

The following provisions are designed to protect the customer and SKI ITALY and More, Inc., hereinafter referred to as "SKI IT" The services provided and the respective responsibilities and liabilities are outlined and governed by these **TERMS AND CONDITIONS**. It is the customers complete responsibility to thoroughly read and understand them.

The tour packages outlined in the SKI IT advertising is planned, developed and implemented by SKI IT. Procedures for payment, cancellation and charges are specified herein. In many cases, fees for changes and cancellations reflect fees assessed by vendors providing elements of the package. Groups are responsible for providing these Terms and Conditions to their members.

RESERVATIONS AND PAYMENTS: SKI IT recommends that reservations be made as early as possible to avoid disappointments. All reservations are subject to space availability at the time of booking and include economy air transportation, departure taxes, fuel surcharges and security fees up to \$1,000. per person. SKI IT reserves the right to change any and all schedules with reasonable notice.

HOW TO BOOK: from the U.S. Call SKI IT at (1-781-337-5620) for Booking Assistance

PAYMENTS: Any Group Payments to be made as agreed by the parties.
In lieu thereof payment to be made as follows: Regular Bookings, 50% of trip price as deposit at time of booking
Full payment of any balance due required by October 15, 2009.

Full payment required on all bookings made after October 15, 2009. Specific details regarding payment may be obtained from SKI IT. All bookings are subject to availability. All prices and services specified in SKI IT advertising are subject to change without notice. **SKI IT offers groups One FREE vacation package for every 25 persons booked, excluding departure taxes, fuel surcharges, and airline security fees. SKI IT does not offer cash payments in lieu of earned FREE vacation packages.** Checks for payment should be made payable to: **SKI ITALY and More, Inc.** Payments should be mailed to SKI ITALY and More, Inc., Post Office Box 1, Weymouth, MA 02191, U.S.A. SKI IT also accepts valid Visa and Mastercard payments.

PACKAGE INCLUSIONS/EXCLUSIONS/SUBSTITUTIONS: Packages offered in our 2010 advertising include economy airfare, departure taxes, fuel surcharges, and airline security fees up to \$1,000. per person. Italy airport transfers, lodging accommodations for the selected number of nights, specific meals, ski pass, and other features and options as described in SKI IT's advertising or on SKI IT's website at www.skiing-italy.com The customer is responsible for any and all other costs or expenses associated with a trip package. All prices, unless otherwise stated, are per person based on double occupancy. SKI IT reserves the right, at any time, to substitute comparable alternative lodging, to reasonably alter or substitute scheduled itineraries, or to do both.

PRICE CHANGE/PRICE GUARANTEE: Prior to receipt of deposit, package prices are subject to change without notice. Upon receipt of deposit within the specified time periods package pricing is guaranteed. Any changes to bookings will be subject to the applicable package price at the time of change and any fees set forth below.

CHANGE FEES: All changes are subject to availability. You should immediately notify SKI IT of any desired changes. Changes made prior to delivery of package documents will be assessed a handling fee of \$85.00 per person . There can be no changes after delivery of package documents. **THE HANDLING FEE IS IN ADDITION TO ANY APPLICABLE CANCELLATION OR CHANGE FEES AS DESIGNATED BY THE VENDORS.**

CANCELLATION FEES AND REFUNDS: Cancellations received more than 60 days prior to travel will be assessed a \$100.00 per person fee, plus any change/handling fees accessed by SKI IT, the lodging, airline, and/or other vendors. No Refunds will be made for cancellations made less than 60 days prior to departure. **There will be no refunds of any kind on air travel tickets once the tickets have been issued.**

DOCUMENTATION: A valid passport is required for all U.S. citizens. Citizens of other countries need to contact SKI IT to inquire about proper documentation. **NO REFUNDS WILL BE MADE IF IMPROPER DOCUMENTATION RESULTS IN DENIED BOARDING OR ENTRY.**

SPECIAL TRAVEL REQUIREMENTS: The packages in SKI IT advertising are available to all persons. Please note that the lodgings, and other services described in our advertising and made available through SKI IT in a foreign country do not necessarily have the appropriate special services or equipment to accommodate persons with disabilities or special dietary requirements. SKI IT must be informed of any special requirements at the time of initial booking. Any special service and/or equipment fees will be the full responsibility of the customer.

RESPONSIBILITY AND DISCLAIMER: Adventure travel, high altitudes, skiing and snowboarding involve risks about which the customer must make himself or herself aware. By participating in a SKI IT vacation package, the customer does hereby agree that neither the customer nor his or her heirs, personal or legal representatives, or family members will bring suit or make a claim for illness, injury or death resulting from the negligence (but not the reckless, willful, or fraudulent conduct) of SKI IT, its employees, officers, directors, managers, agents, contractors or affiliated organizations or providers

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of any element of the trip package (hereinafter referred to as the ("Suppliers") as a result of the customer's participation in the package. Suppliers, including but not limited to those arranging for or providing air and ground transportation, sightseeing arrangements, ski and snowboard rentals, and lodging, are independent contractors and are not employees of SKI IT. All travel documents are issued subject to suppliers terms and conditions. Neither SKI IT nor the suppliers for which SKI IT acts as agent(s), shall be held liable, and customer waives any claim against, SKI IT and the suppliers for loss or damage to property, or injury to person caused by reason of any failure of performance, defect, negligence, or other wrongful act or omission (except for willful, wanton, or intentional acts or omissions).

SKI IT and selling agents act only in the capacity of agents for the customer on all matters pertaining to lodging, activities, and transportation whether by air, rail, bus, automobile or otherwise and as such SKI IT and its agents shall not be liable for any injury, damage, loss, accident, delay, or irregularity which may be occasioned whether by reason of any supplier or otherwise in connection therewith. The passenger contract in use by the airline and/or other supplier hereunder shall constitute the sole contract between the respective company and the customer and/or purchaser of the package.

If a customer is removed from any package for any reason, a partial or full refund may be requested in accordance with these Terms and Conditions. If a package is cancelled and the customer is not at fault and has not canceled in violation of these terms and conditions, all sums paid to SKI IT shall be promptly refunded to the customer. SKI IT shall have no responsibility beyond the refund of all monies paid by the customer for the package. SKI IT does not guarantee any specific flight schedule and will not be responsible for lack of adequate connections, delays or changes of schedules. SKI IT reserves the right to remove any person at any time from any trip without refund or recourse to SKI IT for engaging in any activity, conduct, or behavior deemed by SKI IT or its representatives to be disturbing or dangerous to the safety and well-being of package participants.

SKI IT HOSTS: The host's only responsibility is to ascertain that the features in the vacation package are carried out by the hotels and transfer companies. The hosts may from time to time choose to ski/snowboard with guests and/or groups. The hosts do so as fellow skiers/snowboarders only and are not to be considered as guides. All skiers/snowboarders are responsible to judge their own ability to ascend or descend a slope safely based on their own physical endurance, the weather, snow conditions, inclination of terrain, and any other relevant factors. The ascending of a SKI IT host of a particular terrain does not indicate that the same terrain is safe for other skiers/snowboarders. It is also the individual skiers complete responsibility to familiarize themselves with all signage, ski trails, lifts and the various local transportation systems in the area visited. SKI IT and its hosts are not responsible for providing for or arranging for any transportation for late or lost skiers.

RESPONSIBILITY OF PARTICIPATING AIRLINE: The participating airline is responsible **ONLY FOR THE AIR TRAVEL PORTION** of this package performed by and on behalf of their individual passage contracts and subject to applicable laws, treaties, and regulations governing air transportation. The airline is not responsible for any act, omission, or event during the time passengers are not on board its aircraft.

LITIGATION: The customer understands and agrees that the contract for services is deemed to have been executed in Weymouth, Massachusetts, and that all of its terms and provisions shall be governed and construed solely by the laws of the Commonwealth of Massachusetts. The customer agrees, which agreement is of the essence of the contract that in further consideration of the providing of services by SKI IT, which will benefit the customer and others, any and all litigation which may be brought by either party to settle disputes arising out of or pertaining to this contract or any services rendered by SKI IT, must be brought in a court of law in Norfolk County, Massachusetts, and that any judgment obtained by the customer in any court outside of Norfolk County, Massachusetts shall not be enforceable against SKI IT in Massachusetts or in any other state.

TRAVEL DOCUMENTS: Upon receipt of full payment, and approximately two weeks prior to departure or sooner, travel documents will be delivered by mail or otherwise, at the reasonable discretion of SKI IT.

BAGGAGE HANDLING/PORTERAGE: SKI IT does not include baggage handling or porter services in any of its vacation packages.

INSURANCE: To prevent financial losses due to cancellation of the trip by the passenger, **WE STRONGLY RECOMMEND THE PURCHASE OF TRIP CANCELLATION INSURANCE.** Travel insurance will protect against loss of monies paid resulting from trip cancellation due to sickness or death of the passenger, a member of their immediate family, or that of a traveling companion. Medical and Baggage insurance is also available.

Full details regarding travel insurance coverage concerning trip cancellation, medical, repatriation, evacuation, accidental death and baggage can be found in a Travelex Insurance brochure. Customers may purchase travel insurance directly from the brochure, or online at www.travelexinsurance.com . If ordering online please use Location Number 21-0065 to associate you with our trips. Travel insurance is optional and customers may either accept or decline any such coverage. If insurance is declined SKI IT requires a signed waiver to that effect. If there are any questions concerning any of the insurance options available please contact SKI IT at Tel. 781-337-5620 and we will be happy to assist you.

