

TRIP PARTICIPANT AGREEMENT

2023 CAL vs University of North Texas

IMPORTANT TERMS & CONDITIONS, READ THOROUGHLY

This Agreement sets forth the terms and conditions under which WorldStrides Specialty Travel Programs (STP), 1121 White Rock Road, Suite# 203, El Dorado Hills, CA 95762, and Lakeland Tours, LLC d/b/a WorldStrides VA, (Bears without Borders), agrees to provide travel and travel related services to the participant.

#1 RESPONSIBILITY: Neither WorldStrides Specialty Travel Programs, nor WorldStrides employees, affiliates, officers, directors, successors, agents, and assigns (collectively "STP") 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, hotel, attractions, food service, local guides, etc. As a result, STP 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 STP'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 carrier s 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. STP 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 STP from, any duty of checking and verifying all safety and security conditions of the destination during the length of the proposed travel. STP recommends that you visit the websites of the Department of Transportation (www.dot.gov), the Federal Aviation Administration (www.faa.gov), Transportation Security Administration (www.tsa.gov), US State Department (www.travel.state.gov) or the Center for Disease Control (www.cdc.gov) for current news and releases regarding public travel. STP 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. STP 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. Bags & personal effects are the responsibility of the owner.

#2 RESERVATIONS, DEPOSITS AND PAYMENTS: A non-refundable trip deposit per group and/or passenger and a completed and signed Registration Form, either by mail, call or online submission, are required to secure a reservation no later than the first deposit due date (Deposit amount & due date are set by STP & Group's Trip Program Leader (PL). **Remaining balance is due on or before the final payment date listed on your specific STP trip invoice(s).** 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 until you request a full refund. If no space becomes available, you will be refunded in full, by the method of original payment made to us (Credit Card or Check). If there is a cancelled spot available, a participant on the waiting list will be added in that cancelled slot (in priority order). Students will always have priority over parent/adult travelers. **Checks, money orders, cashier's checks, E-Check, MasterCard, Discover Card, Visa, and money wire may be used for deposits and payments up to final payment date, so long as there is still space available. After the final payment date, only credit cards will be allowed for payment. American Express cards and cash are not accepted at any time.** STP only accepts personal checks and ACH payments up until your final payment date as listed on your invoice(s). Should you choose to use a gift and/or preloaded credit card to make one or more payments on your STP account, STP is not responsible for replacing any credits that are successfully processed back to any lost, stolen, or destroyed gift or preloaded credit card account used for payment. If your credit card account is closed after sending payment, it is your immediate responsibility to notify STP. Reservations received after the published deposit or final payment date are based on availability and will be assessed a \$30 late fee plus any additional air or hotel costs that may be incurred to book the late reservation (see #3 below). Once your deposit is received, you will be sent a confirmation invoice that includes your Traveler ID Number and how to access your online account. Please include this Travel ID # on all future correspondences & payments to us. Credit Card payments may be made at <https://SpecialtyTravel.WorldStrides.com>.

PLEASE NOTE: Credit card charges will appear on your credit card statement as "WORLDSTRIDES SPECIALTY TRAVEL 916 939 6805". When you 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. Changes and updates in your address, email address and phone number should be submitted in writing or online at <https://SpecialtyTravel.WorldStrides.com>.

#3 MANDATORY PAYMENT & FEES: Participants (confirmed or wait listed) 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 registration status changing from "Confirmed" to "Pending", with all potential cancellation penalties still enforced if cancelled. FINAL PAYMENT must be received on or before the final payment date listed on your invoice(s). Failure to pay your final balance by the final payment date may result in your registration being cancelled or it being moved to a "Pending" status. All final payments received 5 calendar days after Final Payment Day listed on your invoice(s) will be assessed a mandatory \$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 (NSF) will incur a \$35 service fee per incident and any declined credit cards, or client charge backs 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, meals, etc.). All rates are subject to change. Price increases could include, but are not 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. Your trip price is based 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 STP 's discretion. You hereby provide your written consent to the potential for such increase(s). Trip prices are also based on requested room occupancy (normally double, triple, quad, or quint, i.e., 2, 3, 4 or 5 per room) unless otherwise specified. STP DOES NOT assign any roommates. You and your Program Leader (PL) are responsible for choosing roommates 60 days prior to departure. Rooms must be separated by gender. Once final rooming is complete, and a traveler is not in the selected occupancy (i.e., not in the priced quad, triple, etc. room), STP reserves the right to bill you for the agreed upon occupancy rate (triple (3/room), double (2/room) or single price as stated in your package. Adult travelers will be roomed double occupancy or if requested, in single occupancy and will be charged the applicable occupancy cost. Students room with students & adults with adults.

#5 TRIP REFUND PROTECTION (TRP) PLAN:

These terms apply to those registered participants who HAVE elected to purchase the optional TRP plan.

a. Land Only, Bus Transportation and Other Non-Air Flight Travel Programs - In order to be eligible for TRP coverage, you must elect to include the TRP in your initial registration form or choose to include it and pay for it, on or before the final payment due date, as listed on your trip invoice, (for land only, bus transportation and/or other non-air flight inclusive travel programs) and if cancelled, then cancelled 24 hours or more before your scheduled trip departure date. The cost of the TRP is based on your trip price (noted on the Table A below) and, once elected, will be included in your confirmation invoice(s). Please note, any elected & paid TRP fees are non-refundable. All trip payments, including the optional TRP, are due as on or before the final payment date stated on your invoice(s). If the additional amount for the optional TRP Plan has not been received in full on or before the final payment due date, your TRP election will be canceled, and you will not be enrolled in the TRP Plan.

Table A: Land Only or Bus Transportation and other (non-air flight) Travel Programs

Trip price is \$1.00 to \$299	TRP fee is \$34
Trip price is \$300 to \$499	TRP fee is \$44
Trip price is \$500 to \$699	TRP fee is \$64
Trip price is \$700 to \$999	TRP fee is \$84
Trip price is \$1,000 to \$1,999	TRP fee is \$104

b. Air Flight Inclusive Travel Programs - The Air Inclusive TRP is available based on your selected air inclusive travel program costs. Please see your Program Leader or call our offices for more information and a TRP quote. To be eligible for the air flight inclusive TRP coverage program, you must elect to include the TRP option on your initial registration form or choose to include it and have the appropriate TRP payment received in our offices within 14 calendar days of your initial trip registration and initial published deposit due date. We are not able to except your air flight inclusive TRP more than 14 calendars days after your initial registration and trip deposit due date and if cancelled, then cancelled 5 days or more before your scheduled trip departure date. The cost of the TRP is based on your trip price can cover up to a maximum of \$5,000 per trip and, once elected, will be included in your confirmation invoice(s). Please note, any elected & paid TRP fees are non-refundable.

#6 CANCELLATIONS AND REFUNDS:

The services and value STP provides each traveler begins long before your date of departure, and there are significant unrecoverable costs throughout the planning period that occur as your trip progresses and your departure date approaches. Due to this, in the event of a cancellation, we must pass a portion of these planning & service fees to each cancelled traveler. Therefore, if you do not enroll in the Trip Refund Protection (TRP) and either you, the Program Leader, The School, or School administration cancel beyond the initial 24-hour registration grace period, your right to a refund is limited and STP will be entitled to retain and follow the noted cancellation schedule. All cancellations and requests for refunds, if applicable, must be submitted in writing via email to specialtytravel@worldstrides.com. NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS. Once cancelled, there will be a \$30 reinstatement fee, plus any applicable documented additional airline/hotel/other fees (based on availability) to rejoin the trip.

a. Standard Cancellation Policy for TRP purchased tour registrants: Within 24 hours following our receipt of your registration deposit payment, you may cancel your STP program and receive a full refund. If you, your Program Leader, the School, or the School's Administration, need to cancel beyond the initial 24-hour grace period, for any reason and up to...

- 24 hours prior to your scheduled travel date (Land Only, Bus Transportation and Other Non-Air Flight Travel Programs)
- 5 days prior to your scheduled travel date (Air Flight Inclusive Travel Programs)

... the Trip Refund Protection (TRP) Plan will reimburse you for 100% of the amounts you've paid, minus the TRP enrollment fee paid and minus your initial trip deposit (plus, where applicable, other Non-Refundable Fees* you may have incurred).

b. Standard Cancellation Policy for Non-TRP tour registrants: Within 24 hours following our receipt of your registration deposit payment, you may cancel your STP program and receive a full refund. After 24 hours of our receipt, but before the final payment date set forth on your invoice(s), cancellation will result in loss of your initial non-refundable deposit. Cancellations received after your final payment day are subject to no refund.

c. Exceptional Circumstance Cancellation Policy for TRP purchased tour registrants: If you purchased the TRP by the above noted TRP due dates, and if you, your Program Leader, the School, or the School's Administration, need to cancel at any time due to an exceptional circumstance** (see definition below), the TRP will reimburse you for 100% of the amounts you've paid, minus the TRP enrollment fee paid.

d. Exceptional Circumstance Cancellation Policy for Non-TRP tour registrants: If you DID NOT purchase the TRP but must cancel due to Exceptional Circumstance, you will be entitled to a refund of all monies paid minus your initial trip deposit (for non-air flight travel programs) or a flat fee of \$289 (for domestic air flight Inclusive travel programs).

e. Exceptional Circumstance Policy for Ticket Only Groups (Affinity groups purchasing only attraction tickets and no other services): If, due to COVID-19 or related pandemic issues, there are attractions or other venue closures and/or travel restrictions mandated from the CDC, National or State Government Agency regulations, preventing the timely delivery of your trip, the group program leader can opt to reschedule the trip with no change fees attached, or choose to cancel for the group. If the ticket only group must cancel due to 2022/2023 COVID-19 related mandates noted above, the ticket only group will be entitled to the total refund amount that is being offered by the vendor (i.e., Disneyland, Universal Studios, Six Flags, etc. ticket refunds in full, then STP refunds the same amount(s) in full to the group).

f. Refunds (where applicable): Any refunds issued may be 6-8 weeks after cancellation and will be by the original method form of payment on the account (i.e., credit cards refunded to original credit cards and check payments refunded by checks). Check refunds are only issued in the account holder's name (unless requested otherwise in writing). If the credit card account you used to make a payment is closed after use, it is your responsibility to notify STP in writing as soon as you know this, otherwise, any refunds made to this account are final unless you provide a statement from your banks confirming closure & clear returning of funds to STP. Should you choose to use a gift and/or preloaded credit card to make one or more payments on your STP account, STP is not responsible for replacing any credits that are successfully processed back to any lost, stolen, or destroyed gift or preloaded credit card account used for payment. 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(s) by a participant waives any additional remedies.

***Non-refundable fees (where applicable):** These include fees for TRP enrollment, your initial deposit (except for some exceptional circumstance cancellations), fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and name changes.

****Exceptional Circumstances:** These include, but are not limited to, acts of force majeure, war (whether declared or not), local terrorist activities, declared national epidemics or pandemics, government-imposed travel restrictions or closures, and other catastrophic national events outside WorldStrides' control that make performance & delivery of your entire group's trip as contemplated impossible or impractical. Note, without limitation, STP, including its WorldStrides affiliates, owners, officers, agents, employees or any associated organization, is not responsible for any injury, loss, or damage to person or property, death, delay, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, or for any other inconvenience beyond the direct control of STP in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, Exceptional Circumstances.

#7 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 overweight baggage, and other items not specifically mentioned in the trip package/invoice are not included and are the participant's responsibility.

#8 HOTEL POLICIES: Check-in time is typically between 3pm and 4pm on arrival date and check-out time is typically 12pm on departure date (during peak periods, check-in may be delayed by one to two hours). An adult group leader must check in rooms at each hotel. Most hotels will store luggage for guests arriving before check-in time and/or departing after check-out time. All hotels require an additional credit card authorization at the time of check in for incidental charges and may require a deposit hold (you will not be charged for your prepaid room). Early check-in and late check-outs are not guaranteed and may require an additional fee if available and should be paid to the hotel directly as an incidental charge. STP does not take responsibility for renovations happening or any unforeseen technical, electrical, plumbing, or mechanical failures at the hotel, transportation, or attraction level. STP does not control any additional group or leisure business that the program hotel property books and cannot be held responsible for the actions or behavior of others. Noise and safety complaints are a hotel level issue and STP is instructed by all hotels as a first response to refer guests with noise and/or safety complaints to hotel security and/or the front desk. All room requests or change needs prior to arrival or onsite must go through STP and not the hotel directly. It is the responsibility of the group leader or account holder to advise STP of any participant food allergies or physical disabilities or handicap needs by the last day to cancel. It is the guest's full responsibility to report any damage or smells of smoking in the room they are checked into upon arrival to the hotel directly and request another room or have maintenance attend to it. Please log the name of the person you spoke with and when. If posted, verbal or written hotel property rules are violated or if there is any damage of any kind to the room that results in fees upon or after check-out, it is the responsibility of the room occupant and/or group leader to cover 100% of the charges. STP is not liable for any incidentals, fees or damages caused by a guest and reserves the right to charge the credit card on file should it not be satisfied with the hotel directly. Due to specially priced hotel rooms, hotels participating in STP programs are unable to issue hotel awards points or credits for stays booked through STP, unless otherwise noted on the website or in writing. Please retain all valuables, such as cash, prescription medications, gold, silver, jewelry, laptop computers, proof of identification, photo or video equipment, cellular phones, or any other valuables in your personal control when checking or transferring bags.

#9. TRAVEL DATES/FLIGHT CHANGES/DELAYS (Air flight groups only): STP strives to keep your original travel dates. However, STP 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 affect 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 our control and responsibility. STP 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.

#10 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 destination. No refunds will be made for any unused portion of a trip. STP has staff to answer questions regarding the program. HOWEVER, STP STAFF ARE NOT CHAPERONES. Chaperones and the chaperone responsibilities are the responsibilities of the traveling group and not WORLDSTRIDES. All reasonable travel documents will be provided prior to departure. STP cannot be responsible for lost or misdirected mail or email.

#11 NO LIMITATIONS THAT WOULD IMPEDE GROUP TRAVEL - DISABLED STUDENTS OR STUDENT WITH SPECIAL NEEDS:

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

#12 HEALTH & SAFETY: By registering on this trip, you acknowledge your understanding of the contagious nature of COVID-19 and voluntarily assume the risk that you and/or your group could be exposed to or infected by COVID-19 while utilizing our services or components, and that such exposure or infection could result in illness or death. STP and all our vendors have put in place preventative measures to reduce the spread of COVID-19; however, a risk of exposure to COVID-19 may exist in any place where people are present. STP cannot guarantee that you will not be exposed with COVID-19 during this trip. As such, you voluntarily agree to assume all the foregoing risks and except sole responsibility for any illness to may experience or incur in connection with our services. You hereby release covenant not to sue, discharge, and hold harmless STP from any claims, including all liabilities or expenses of any kind arising out of or relating thereto.

#13 INFORMATION: Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels, and other tour operators, STP may be sharing your personal information with those companies. Please see our privacy practices at <https://worldstrides.com/privacy-policy/> for further information regarding the type, use, and disclosure of our information. You acknowledge and agree to our practices, including as may be amended and updated. **STP may capture the trip on film/digital images and use photos, videos/ digital images for its marketing materials.** STP appreciates your participation and reserves the right to use these to advertise tours and without compensation to participant.

#14 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. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA or by visiting their website at www.ustoa.com.

#15 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, 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.

#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 by registering & making our deposit, I/we hereby agree to all its conditions.

If you have questions regarding these terms, please call our office during our hours Mon – Fri, 8:30am to 4:00pm PST at (916) 939-6805.