

# 2018-2019 TOUR PARTICIPANT AGREEMENT FOR USA STUDENT TRAVEL – IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY

This Agreement sets forth the terms and conditions under which USA Student Travel, 5080 Robert J. Mathews Parkway, El Dorado Hills, CA 95762, and Lakeland Tours, LLC d/b/a WorldStrides agrees to provide scheduled airline, motor coach and other components of the tour.

**§1 RESPONSIBILITY:** Neither USA Student Travel, WorldStrides, nor WorldStrides employees, affiliates, officers, directors, successors, agents, and assigns (collectively “USA”) 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, USA 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 USA’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, sicknesses caused by insect bites, 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. USA 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 USA from, any duty of checking and verifying any and all safety and security conditions of the destination during the length of the proposed travel. USA 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.

USA 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. USA 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 75 days prior to trip departure. 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. There is a \$100 per-person fee for changing your reservation, if permitted, once deposit has been received by USA. **Checks, money orders, cashier’s checks, E-Check, MasterCard, Discover Card, Visa and money wire may be used for deposits and payments up to 75 days prior to departure so long as there is still space available. American Express cards are not accepted.** Reservations received after the final payment date, must pay in full, plus a \$50 late fee and any additional air or hotel costs. 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.usastudenttravel.com](http://www.usastudenttravel.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:** Participants (confirmed or waitlisted) will receive a monthly invoice and are required to make a minimum MANDATORY payment towards the price of the travel package. Failure to make your monthly payments may result in your status changing from Confirmed to Pending with cancellation penalties still active FINAL PAYMENT must be received in our office 75 days prior to trip departure. If payment is not received by the final payment date, **you may be cancelled.** There will be a \$35 service charge for returned checks and a \$10 service charge for declined credit cards.

**§4 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. 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 signup 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 (4or 5 in a room), unless otherwise specified. **\*\*IMPORTANT\*\*** You and your group coordinator are responsible for choosing roommates 60 days prior to departure. USA DOES NOT assign student roommates. Males and females must be separated. Once final rooming is completed and your student is not in a quad room, USA reserves the right to bill you for the double (2) or single (1) occupancy price stated in your package. Adult travelers will be roomed double occupancy or if requested or single 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. Students room with students and adults room with adults. 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 USA's discretion. For additional information on **airline baggage fees**, please go to [www.usastudenttravel.com](http://www.usastudenttravel.com) and click on Traveler Resources.

**§5 CANCELLATION AND REFUND:** If you cancel your reservation, your right to refund is limited, as set forth below. ***This policy applies only to those registered participants who have not purchased the Full Refund Program (FRP) as discussed below §7.*** Cancellation by USA pursuant to §15 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 USA'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, and any additional airline, hotel, minimum, activity or motor coach fees (if any). Cancellations received on or between the final payment date and 45 days prior to departure are assessed a \$100 cancellation fee plus the non-refundable deposit and any additional airline, hotel, minimum, activity or motor coach fees (if any). Cancellations received within 45 days of departure will receive no refund.** The actual fee depends on the date cancellation is received by USA. 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 USA for services not received by you will be promptly refunded by USA to you within 14 days after the cancellation, unless you otherwise advise USA 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.

**§6§7 FULL REFUND PROGRAM (FRP) Benefits:** The Full Refund Program protects your payments and provides a refund\* minus the FRP fee if you, the Program Leader, school, or school's administration need to cancel in writing at any time prior to departure for any reason. Participation in this program is optional. If elected, the additional fee for the program will be added to the trip price on your invoice. You may enroll in this program by indicating your preference on your registration form or by calling our office and requesting to be added no later than 15 days after registration. The FRP fee is based on the trip price stated on your invoice:

Trip price is \$1.00 to \$499-----FRP fee is \$49

Trip price is \$500 to \$999-----FRP fee is \$99

Trip price is \$1,000 to \$1,999----- FRP fee is \$199

Trip price is \$2,000 to \$2,999 -----FRP fee is \$249

All payments, inclusive of the FRP program fee, if elected, are due as of the final payment due date for your program. If, as of that date, the additional amount for the FRP program along with all other trip payments have not been received in full, your FRP election will be canceled. In the event that the trip is canceled as a result of or following acts of force majeure, including, without limitation, acts of God, war (whether declared or not), terrorism, or civil unrest, or in the event of USA's bankruptcy, insolvency, or cessation of business the Full Refund Program will not make refunds. In order to receive a refund through the FRP, participant must cancel in writing with USA prior to the trip departure.

\*Please Note: The non-refundable deposit, fees for returned checks, fees for declined credit cards or electronic drafts, or late payments and registration fees and other service fees noted in this agreement, are not refundable.

**§8 §9 JURISDICTION AND VENUE:** Any dispute concerning this contract, the Terms & Conditions and/or rules and regulations concerning the trip, the literature concerning the trip and/or the trip itself, shall be resolved solely and exclusively by binding arbitration in Charlottesville, Virginia pursuant to the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. 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. In any such arbitration, the arbitrator may, but is not required to, award attorney's fees to the prevailing party.

**§10 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, additional or over weight baggage, and other items not specifically mentioned in the tour package are not included and are the participant's responsibility.

**§11 SELLER OF TRAVEL:** WorldStrides is registered as a seller of travel services in the states of California #2041618-20, Washington #601887646, 602 011 744, Florida #ST24541, Iowa TA568 and Hawaii TARS #5388. WorldStrides, as an Active Member of USTOA, is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides' customers in the unlikely event of WorldStrides' bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.ustoa.com](http://www.ustoa.com).

**§12 TRAVEL DATES/FLIGHT CHANGES/DELAYS-Air flight groups only!:** USA strives to keep your original travel dates. However, **USA reserves the right to change the date of departure due to heavy demand and flight availability by no more than five 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 USA. USA 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.

**§13 PARTICIPANT RESPONSIBILITY:** You are responsible for your actions and well-being on the entire tour, beginning and ending with the travel departure date listed on your final itinerary. 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. USA has staff to answer questions regarding the program. HOWEVER, USA STAFF ARE NOT CHAPERONES. Chaperones and chaperone responsibilities are provided by the travel group and not USA. All reasonable travel documents will be provided prior to departure. USA cannot be responsible for lost or misdirected mail or email. Changes and updates in your address, email address and phone number should be submitted in writing or online at [www.usastudenttravel.com](http://www.usastudenttravel.com)

**§14 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, USA Student Travel 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, USA 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/forms of intimidation/bullying.

**§15 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. USA does not control the disabled accessibility of any portion of the travel package. USA 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.

USA is relying on your representation that the student has no limitation that will impede the travel plans of the group. If prior to departure, USA 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 USA determines will impede the well-being, enjoyment and/or safety of participants, USA will cancel the student's trip. See cancellation policy for the amount to be refunded, if any. If at any point during a trip, USA 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 USA determines impedes the well-being, enjoyment and/or safety of participants, USA is entitled to arrange for the return of the student to his/her original departure city and airport and USA 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. USA is not responsible for any inconvenience or cost of a delayed or cancelled/rescheduled return flight for such student.

**§16 INFORMATION:** Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels and other tour operators, USA may be sharing your personal information with those companies. Please see our privacy practices at [www.usastudenttravel.com/privacy/](http://www.usastudenttravel.com/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. USA may capture the trip on film and digital images and use photos, videos and digital images for its marketing materials. USA appreciates your participation in our photos, videos, and evaluations, and USA reserves the right to use these to advertise tours and participant does not expect any compensation.

**§17 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 guardians(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.