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## Reservation #1097070 Jam in the Sand 11

Guest Name	Email
Julie Dominick	rastajule@msn.com
Patrick Harrison	jahman@bellatlantic.net

### Jam in the Sand 11 (January 9, 2024 - January 13, 2024)

Item	Category	Guest	Amount
JSDLXSV - Bahia Principe Junior Suite Deluxe Sea View	BAHIA PRINCIPE JUNIOR SUITE DELUXE SEA VIEW	Julie Dominick	\$2,199.00
Taxes and Fees	Taxes / Fees		\$70.00
JSDLXSV - Bahia Principe Junior Suite Deluxe Sea View	BAHIA PRINCIPE JUNIOR SUITE DELUXE SEA VIEW	Patrick Harrison	\$2,199.00
Taxes and Fees	Taxes / Fees		\$70.00
Item Total			<b>\$4,538.00</b>
Julie Dominick Responsibility			\$4,538.00

### Travel Protection (January 9, 2024 - January 13, 2024)

Item	Category	Guest
DEC - Customer Declined Offered Insurance Coverage	DECLINE INSURANCE	Julie Dominick
DEC - Customer Declined Offered Insurance Coverage	DECLINE INSURANCE	Patrick Harrison

Reservation Total		<b>\$4,538.00</b>
Julie Dominick Responsibility	Total Cost	<b>\$4,538.00</b>
	Paid To Date	<b>\$4,538.00</b>
	Balance Due	<b>\$0.00</b>

Scheduled Payment Date	Amount Due	Payment Method	Completed Payment Date	Amount Paid
06/14/2023	\$1,000.00	Discover-2117	06/14/2023	\$1,000.00
08/01/2023	\$1,000.00	Discover-2117	08/01/2023	\$1,000.00
10/01/2023	\$2,538.00	Discover-2117	10/01/2023	\$2,538.00

### ISLAND GIGS

#### RELEASE FROM LIABILITY, ASSUMPTION OF RISK & BINDING ARBITRATION AGREEMENT

This Agreement is important. It includes terms and conditions and releases Island Gigs from liability. It must be agreed to by all participants.

**LIMITATION OF LIABILITY AND RELEASE.** Front Row Enterprises, LLC d/b/a Island Gigs, 919 N Market, Suite 725, Wilmington, Delaware, 19801, its owners, directors, officers, employees and affiliates, (collectively "Island Gigs") does not own

or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers and the equipment used thereby, etc. All such persons and entities are independent contractors. As a result, Island Gigs is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Island Gigs is not responsible for any injury, loss, or damage to person or property, lost, delayed or damaged luggage, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, financial failure or defaults by suppliers, overbooking or downgrading of accommodations, structural or other defective conditions in lodges, hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals whether wild or domestic, pests or insects, marine life or vegetation, sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Island Gigs. In addition, I release Island Gigs from its own negligence and assume all risk thereof.

**ASSUMPTION OF RISK.** I am aware that travel such as I am undertaking may involve hazardous activities with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Island Gigs, or other persons or companies whether known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible or consistent with standards in North America during some or all of the time during which I am participating on the trip and that when available may not be of the quality which exists in North America. In addition, I assume all risks associated with alcoholic beverage consumption and drug use (whether legal or illegal). In order to partake of the enjoyment and excitement of this trip, I am willing to accept the risks and uncertainty involved as being an integral part of my trip. I hereby accept and assume full responsibility for any and all such risks of illness, injury, inconvenience or death.

**PHOTOGRAPHIC RELEASE.** Island Gigs reserves the right to take photographs or videos (or audio) during the trip for its own promotional purposes. By making a reservation, the participant agrees to allow his/her likeness to be used by Island Gigs without compensation to the participant. Participants who prefer that their voice and/or image not be used must notify us in writing prior to the beginning of the program.

Participant grants to Island Gigs a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use any participant photograph or video provided it in any media for promotional use by Island Gigs.

**TRIP INSURANCE/TRAVEL PROTECTION:** In today's changing travel environment, it's important to protect your travel investment so you can relax and enjoy your trip. Unforeseen events such as flight delays, baggage loss or even a sudden sickness or injury could impact your travel plans. For your convenience, we offer a Travelex Insurance Services protection plan to help protect you and

your travel investment against the unexpected. Select only the range of coverage that equals your trip cost. You may not over or under insure your package. This policy is available only for US citizens. **\*Rates are based on trip cost, age and are per person as of 10/1/2023.**

### **360° Group Choice plan rates**

<b>Trip cost</b>	<b>Ages 0-59</b>	<b>60-74</b>	<b>75+</b>
\$1,501 - \$2,000	\$121	\$145	\$221
\$2,001 - \$2,500	\$155	\$187	\$284
\$2,501 - \$3,000	\$190	\$228	\$347
\$3,001 - \$3,500	\$224	\$270	\$410
\$3,501 - \$4,000	\$259	\$311	\$473
\$4,001 - \$4,500	\$293	\$353	\$536
\$4,501 - \$5,000	\$328	\$394	\$599
\$5,001 - \$5,500	\$362	\$436	\$662
\$5,501 - \$6,000	\$397	\$477	\$725

To view/download the Policy based on our state of residence, visit:

### **Policy as of 10/1/2023**

<https://partner.travelexinsurance.com/policy/?plannumber=GCZ-1023>

### **Policy for all passengers booked before 9/30/2023**

<https://partner.travelexinsurance.com/policy/?plannumber=GCB-0521>

The purchase of this product is not required in order to purchase any other travel product or service. Travel Insurance is offered on behalf of and under the direction of Travelex Insurance Services except for residents of Hawaii. Residents of Hawaii should contact Travelex at 888-574-7026 for more information. Your travel retailer might not be licensed to sell travel insurance and will only be able to provide general information about the product. An unlicensed travel retailer may not answer questions about the terms and conditions of the insurance offered and may not evaluate the adequacy of your existing insurance

coverage. The products being offered provide insurance coverage that only applies during your covered trip. You may have insurance coverage from other sources that provide similar benefits but may be subject to different restrictions depending upon the coverage. You may wish to compare the terms of the travel policy offered through Travelex with any existing life, health, home and automobile insurance policies you may have. If you have questions about your coverage under your existing insurance policies, contact your insurer or insurance agent or broker. The product descriptions provided here are only brief summaries. The full coverage terms and details, including limitations and exclusions, are contained in the insurance policy. View/download the policy:

### **Policy as of 10/1/2023**

<https://partner.travelexinsurance.com/policy/?plannumber=GCZ-1023>

### **Policy for all passengers booked before 9/30/2023**

<https://partner.travelexinsurance.com/policy/?plannumber=GCB-0521>

Travelex Insurance Services Inc. ("Travelex Insurance") maintains an updated list of alerts and financial defaults on its website available at <https://www.travelexinsurance.com/customer-service/travel-alerts>. Please [click here](#) to view a special notice for NY residents regarding coverage related to COVID-19. Travelex Insurance Services, Inc. CA Agency License #0D10209. This insurance is provided by: Zurich American Insurance Company Policy Number: 3278261

**ROOM SELECTION:** We will try to honor your specific room request(s) but we can never guarantee bedding type (2 beds vs king bed), floor placement, or exact room location. Only category selection will be honored.<sup>[1]</sup>

**DAILY SHUTTLES FROM BAHIA TO JEWEL:** The Jewel Paradise Cove Resort will only allow guests from the Bahia on property when the shuttles are running. Typically this will begin 1 hour before show time and will end at 3am. When you are on the Paradise Cove property food and drinks will be available to all guests. However, only Jewel Paradise Cove guests will be able to dine in the specialty restaurants on-site.

**AIRPORT TRANSFERS:** Island Gigs only provides transfers from Montego Bay (MBJ). All guests must provide their airline itinerary to Island Gigs in order for us to guarantee airport transportation.

**WHEELCHAIR ACCESSIBLE TRANSFERS:** Airport transfers are included in the full package price. However, if a guest requires a handicap-accessible vehicle with a wheelchair lift there is an additional fee of \$125 each way.

**ROOMMATE MATCHING:** Island Gigs does not provide roommate matching. In the event that a guest has initiated a match with an unknown roommate, Island Gigs accepts absolutely no responsibility for this match, for example, incompatibility due to sleep patterns, snoring, excessive noise, or other differences. If you are concerned that any of these may be an issue affecting the enjoyment of your

vacation, we recommend you carefully assess your potential companion directly before making a decision.

**PAYMENT SCHEDULE:** An initial non-refundable deposit of \$1000 per room (\$500 per person based on two people sharing a room or \$1000 for a single occupancy).

Second payment of \$1000 per room (\$500 per person based on two people sharing a room or \$1000 for single occupancy) due by August 1, 2023.

Final payment is due by October 1, 2023.

Monthly payment plans are available. After the initial deposit is paid, the remaining balance will be divided by the number of months remaining until 1st (starting July 1st) and a monthly charge will occur on the 1st day of each month.

All side trips/excursions must be paid in full prior to departure and are non-refundable. Upon arrival in Jamaica, you must confirm your side-trips/excursions with an Island Gigs onsite representative. If a side-trip/excursion is missed due to lack of responsibility to confirm there will be no refund.

**CHANGES, CANCELLATIONS AND POSTPONEMENT.** Island Gigs reserves the right to change the itinerary or program features at any time and for any reason, with or without notice, and Island Gigs shall not be liable for any loss of any kind as a result of any such changes. Island Gigs may cancel or postpone a program (or an option) for any reason whatsoever. If so, for cancellations based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue credits in the full amount of moneys paid to Island Gigs to the extent its suppliers are crediting Island Gigs with those moneys paid by Island Gigs to them. Island Gigs is not obligated to refund the cost of any purchased travel protection policy or insurance if you have departed on your trip or filed a claim. Island Gigs is not required to cancel any program for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. Island Gigs is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if Island Gigs makes the flight arrangements or cancels the program. Island Gigs reserves the right to substitute vessels, lodges or hotels or entertainment or other attractions of a similar category for those listed in this brochure.

Cancellations cannot be taken over the phone. They must come via email to [info@islandgigs.com](mailto:info@islandgigs.com).

#### **CANCELLATIONS BY PARTICIPANTS FOR NON-COVID REASONS.**

All deposits and payments are non-refundable, however if need to cancel, you may try to resell your room yourself up until Dec 1, 2023, in which case there will be a name change fee assessed of \$100 per person.

No exchanges of dates for additional events are permitted at any time.

If you choose only to cancel an extra night booked this must be done no later than November 1, 2023. There will be a \$150 fee per night canceled.

Absolutely no changes of any kind can be made to a reservation after 12/1/2023

#### **CANCELLATIONS BY PARTICIPANTS RELATED TO COVID-19:**

Island Gigs will provide guests a full refund if the event is canceled by either Island Gigs or the hosting resorts.

In the event that the Government prohibits transportation services from the country where your travel is scheduled to originate due to issues related to COVID-19, Island Gigs will provide a full refund. Verification of travel itinerary will be required.

In the event that the Government of Jamaica prohibits arrivals from the country from which your travel originates, Island Gigs will provide a full refund. Verification of travel itinerary will be required.

Island Gigs will process refunds as soon as feasible. Please be aware this process may take up to 45 days to be completed.

Click below to see (as of 05/16/2023) COVID restrictions/policies in place for Jamaica but please understand that these policies can change frequently, so they should be reviewed frequently:

<https://www.visitjamaica.com/travelauthorization/>

Please note that illness or interruption of the trip due to contracting COVID-19 is not covered as a reason for a refund by Island Gigs, therefore you should consider purchasing Travel Protection to help protect you and your trip investment.

**See:** [partner.travelexinsurance.com/policy/?plannumber=GCB-0521](https://partner.travelexinsurance.com/policy/?plannumber=GCB-0521)

**See:** Covid FAQ published by Travelex. [COVID FAQs BY TRAVELEX](#)

Please click here to view a [special notice](#) for NY residents regarding coverage related to COVID-19.

**MISCELLANEOUS.** Island Gigs reserves the right to change lodges or hotels or other features of the trip's itinerary or events if Island Gigs believes it will enhance the safety, comfort or enjoyment of the trip. Island Gigs, in its sole discretion, reserves its right to decline to accept or retain any participant whose physical or mental health or actions, in Island Gigs' sole judgment, impede the operation of the trip or the welfare or enjoyment of fellow participants or third parties. We strongly recommend that tour participants review the destination country's specific information at

<https://travel.state.gov/content/passports/en/alertswarnings.html>

and <https://wwwnc.cdc.gov/travel/notices>, both of which contain important information.

**BINDING ARBITRATION.** I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, according to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Delaware law and will take place in Wilmington, Delaware. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

Any arbitration commenced against Island Gigs must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

**VOLUNTARY PARTICIPATION.** I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may book at a later date) and that I have read/will read the description of the trip together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the risks involved.

### **SUPPLEMENTAL RELEASE REGARDING COVID-19**

This Release is supplemental to the Front Row Enterprises, LLC d/b/a Island Gigs (Island Gigs) Release From Liability, Assumption Of Risk & Binding Arbitration **AGREEMENT** (Agreement) which I previously executed. In the event of a conflict between that Agreement and this Supplemental Release, the terms of this Supplemental Release shall prevail. In all other cases, the Agreement remains in full effect. In addition, both the Agreement and this Supplemental Release relate to any postponed or replacement trip.

I am aware that while on or traveling to or from my trip, I might be exposed to COVID-19 from other people, animals or objects. I assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless Island Gigs from any such developments. In addition, I recognize that the U.S. Department of State as well as the Centers for Disease Control and Prevention may have warnings concerning same. See <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list/>.

I also accept the following risks of participating on this trip including, without limitation:

1. All other risks associated with coronavirus (COVID-19) including preclusion from public or private buildings, land or areas, inconvenience, limitations and closures, etc.;
2. Risk of my travel insurance not covering COVID-19 related claims;
3. All risks regarding transportation problems including, without limitation, entry into or exit from any country and/or difficulties with or closure of transportation systems or the unavailability of other features or attractions within the country where my trip takes place;
4. The likelihood that at some or all destinations or facilities and/or on cruises, motor coaches or at hotels or restaurants I may be required to undergo a temperature check, wear a mask while in public and observe social distancing requirements, and/or produce evidence of a vaccination (and booster) against COVID-19;
5. The potential for being quarantined, even if I am not symptomatic and/or do not have COVID-19.



6. The possible requirement that I have a negative COVID-19 test immediately before or on or after arrival at my destination and/or prior to re-entry into the United States, even if fully vaccinated against COVID-19;

7. Except as noted in Paragraph 8, any expenses incurred, including but not limited to medical expenses, testing fees, quarantine, evacuation expenses, added air or hotel expense, etc., as a result thereof are to be borne by the participant.

8. In addition, Island Gigs has specific cancellation policies relating to participant cancellations because of COVID-19. These are as follows:

Cancellations can not be taken over the phone. They must come via email to [info@islandgigs.com](mailto:info@islandgigs.com).

Island Gigs will provide guests a full refund if the event is canceled by either Island Gigs or the hosting resorts.

In the event that the Government prohibits transportation services from the country where your travel is scheduled to originate due to issues related to COVID-19, Island Gigs will provide a full refund. Verification of travel itinerary will be required.

In the event that the Government of Jamaica prohibits arrivals from the country from which your travel originates, Island Gigs will provide a full refund. Verification of travel itinerary will be required.

Island Gigs will process refunds as soon as feasible. Please be aware this process may take up to 45 days to be completed.

These are different from the cancellation fees related to non-COVID cancellations.