

## 2018 - 2019 TOUR PARTICIPANT AGREEMENT FOR ADVENTURES AMERICA – IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY

This Agreement sets forth the terms and conditions under which Adventures America (ADVENTURES AMERICA), 5080 Robert J. Mathews Parkway, El Dorado Hills, CA 95762, agrees to provide scheduled components of the tour listed on reverse.

**\$1 RESPONSIBILITY:** Neither ADVENTURES AMERICA, nor ADVENTURES AMERICA's employees, affiliates, officers, directors, successors, agents, and assigns (collectively "ADVENTURES AMERICA") owns or operates any person or entity which is to or does provide goods or services for your trip including, for example, accommodations, air, land, rail, water or other transportation, food service, local guides, etc. As a result, ADVENTURES AMERICA will not be responsible for personal injury or property damage caused by the supplier of these services, and if these services and components are prevented, restricted or interfered with by reason of events or causes beyond ADVENTURES AMERICA's control, including, without limitation, acts of civil or military authorities, by reason of statute, rule, or local law, action of federal, state or local government or agency, acts of public enemy, acts of terrorism, criminal activity, war, riot, embargoes, civil commotion, insurrection, strike or labor unrest, acts of God, attacks by animals, severe weather and climatic conditions, storm, flood, fire, earthquake, power or communication line failure, mechanical or structural failures or difficulties, diseases, sickness, food poisoning, unsafe sanitary conditions, quarantine, accident or illness, acts or omissions of carriers including but not limited to breach of contract, failure to comply with any laws such as the Americans with Disabilities Act ("ADA"), cancellation, delay or overbooking, acts or omissions of other providers such as hotels, local ground handlers, entertainers or sightseeing services or restaurants including but not limited to breach of contract, failure to comply with any laws such as the ADA, cancellation, delay or overbooking, or travel participant negligence, ADVENTURES AMERICA cannot assume and is not to be held responsible for any claims, losses, damages (direct, indirect, consequential or incidental), costs, or expenses including, without limitation, injury, accident or death, inconvenience, loss of enjoyment, loss of pay, upset, disappointments, distress, or frustration, whether physical or mental, arising out of or in connection therewith. Participant assumes complete and full responsibility for, and hereby releases ADVENTURES AMERICA from, any duty of checking and verifying any and all safety and security conditions of the destination during the length of the proposed travel. ADVENTURES AMERICA recommends that you visit the websites of the Department of Transportation ([www.dot.gov](http://www.dot.gov)), the Federal Aviation Administration ([www.faa.gov](http://www.faa.gov)) and the Transportation Security Administration ([www.tsa.gov](http://www.tsa.gov)) for current news and releases regarding public travel. ADVENTURES AMERICA reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip. ADVENTURES AMERICA reserves the right to decline to accept any person as a member of the trip, or to require any participant to withdraw from the trip if, at any time, such action is determined to be in the best interest of the health, safety and welfare of the trip, group or of the individual participant. Under such circumstances, no refund will be given. Baggage and personal effects are solely the responsibility of the owner.

**\$2 RESERVATIONS AND PAYMENTS:** A non-refundable deposit (as noted on reverse) per passenger and a completed and signed Registration Form are required to secure a reservation no later than the first deposit date (as noted on reverse). **Complete payment is due by the final payment date as noted on reverse. If space is not available when your reservation is received, we will retain your payment and place your name on a waiting list until space becomes available or you request a full refund.** Students will have priority over parent/adult travelers. If the trip capacity is reached, adults will be the first to be put on the waiting list, students second. If there is a cancellation, a Student on the waiting list will be added in the cancelled slot prior to an Adult. If there is no additional space to add you, you will receive a full refund. **Checks, money orders, cashier's checks, E-Check, American Express, MasterCard, Discover Card and Visa may be used for deposits and payments so long as there is still space available.** Reservations received after the final payment date, must pay in full, by way of a credit card, or money order plus a \$30 late fee and any additional air or hotel costs. Checks for payments will not be accepted within 30 days of the trip departure date. Late registrations will be confirmed on a space available basis. Once your deposit is received, you will be sent a confirmation billing statement that includes your Traveler ID Number. This number should be written on all payments. Credit Card payments may also be made online at [www.AdventuresAmerica.com](http://www.AdventuresAmerica.com). **Credit card charges will appear as WorldPass Travel Group on your credit card statement.** When you, the client, provide a check as payment, you authorize us the company either to use information from your check to make a one-time electronic fund transfer from your account in the amount noted or to process the payment as a check transaction. For inquiries, please call the corporate office at 916-939-6805.

**\$3 MANDATORY PAYMENT:** FINAL PAYMENT must be received in our office by the final payment date listed on reverse. If payment is not received by the final payment date, you will automatically be cancelled. There will be a \$25 service charge for returned checks and a \$10 service charge for declined credit cards.

**\$4 TRUST ACCOUNT:** California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. Your payment for scheduled air services, motor coach and to secure accommodations, transfers and all other components of your tour will be placed into ADVENTURES AMERICA's Client Trust Account #382-7081476, Wells Fargo Bank.

**\$5 PRICES:** The price of this travel package is set forth in your invoice based on airfares and rates in effect at the time of booking. Airfares and rates are subject to change. **Prices reflect a discount for payment by cash (check, e-check, cash, money order.) A non-cash payment fee of \$15 (one time only) will be added to the current cash discounted price when using other forms of payment.** Price increases could include, but not be limited to, an increase in the price of the seat or for carriage of passenger baggage, an increase in applicable fuel surcharge or government-imposed taxes or fees, or an increase for not meeting minimum sign-up requirements, change of date of trip, and other unforeseeable fees. We will notify you in writing if these fees change and/or prices increase. You hereby provide your written consent to the potential for such increase(s). Student prices are based on quad or quint occupancy (4 or 5 in a room), unless otherwise specified. **"IMPORTANT!"** You and your group coordinator are responsible for choosing roommates after the final payment date. Adventures America DOES NOT assign student roommates. Males and females must be separated. Once final rooming is completed and your student is not in a quad or quint room, Adult travelers will be roomed double occupancy and will be charged the applicable occupancy cost. If no roommate is available, adult travelers will be assigned single occupancy and billed at the higher single occupancy rate. The price of the program is based on a minimum number of paid participants per motor coach. Minimums not being met could result in additional charges, changes to the itinerary or combining with another group at ADVENTURES AMERICA's discretion.

**\$6 CANCELLATION AND REFUND:** If you cancel your reservation, your right to refund is limited, as set forth below. Cancellation by ADVENTURES AMERICA pursuant to §16 of this Agreement are also subject to the following cancellation policy. All cancellations and requests for refunds, if applicable, must be submitted in

writing and mailed or faxed to ADVENTURES AMERICA's office. **NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS. Cancellations occurring after deposit but before the final payment date will result in loss of the non-refundable deposit, optional insurance costs if purchased, and any additional airline, hotel, minimum, activity or motor coach fees (if any).** The actual fee depends on the date cancellation is received by ADVENTURES AMERICA. Once cancelled, there will be a \$30 reinstatement fee, plus any additional airline/hotel fees, and only on a space available basis. Upon cancellation of the transportation or travel services where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of the contract for transportation or travel services, all sums paid to ADVENTURES AMERICA for services not received by you will be promptly refunded by ADVENTURES AMERICA to you within 14 days after the cancellation, unless you otherwise advise ADVENTURES AMERICA in writing, after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that receipt of that refund by a passenger waives any additional remedies.

**\$7 GENERAL/OPTIONAL TRAVEL CANCELLATION INSURANCE:** Additional Travel Protection is available and strongly recommended should you be forced to cancel for unforeseen circumstances, as specified in the insurance policy. This important protection, which covers trip interruption, trip cancellation, travel delays and baggage delays, is provided by Travel Insured International and can protect your investment. Please refer to the Voluntary Protection Plan set forth in the brochure on the [Traveler Resources link](http://TravelerResourcesLink) on the [www.AdventuresAmerica.com](http://www.AdventuresAmerica.com) website (click on the [Descriptions of Coverage](#) pdf brochure). This insurance has a 14-day free look period and is nonrefundable and nontransferable after the free look period. You can "opt-in" to receive this insurance by either checking the box or paying for the insurance by final payment date. When you opt-in to receive this insurance you agree to pay the amount stated in your account. You must make payment for the coverage by the final payment date. In the event your account is not paid in full by the final payment date (trip cost plus insurance cost,) you will be financially responsible for all cancellation charges, unless there is a cancellation where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of this agreement; provided, however, you will not be reimbursed for any amount of insurance costs you paid prior to cancellation. Travelers insurance is recommended. The [California Information](#) set forth in §8 also applies to the insurance plan referenced in this §7.

**\$8 UPGRADED "CANCEL FOR ANY REASON" INSURANCE:** Be advised that you may only purchase Cancel for any Reason coverage at the same time as your initial trip deposit. Please refer to the [Cancel for any Reason Plan](#) set forth in the brochure on the [Traveler Resources link](http://TravelerResourcesLink) on the [www.AdventuresAmerica.com](http://www.AdventuresAmerica.com) website (click on the [Descriptions of Coverage](#) pdf brochure). This insurance has a 14-day free look period and is nonrefundable and nontransferable after the free look period. If you purchase this level of insurance plan you may cancel your trip for any reason up to 48 hours prior to the scheduled departure date and you will be reimbursed up to 75% of the total trip cost paid (but in no event will the amount reimbursed exceed the lesser of the amount you prepaid or the maximum benefit shown on your Schedule of Coverage and Services), less insurance costs. However, if you cancel within 48 hours of scheduled trip departure date, you will not be entitled to any amount of trip cost paid, nor to reimbursement of any insurance costs; provided, however, that if cancellation within 48 hours is due to a covered reason as outlined in the Evidence of Benefits brochure you will be reimbursed up to 75% of the total trip cost paid (but in no event will the amount reimbursed exceed the lesser of the amount you prepaid or the maximum benefit shown on your Schedule of Coverage and Services) less insurance costs.

**California Information:** The plans provide insurance coverage that only apply during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of the policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker. When you opt-in to purchase a plan you are acknowledging (A) that purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer and (B) that the travel retailer's employee is not qualified or authorized to: (i) answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer, or (ii) to evaluate the adequacy of the prospective insured's existing insurance coverage. Contact Info: Travel Insured International, Inc., P.O. Box 280568, East Hartford, CT 06128-568, telephone number for customer care and claims 866-684-0218, license #0113223. CA Department of Insurance Consumer Hotline #1-800-927-4357.

**\$9 BAGGAGE:** ADVENTURES AMERICA is not responsible for damage to baggage. Carriers are not liable for damage to soft baggage.

**\$10 JURISDICTION AND VENUE:** The terms and conditions set forth herein are governed by, and are to be construed in accordance with, the laws of the State of California. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any term or condition or to enforce any right and/or legal remedy, such action must be brought in a State or Federal court in the State of California with a venue in El Dorado County.

**\$11 PERSONAL EXPENSES:** Tour Price includes only those services specifically stated in the tour package as noted on the trip registration form. Items such as snacks, clothing, room service, telephone calls, purchased activities, tipping and other items not specifically mentioned in the tour package are not included and are the participant's responsibility.

**\$12 SELLER OF TRAVEL:** ADVENTURES AMERICA is registered as a seller of travel services in the states of California #2079143-40, Washington #602524335, Florida #ST36354, and Hawaii TAR #6270. Registration as a Seller of Travel does not constitute approval by any State. California Customers Only: In the event of the default of ADVENTURES AMERICA, you may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund. If you as a travel participant or as the person making payment on behalf of the travel participant (a "California customer") are located in California at the time of your purchase, you have a right to make a claim against the Fund for a refund of any money paid to ADVENTURES AMERICA that is due because of the bankruptcy, insolvency, cessation of operations, or material failure to provide transportation or travel services sold. The claim must be filed within one year after you become aware of your loss. For a claim form and additional information, write to: Travel Consumer Restitution Corporation, P.O. Box 8474, Northridge, CA 91327. Non-California customers are not covered by California Travel Consumer Restitution Fund and are not eligible to file a claim against that Fund in the event of the default of ADVENTURES AMERICA.

**\$13 TRAVEL DATES/FLIGHT CHANGES/DELAYS:** ADVENTURES AMERICA strives to keep your original travel dates. However, ADVENTURES AMERICA reserves the right to change the date of departure due to heavy demand and flight availability by no more than three business days from the original date. **Participant acknowledges that these changes are not grounds for cancellation without penalty.** Flight times are not guaranteed and may effect actual length of

time in destinations. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with this agreement. Flight delays/cancellations are unfortunate but are an inherent risk in air travel and beyond the control and responsibility of ADVENTURES AMERICA. ADVENTURES AMERICA will work with the airline to attempt to re-accommodate the group. **Flight deviations are not available on group air travel.** Participants who deviate from any part of the tour are required to sign a Waiver of Liability Form.

**\$14 PARTICIPANT RESPONSIBILITY:** You are responsible for your actions and well-being on the entire tour, beginning and ending with air flights or motorcoach. There are inherent risks (injury/health) in participant travel and events and you fully accept responsibility for those risks. Inappropriate behavior can be cause for eviction from the program and to be sent home at your expense. Please check travel advisory boards for your particular destination. No refunds will be made for any unused portion of a trip. ADVENTURES AMERICA has staff to answer questions regarding the program. HOWEVER, ADVENTURES AMERICA STAFF ARE NOT CHAPERONES. Chaperones and chaperone responsibilities are provided by the travel group and not ADVENTURES AMERICA. All reasonable travel documents will be provided prior to departure. ADVENTURES AMERICA cannot be responsible for lost or misdirected mail. Changes and updates in your address and phone number should be submitted in writing or online on your traveler account.

**\$15 SCHOOL SPONSORED/NON-SCHOOL SPONSORED:** Please check the itinerary to understand whether your trip is a school sponsored or non-school sponsored program. In most cases, Adventures America is the sponsoring organization. All school behavior rules and dress code apply whether or not school-sponsored. For the safety, well-being and/or enjoyment of the participants, ADVENTURES AMERICA has discretion to exclude from travel participation students with a history or background of behavior issues including but not limited to physical or verbal assaults/fighting/bullying.

**\$16 NO LIMITATIONS THAT WOULD IMPEDE GROUP TRAVEL; DISABLED STUDENTS OR STUDENT WITH SPECIAL NEEDS:** Please keep in mind that when traveling as part of group, the ability to timely and safely depart and arrive is essential. By execution of this Agreement, you represent that the student has no limitations that will impede the travel plans of the group, including but not limited to, behavior issues. If the student has a disability or other limitation that can be reasonably accommodated, the parent/guardian must notify us at the time of reservation but no later than one week prior to final payment date of the limitation, and identify the reasonable accommodation requested. Upon written request, information will be provided to you regarding accessibility to various facilities. ADVENTURES AMERICA does not control the disabled accessibility of any portion of the travel package. ADVENTURES AMERICA will attempt to work with vendors and the student to attempt to make reasonable accommodation for the student. Assistance with respect to personal care matters, which may include, but is not limited to: handling of monies (i.e. payment for various sundry items); cognizance of distance, location and time; hygiene; feedings; administration of medication; and similar matters, do not constitute reasonable accommodations, and we may inquire as to the limitations of a student with respect to such personal care matters, and the student must provide and be accompanied by an attendant for such personal care matters. All costs in connection with an attendant shall be the responsibility of the parent/guardian. If the student has a medical condition that causes reasonable doubt that the student can complete the flight or tour safely, a medical certificate (a written statement from the student's physician stating that the student is capable of completing the flight or tour safely without requiring extraordinary medical assistance during the flight or tour) may be requested. If a medical certificate is requested and not provided, the student may be prohibited from participating in the trip. ADVENTURES AMERICA is relying on your representation that the student has no limitation that will impede the travel plans of the group. If prior to departure, ADVENTURES AMERICA becomes aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us, and such limitation cannot be reasonably accommodated, or has had or has behavior issues that ADVENTURES AMERICA determines will impede the well-being, enjoyment and/or safety of participants, ADVENTURES AMERICA will cancel the student's trip. See cancellation policy for the amount to be refunded, if any. If at any point during a trip, ADVENTURES AMERICA becomes aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us, and such limitation cannot be reasonably accommodated, or if there is behavior that ADVENTURES AMERICA determines impedes the well-being, enjoyment and/or safety of participants, ADVENTURES AMERICA is entitled to arrange for the return of the student to his/her original departure city and airport and ADVENTURES AMERICA will have no financial responsibility regarding the cost of such return. In such a situation, parent/guardian agrees to timely pick up or arrange for timely pick-up of the student. ADVENTURES AMERICA is not responsible for any inconvenience or cost of a delayed or cancelled/rescheduled return flight for such student.

**\$17 INFORMATION:** Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels and other tour operators, ADVENTURES AMERICA may be sharing your personal information with those companies. privacy/ for further information regarding the type, use, and disclosure of your information. You acknowledge and agree to our practices, including as may be amended and updated.

**\$18 ENTIRE AGREEMENT:** The terms of this agreement shall serve as a complete release and express assumption of risk for the undersigned trip participant, his or her parent(s)/legal guardian(s), heirs, assignees, administrators, executors and all members of his/her family. I/we have read and fully understand the provisions and legal consequences of this voluntary release/assumption of risk, and I/we hereby agree to all of its conditions.

