

2018-2019 TRIP PARTICIPANT AGREEMENT FOR USA STUDENT TRAVEL – IMPORTANT TERMS & CONDITIONS – 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 in VA, 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), the Federal Aviation Administration (www.faa.gov) and the Transportation Security Administration (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 per passenger and a completed and signed Registration Form, either by mail or online submission, are required to secure a reservation no later than the first deposit date. **Complete payment is due 75 days prior to trip departure. If space is not available when your reservation is received, we will hold your payment and place your name on a waiting list until space becomes available or you request a full refund. If no space becomes available, you will be refunded by method of original payment.** 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. If there is a cancellation, a Student on the waiting list will be added in the cancelled slot. 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 will be assessed at late fee and any additional air or hotel costs (see #3 below). 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 at www.usastudenttravel.com. **Credit card charges will appear as “GET-USA-ADVAMER TRAVEL 916 939 6805 CA” 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 our offices at 916-939-6805.

#3 MANDATORY PAYMENT & FEES: 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 or moved to a waiting status. For final payments received up to 14 days after the final payment date stated on invoice, there will be a \$15 late payment fee. For final payments received more than 14 days after the set final payment date, there will be a \$30 late fee. All new registrations request/received after the group’s final payment date are assessed a \$30 late registration fee. All returned checks will incur a \$35 service charge and declined credit cards will incur a \$10 service charge (per incident).

#4 PRICES: The price of this travel package as set forth in your invoice are based supplier rates in effect at the time of booking (transportation, hotels, attractions, etc.). All rates are subject to change. Price increases could include, but are not be limited to, where applicable, an increase in the price of airline fares, applicable fuel surcharges, government-imposed taxes/fees, baggage fees, charter coach fuel increases, room occupancy changes**, fees due to change of travel date, not meeting minimum participation requirements* and other unforeseeable fees beyond our control. *Trip prices are based on requested room occupancy (normally quad or quint – 4 or 5 per room) unless otherwise specified and on a minimum number of paid participants per motor coach or air carrier. Minimums not being met could result in additional charges, changes to the itinerary or combining with another group at USA’s discretion. You hereby provide your written consent to the potential for such increase(s). We will notify you in writing for documented changes in costs and/or prices increase.

****IMPORTANT:** You and your group coordinator are responsible for choosing roommates 60 days prior to departure. USA DOES NOT assign any roommates. Males and females must be separated. Once final rooming is completed and a traveler is not in the selected occupancy (i.e. not in a quad room, etc.), USA reserves the right to bill you for the occupancy (triple (3), double (2) or single (1) 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. Students room with students and adults room with adults.

#5 CANCELLATIONS AND REFUNDS: 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 Trip Refund Program (TRP) as discussed below #6.*** 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 to info@usastudenttravel.com or by mail to USA's office. **NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS. Cancellations occurring after deposit but before the final payment date set forth on your invoice, 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 (except as provided for in #7 below).** 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, if registering and only on a space available basis. Upon cancellation of the transportation or travel services where you, the customer, did not cause cancellation and/or 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 TRIP REFUND PROGRAM (TRP): The Trip Refund Program (TRP) is available to all charter bus and/or no transportation group travel programs offered by USA (Note: Air flight programs are not included in the TRP program. Air travel programs, may request, enroll and utilize our standard Trip-Mate travel insurance plan). The TRP program, once purchased, will protect your trip payments and provides a refund (minus the TRP fee noted below and the initial non-refundable deposit) if you, the Program Leader, school, or school's administration cancels, for any reason, in writing, any time up to 48 hours prior to departure. Participation in this program is optional. If elected, the additional fee (see below) 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 anytime up to your final payment date. The TRP fee is based on your trip price as stated on your invoice(s) and due at final payment date:

Trip price is \$1.00 to \$499-----TRP fee is \$30

Trip price is \$500 to \$999-----TRP fee is \$50

Trip price is \$1,000 to \$1,999 TRP fee is \$100

Trip price is \$2,000 to \$2,999 TRP fee is \$150

All payments, inclusive of the TRP program fee, if elected, are due as of the final payment due date stated for your program. If, as of the final payment date, the additional amount for the TRP program along with all other trip payments have not been received in full, your TRP election will be canceled and you will not be enrolled in the TRP program. In the event that the trip is canceled as a result of or following force majeure acts, 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 Trip Refund Program will not make refunds. In order to receive a refund through the TRP, participant must cancel in writing with USA 48 hours 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 late registration fees and other service fees noted in this agreement, are not refundable.

#7 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.

#8 PERSONAL EXPENSES: Trip Price includes only those services specifically stated in the trip 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 trip package/invoice are not included and are the participant's responsibility.

#9 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 or by visiting their website at www.ustoa.com.

#10 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.

#11 PARTICIPANT RESPONSIBILITY: You are responsible for your actions and well-being on the entire trip, 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

#12 SCHOOL ORGANIZED/NON-SCHOOL ORGANIZED: Please check the itinerary to understand whether your trip is a school organized or non-school organized 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.

#13 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 USA 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.

#14 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/ 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.

#15 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.

If you have any questions regarding these terms and their application or interpretation, please call or El Dorado Hills Office anytime during our business hours Monday – Friday between 8:30am to 5:00pm Pacific Time at (916) 939-6805. Thank you.