, claim procedures, limits, and program terms. Coverage may depend on where the passenger is located when payment is made. SXT will provide the transaction-specific TCRC disclosure applicable to the sale.

### **23.3 Professional Credentials and Affiliations**

SXT maintains IATA professional credentials and a Travel Leaders Network affiliation and may maintain additional Supplier, destination, educational, conservation, and specialty-travel credentials.

### **23.4 Regulatory Updates**

SXT may update descriptions of registrations, credentials, and legal disclosures to keep them accurate. An update does not by itself change the financial or other contractual terms of an accepted booking. Article 25 governs changes to those terms.

### **23.5 Booking-Specific Disclosures**

Schedule A provides general notices and a separate acknowledgment at the inquiry stage. It does not replace transaction-specific disclosures. Before payment for a trip or separately billed service, SXT supplies a completed invoice packet with its name, address and telephone number; itinerary, providers and departure details; total cost, amounts paid, payment purpose, future dates and itemized balance; and cancellation terms. It also includes applicable prompt-refund, purchase-money-protection, and restitution-fund eligibility and claim notices. Any legally required oral notice is provided separately.

## **ARTICLE 24 - SEVERABILITY**

**Why This Matters.** Understand what happens to the remaining terms if a provision cannot be enforced.

### **24.1 Severability**

If any provision is determined to be invalid, unlawful, or unenforceable, it will be modified to the minimum extent necessary to make it enforceable or severed if modification is not possible. The remaining provisions remain in full force and effect.

## **ARTICLE 25 - ENTIRE AGREEMENT, ADDENDA & ORDER OF PRECEDENCE**

**Why This Matters.** Understand which supplied and accepted documents apply to your trip and how later changes are approved.

### **25.1 Entire Understanding**

This Agreement, Schedule A, and the documents actually supplied and accepted for the service or trip form the agreement for that purchase. They may include the completed trip schedule, invoice packet, payment authorization, supplier terms, participation authorization, and insurance decision. General-title references mean the copy supplied and accepted for that trip, not an automatically changing website version. SXT retains the copies and their editions with the acceptance record. Inquiry acknowledgment does not incorporate undisclosed future terms.

### **25.2 Incorporated Addenda**

An individual, group, or custom trip may have additional terms specific to that itinerary. Identify and supply them before acceptance. A completed trip schedule becomes part of the booking documents only when supplied and accepted; blank fields do not accept undisclosed requirements or charges.

### **25.3 Superseding Effect**

The accepted documents replace earlier discussions about the same services. An updated website, later invoice, or new Agreement version does not automatically replace the terms accepted for an existing booking.

## 25.4 Order of Precedence

An accepted term specific to your trip or service controls that subject if documents conflict. Schedule A explains the process; it does not override accepted financial terms. A later invoice does not change earlier terms without the approval required by Section 25.5. Mandatory Supplier terms and non-waivable rights continue to apply.

## 25.5 Written Modifications Only

Changes require written confirmation by an authorized SXT representative. Material changes to price, payment dates, cancellation charges, or agreed services also require your affirmative written acceptance, unless the change is already permitted by your accepted terms or required by law. An oral statement or past practice alone does not change the terms.

## OUR COMMITMENT

We want you to understand your choices and responsibilities and feel prepared for your trip.

### Questions Before You Agree?

Contact your SXT Adventures Travel Advisor about anything unclear before signing or submitting payment.

## ARTICLE 26 - ACKNOWLEDGMENT

**Why This Matters.** Confirm that you have reviewed the supplied terms and had an opportunity to ask questions before signing.

### 26.1 Client Acknowledgment

Complete the final signing section after reviewing the supplied packet. One signature applies to its completed acknowledgments. Participation and the required insurance acknowledgment remain distinct; buying insurance through SXT is optional. Final trip terms and separately invoiced services require acceptance before payment; undisclosed terms and future editions are not accepted here.

By accepting, you confirm that you received this Agreement, had an opportunity to review it and ask questions, and voluntarily agree to its terms. Review specific prices, cancellation charges, and payment deadlines before accepting a purchase. Supplier terms and addenda apply only as supplied and accepted, subject to law.

### 26.2 Purpose of Agreement

This Agreement explains the responsibilities, rights, and procedures for SXT's services. Acceptance alone does not confirm a reservation, create a booking number, or authorize undisclosed charges. Section 4.1 governs reservation confirmation.

## THANK YOU

Thank you for choosing SXT Adventures and trusting us to plan your trip. We look forward to supporting your journey with the guidance and services we have agreed to provide.

We look forward to helping you explore the world - One Adventure at a Time!

- Your SXT Adventures Team

# SXT Guest Participation Authorization

## *Travel and Activity Risks and Liability Release*

**Adult Participant | Version 1.4 | October 10, 2026**

**This adult form must not be used as the sole parent or guardian authorization for a minor. Contact SXT for the applicable minor-participant process.**

Please read this document before signing. It explains participation responsibilities, activity risks, and certain legal rights you are agreeing to release. Contact your SXT advisor if anything is unclear; we want you to feel informed and prepared.

## **1 Who and what this document covers**

This document is issued by Scuba X Travel, Inc. dba SXT Adventures (SXT), the company. It applies to my participation in the individual or group trip and its activities identified on the signing page, whether hosted or unhosted by SXT. In this document, I, me, and my refer to the participant signing below, not to SXT or a company representative.

Released Parties means Scuba X Travel, Inc. dba SXT Adventures (SXT); Aquatic Outfitters, LLC dba Scuba Schools of America (SSA), an associated business expressly included in this release; and each entity's officers, directors, employees, agents, and independent contractors or other authorized representatives engaged for the identified trip or activities, including instructors, guides, hosts, and coordinators, acting within their respective roles. These individuals are protected for their trip-related acts or omissions within those roles, subject to Section 4; no individual is described as the company itself.

SSA is an additional protected party, not the owner of this document. Its inclusion does not establish ownership or control between the entities. Applicable SSA training and rental records are separate, as are forms for equipment rented directly from an on-site provider. This release does not replace required operator, training-agency, medical, or rental documents, or waive their mandatory safety requirements.

SXT may provide instruction or limited in-water guidance or supervision through qualified employees or independent contractors engaged for that task. Required licenses, certifications, and insurance depend on the task and location. The trip information and activity briefing identify the provider and scope; SXT is not solely a booking intermediary when it undertakes an activity service. SSA supplies applicable training records and rental forms separately. Equipment may instead be rented directly from an on-site dive facility or operator under its separate rental terms.

An SXT representative's presence on a boat or in the water does not, by itself, include personal, continuous, or one-to-one supervision. Specifically arranged instruction or supervision has a defined scope and follows applicable safety and training requirements. These limits do not reduce duties attaching to services actually undertaken. Ask before entering the water if you need assistance or are unsure who is responsible for the activity; do not proceed if the available support does not meet your needs.

## **2 My preparation and responsibilities**

I will provide accurate participation information and report relevant changes. I will meet activity prerequisites, obtain required medical clearance, follow reasonable safety directions, and participate within my training, experience, and current abilities. I will not participate while impaired by alcohol or other substances.

For diving, I will accurately report my certification, training, recent experience, and relevant participation information. I will follow the activity provider's briefing, buddy procedures, dive plan, breathing-gas checks and reserves, and applicable depth and other limits. I will complete

pre-use equipment checks appropriate to my training, report defects, and stop or decline a dive if equipment, conditions, or my ability make participation unsafe. These duties do not transfer the provider's maintenance or other legal responsibilities to me. Introductory or training activities require their applicable program supervision and prerequisites; this form does not declare every participant a certified diver.

Rebreather, technical, overhead-environment, solo, or freediving activities are not included merely because diving is listed. Any such activity requires express arrangements, appropriate qualifications, and applicable activity-specific disclosures and forms related to participation.

I will tell the activity leader if I feel unwell, uncomfortable, or unable to continue safely. SXT does not provide medical advice or certify my fitness to participate.

Before departure, complete SXT's brief participation check-in and report relevant changes to health, medications, abilities, qualifications, or other participation information through the designated private process. Continue to report relevant changes before each activity. A change does not automatically exclude participation; follow-up or medical clearance may be needed. This check-in is not medical certification, does not replace current provider or training-agency forms, and does not change accepted financial terms or accept new release terms.

### **3 Activity risks and voluntary participation**

Adventure travel can involve serious risks, including injury, illness, permanent disability, property loss, or death. Depending on the itinerary, these may include water activities, wildlife encounters, falls, equipment problems, transport incidents, severe weather, and delayed medical care or evacuation. Conditions may change unexpectedly.

Scuba diving and snorkeling may involve, but are not limited to, drowning; decompression sickness or arterial gas embolism; pressure-related injury; panic or separation; equipment or breathing-gas failure; currents, changing visibility, and marine-life encounters; temperature exposure; and injuries during boat travel or water entries and exits. Medical care, emergency oxygen, rescue, communications, evacuation, and recompression treatment may be limited, delayed, or unavailable, especially at remote sites. I voluntarily choose to participate and assume activity-related risks to the extent permitted by law.

### **4 Release of travel and activity related claims**

**THIS SECTION RELEASES CERTAIN INJURY AND DEATH CLAIMS, INCLUDING CLAIMS ARISING FROM ORDINARY NEGLIGENCE TO THE EXTENT PERMITTED BY LAW.**

**To the fullest extent permitted by applicable law, I release all Released Parties from claims for personal injury, illness, permanent disability, death, or property damage arising from the identified trip and activities, including claims caused by a Released Party's ordinary negligence in planning, arranging, coordinating, hosting, instructing, guiding, or supervising; supplying or renting equipment; or arranging boat charters or associated transportation. This includes ordinary-negligence claims concerning selection of activity personnel or providers and inspection, maintenance, or fitting of equipment where actually undertaken by a Released Party. It applies to the Released Parties' trip-related acts or omissions within their actual roles, including acts of their employees or engaged contractors for which a Released Party may be legally responsible. It does not deem SXT the operator of every independent service.**

This release does not cover gross negligence, fraud, willful misconduct, or any liability or right that applicable law does not permit me to release. I agree not to pursue claims validly released by this section; that agreement does not extend to claims preserved here. This document binds my estate and legal successors only to the extent permitted by law and does not purport to waive another person's independent rights that I lack authority to waive.

## **5 Responsibility for harm to others**

To the extent permitted by law, I agree to indemnify the Released Parties against third-party claims and reasonable resulting costs to the extent caused by my unlawful conduct, intentional misconduct, or negligent acts during participation. This means responsibility for those defined claims and costs; it is not a promise to pay for every incident on the trip.

This provision does not require me to indemnify a Released Party for its own negligence or misconduct, or for liability that cannot lawfully be transferred.

## **6 Safety decisions and emergency assistance**

SXT or the activity provider may restrict or end participation when reasonably necessary for safety, failure to meet qualifications, unlawful conduct, or serious disruption, subject to applicable law. Any resulting costs or refund treatment remain governed by accepted booking terms and applicable law.

If I cannot communicate in an emergency, I authorize reasonable efforts to contact emergency services and arrange assistance. Availability and response times cannot be guaranteed. Responsibility for medical or evacuation expenses remains subject to applicable law, insurance, and accepted booking terms.

## **7 Booking terms and insurance remain separate**

This document addresses travel and activity risks and related liability. It does not authorize payment or change the price, payment schedule, cancellation charges, or refund terms in my accepted booking documents. It does not incorporate undisclosed future terms.

SXT strongly recommends appropriate travel insurance and, where relevant, diving and evacuation coverage. Purchasing insurance through SXT is optional. Any lawful supplier or activity requirement to hold coverage will be separately disclosed. Insurance does not guarantee recovery.

Nothing here waives a right that cannot lawfully be waived.

## **8 Questions records and enforceability**

I have had an opportunity to ask questions before signing. I will receive a copy of the completed document. If a provision is unenforceable, the remaining provisions continue to apply to the extent permitted by law. This document does not replace other accepted booking documents.

## **9 Master agreement and document relationship**

The related agreement is the SXT Adventures Travel Services Agreement and Guest Terms and Conditions, including the trip-specific disclosures supplied for my trip (Master Agreement). The applicable Master Agreement is the copy SXT provides and I accept for this trip. SXT will retain that copy with my acceptance record and provide a downloadable or printed copy.

The Master Agreement governs booking and financial matters. This waiver specifically addresses the travel and activity risks and liability release described here. Both are subject to applicable law. A later website update or different agreement version does not automatically replace terms I already accepted.

SXT will retain the document versions and acceptance records and provide copies of the documents I accept. Printed copies may be signed by hand.

SXT retains any prior Master Agreement acceptance; an unchecked box creates no new acceptance. In a combined packet, use only its final signing section.

# Travel Insurance Acknowledgment and Coverage Status

*Scuba X Travel, Inc. dba SXT Adventures | Version 1.4 | October 10, 2026*

We want you to travel prepared. SXT automatically provides this acknowledgment before accepting the initial deposit or any other payment for a booking. SXT offers complimentary, no-obligation insurance quotes and strongly recommends appropriate comprehensive travel insurance, including medical, evacuation, and diving coverage where relevant. You may choose any provider. Please ask questions before signing.

## **1 My insurance status before payment**

This acknowledgment is required for every adult guest before completing the Master Agreement signing process and before SXT accepts the initial deposit or any other booking payment. Signing it does not require buying insurance through SXT or automatically record a refusal of insurance. I select my current status below.

Requesting a quote, continuing to consider insurance, or intending to purchase insurance elsewhere does not establish coverage. Unless and until an insurer or licensed agency confirms policy issuance and applicable effective dates, I must not assume that I am insured. A quote, travel payment, or this signature does not purchase insurance. SXT will not arrange purchase without my separate authorization and required insurance payment.

If I proceed with my booking without confirmed coverage, I acknowledge that I may personally bear losses and expenses that insurance might otherwise cover, subject to my accepted booking terms and applicable law. This acknowledgment remains part of my booking record whether I decline insurance, postpone my decision, or intend to purchase elsewhere. No later decline form is needed for this acknowledgment to remain effective.

Purchasing insurance through SXT is optional and is not a condition of purchasing other SXT products or services. This form does not cancel an existing policy or waive a separately disclosed lawful supplier or activity requirement to hold coverage. Contact SXT before signing if a requirement applies or you want more insurance information.

## **2 Risks of delaying or declining coverage**

Without applicable coverage, I acknowledge that I may have to pay cancellation or interruption charges, emergency medical care and evacuation costs, or other travel losses myself. Supplier failure, delays, and baggage loss may also cause losses. Coverage depends on my policy terms, exclusions, limits, and eligibility rules.

I remain solely responsible for valid charges under my accepted booking documents and applicable law. Declining insurance does not remove a refund or other remedy that is otherwise available to me. I do, however, acknowledge that a comprehensive policy may be my only financial recourse.

## **3 Existing coverage and future purchases**

Other insurance may provide similar benefits with different restrictions. Compare the proposed policy with existing life, health, home, automobile, credit-card, or other coverage. Ask your insurer or licensed insurance professional about current coverage. SXT does not certify its adequacy or decide insurance claims, nor will confirmation of comprehensive coverage occur.

A policy issuance record, whether from an SXT-affiliated licensed agency or supplied for an independent purchase, updates my administrative insurance status only for the identified travelers and trip. It supersedes an earlier pending or declined status for those purposes but does not erase this signed acknowledgment or establish coverage for earlier events. SXT does

not approve, certify, or guarantee any policy as covering every situation, activity, expense, or claim. The insurer determines coverage under its policy terms, exclusions, limits, eligibility, and effective dates. Purchase deadlines and time-sensitive benefits still apply.

If I purchase insurance independently of SXT or its affiliated licensed agency, SXT will not review, interpret, evaluate, recommend, administer, or provide claims assistance under that policy. I will only direct coverage and claims questions to the insurer or licensed professional who supplied it. SXT may record the insurer, policy number, insured travelers, and reported dates solely for administrative or emergency-contact purposes. Receiving information or documents is not policy review, approval, endorsement, or an assurance of coverage. SXT does not represent that any policy covers a particular event, expense, activity, or claim, or satisfies every trip requirement. Any supplier-required evidence of insurance follows the separately disclosed supplier process; recording it does not certify coverage. These limits do not remove duties or rights imposed by law.

For an independently purchased policy, SXT records the guest's report and any supplied identification or issuance record, not a coverage assessment. Missing documentation is labeled guest-reported, documentation pending; this describes SXT's records, not whether a policy exists. The acknowledgment remains effective without a later decline form.

### **Insurance offer and disclosure record**

As part of SXT's Concierge Services offered, a guest will be supplied with one or more complimentary insurance quotes for each trip booked. The actual quotes supplied will vary and are determined by the insurance provider and not SXT Adventures. Guests are responsible for the accuracy of information, and the policy's ability to protect them and the financial investment associated with trip participation. Any medical conditions, contraindications, or other information pertaining to the guest and their ability to obtain any or all the quotes supplied are not the responsibility of SXT to supply or verify, prior to quotes being supplied, or policies purchased.

Each actual quote is supplied with its plan information and provider-approved disclosures before the insurance election. If no quote has yet been supplied, this acknowledgment does not confirm receipt or refusal of an unidentified option. The quote materials identify the licensed agency and insurer; those materials and later policy records are retained with this acknowledgment.

### **Questions about insurance**

An SXT representative who is not individually licensed may provide general plan information but is not qualified or authorized to answer technical questions about benefits, exclusions, or conditions, or evaluate existing coverage. Direct those questions to the licensed agency identified in the supplied insurance materials.

The proposed plan may cover the specified trip under its stated benefit periods and conditions. Other policies may provide overlapping benefits with different restrictions. Compare the proposed plan with existing coverage and ask your insurer or licensed agent about that coverage. The attached provider disclosure controls the plan-specific description.

California Department of Insurance consumer assistance: 1-800-927-4357.

## GUEST ACKNOWLEDGMENTS AND SIGNATURE

Read the supplied packet before signing. Each adult signs a separate copy for themselves, including on group trips. A booking contact or group leader does not sign for other adults. No paragraph-by-paragraph initials are required. The insurance acknowledgment and current-status selection are required, including when a decision is pending or an outside policy is reported. Insurance purchase through SXT and marketing permission are optional.

Guest full legal name: \_\_\_\_\_

Trip name: \_\_\_\_\_

Trip dates: \_\_\_\_\_

The trip name and dates identify the trip, not separately arranged arrival or departure travel. No booking number is required for reference.

☐ Master Agreement. I received and reviewed the supplied SXT Adventures Travel Services Agreement and Guest Terms and Conditions, had an opportunity to ask questions, and understand and agree to its terms.

☐ Schedule A. I reviewed its general notices and understand the booking process. This does not accept undisclosed final prices, payment dates, cancellation charges, or transaction-specific notices.

☐ Participation. I reviewed the Guest Participation Authorization, understand the stated risks and responsibilities, and voluntarily choose to participate.

☐ Liability release. I understand the trip and activities may cause serious injury, permanent disability, or death. I read Section 4 of the Guest Participation Authorization and voluntarily agree to its release of certain claims, including ordinary-negligence claims where lawful. Its exceptions remain in effect.

☐ Required insurance acknowledgment. I reviewed the Travel Insurance Acknowledgment and Coverage Status before completing this signing process and making a booking payment. I understand a quote or pending decision is not coverage, and that this acknowledgment remains effective if I delay, decline, or buy elsewhere. I had an opportunity to ask questions. My selection below records my current status only.

**Current status** - select one: ☐ Pending / no purchase confirmed

☐ Decline purchase through SXT ☐ Outside policy reported ☐ Policy issued through SXT

Policy details, if available (insurer, number, travelers and dates): \_\_\_\_\_

☐ Optional marketing-media permission. I grant the permission described in Article 17 for this trip. Leaving this unchecked does not affect participation.

I am at least 18 and sign only for myself. My signature applies to the supplied documents and completed acknowledgments above. I do not accept undisclosed terms. Separately billed travel, insurance purchase, and automatic payments require their own authorizations.

If signing electronically, I intend my electronic signature to sign this packet. This does not itself establish consent to electronic delivery of legally required notices. Handwritten signing is available.

Guest signature: \_\_\_\_\_

Date: \_\_\_\_\_

SXT retains the supplied editions and acceptance record and provides a completed copy. Do not use this adult packet as the sole guardian authorization for a minor.