



## TERMS AND CONDITIONS

This Agreement sets forth the terms and conditions under which Grad Adventures / Adventures America, a division of **World Pass Travel Group, LLC, 5080 Robert J. Mathews Parkway, El Dorado Hills, CA 95762** ("ADVENTURES"), in return for payment of the amount indicated on the tour or event brochure, the terms of which are incorporated herein by reference, agrees to provide you (the "Participant") this tour or event package. **Please note that if you are under 18 at the time of signing the Application, your parent(s)/guardian(s) must also sign. ADVENTURES will not be responsible for forged signatures on the Application.**

**1. RESPONSIBILITY:** ADVENTURES is responsible for arranging all of the services and accommodations offered in connection with this tour or event package. ADVENTURES does not assume responsibility for any act, omission, injury to person or property, loss, inconvenience, accident, delay, irregularity, negligence or default of any company, hotel, carrier company and/or their employees, servants or subcontractors providing any services, accommodations, or facilities in connection with this tour or event package. The suppliers with whom ADVENTURES arranges transportation, sightseeing, on-site activities, events, and hotel accommodations are independent contractors, and are not agents or employees of ADVENTURES. All coupons, receipts, discounts, and tickets issued by these suppliers shall be subject to the terms and conditions of the applicable supplier. The Participant agrees that ADVENTURES is not liable for, and hereby releases ADVENTURES from any liability for any personal injury to the Participant, property damage, property loss, accident, delay, or inconvenience to the Participant that may arise, in whole or in part, from any act or omission by such supplier. ADVENTURES' total liability to the Participant for any personal injury to the Participant, property damage, property loss, accident, delay, or inconvenience to the Participant, or any other occurrence arising out of, or in connection with, the services offered herein, regardless of the cause, shall not exceed the total cost paid by the Participant for the tour or event. This release and limitation of ADVENTURES' liability shall extend to ADVENTURES' directors, officers, stockholders, employees, agents, and representatives. ADVENTURES shall not be obligated to make alternative arrangements for missed transportation. ADVENTURES is not responsible for lost or stolen baggage, or any other personal items brought on the tour or event.

A) **TOUR OR EVENT MODIFICATIONS** - In the unlikely event ADVENTURES makes any modification to the specific services or travel arrangements listed in the tour or event brochure, ADVENTURES will use its best efforts to substitute comparable services or arrangements. Should such modifications become necessary, no price reduction or partial refund will be offered, if such modifications are deemed necessary to accommodate the best interests of the Participant and/or other participants. ADVENTURES will immediately notify the Participant of any increase in the tour or event price occurring due to circumstances beyond ADVENTURES' reasonable control and the Participant may either cancel within fourteen (14) days of the giving of such notice and receive a full refund, or elect to cover the difference in price.

B) **DOCUMENTS** - Once ADVENTURES issues and delivers travel or other documents, i.e., theme park tickets, event/activity tickets, and/or lodging vouchers, these documents become the sole responsibility of the Participant. ADVENTURES shall not be responsible for replacements of or refunds for lost or stolen documents.

C) **FORCE MAJEURE** - If forces beyond ADVENTURES' reasonable control, i.e., storms, road closures, transport strikes, etc., cause the tour or event to be extended, the Participant must pay all extra costs associated with such extension, i.e., extra lodging, meals, and transportation. If the Participant does not, for any reason, including but not limited to, injury or adverse weather conditions, use his/her provided theme park tickets or other tour or event components, the Participant will not be entitled to any refund or reimbursement. In the unlikely event the entire tour or event is canceled due to circumstances beyond ADVENTURES' reasonable control, ADVENTURES shall refund the entire tour or event price to the Participant, less any non-refundable service charges incurred by ADVENTURES.

**2. TOUR PRICING:** Tour pricing is based on quad occupancy and at least 40 paid participants per bus (each bus can carry at least 44 participants and 2 adult chaperones). If your school or group has less than 40 paid participants per bus, we will try to utilize the empty seats (i.e., by making another pick-up). If we are unable to schedule another pick-up, the group may be subject to an empty seat charge per unused seat until the 40 paid participant minimum is reached. You are responsible for determining your roommates for the tour and submitting a rooming list at least 30 days prior to departure.

**3. RESERVATIONS AND PAYMENT:** Tour or event registration is confirmed ONLY when ADVENTURES' office has received and accepted a deposit of at least the amount set forth on the reverse side of this flyer and a completed, legible Application. The deposit is refundable to the extent set forth on the reverse side of this flyer. For tours, supplemental trip cancellation insurance coverage is available and **strongly recommended** (details will be sent to the Participant with the Confirmation Package). Deposits are fully transferable, and are charged a \$30 service fee. **Deposits/Payments/Fees** - Deposits and payments may be made by check, cashier's check, postal money order or credit card. Payments less than 30 days prior to the departure date MUST be in the form of a cashier's check, postal money order or credit card only and must be received at ADVENTURES' office prior to your trip departure. **CREDIT CARD PAYMENTS MUST BE SUBMITTED IN WRITING** to ADVENTURES' office. Reservations and late payments received after the final payment deadline require immediate full payment in the form of a cashier's check or postal money order only and MUST include a \$20 late registration/payment fee.

ADVENTURES will charge the Participant \$20 for all returned checks and/or incorrect/refused credit card payments. **Checks and money orders must be made payable to Adventures America.**

**4. CANCELLATIONS:** Cancellations MUST be made in writing and sent Return Receipt Requested to ADVENTURES' office. Notice of cancellation must be signed by the Participant who initiated registration, must be legible, and must include a complete address, phone number, and the ADVENTURES Account # corresponding to the initial registration. Cancellations will be subject to the fees as listed under the cancellation policy on the reverse side of this flyer. **For tours, supplemental trip cancellation insurance is strongly recommended in case you need to cancel your trip.**

**5. CORRESPONDENCE:** Upon receipt of deposit for a tour, ADVENTURES will send a detailed confirmation/payment schedule to the Participant. Only those items contained in writings provided by ADVENTURES' corporate office are to be considered factual representations of ADVENTURES.

**6. TOUR DAMAGE DEPOSIT** - A \$20 per person security deposit may be required by the hotel and bus companies to cover potential common area damage. This refundable deposit is not included in the published price nor part of the initial deposit, but is required to be paid to ADVENTURES with final payment.

**7. STANDARDS:** ADVENTURES reserves the right to enforce reasonable rules and standards of conduct to facilitate the Participant's and others' well-being and enjoyment of the tour or event. Without limiting its rights under this section, ADVENTURES will not tolerate any Participant using or possessing illegal substances or weapons, underage drinking of alcohol, fighting, theft, or vandalizing or destroying other's property. If necessary to enforce its rules and standards, ADVENTURES will, at its sole discretion, have the Participant removed from the hotel and/or removed from the tour or event group, at the Participant's sole cost and expense, without subsequent refund. In the event of such removal, the Participant shall no longer be considered a part of ADVENTURES' tour or event group. The Participant, and his/her parent(s)/guardian(s) if the Participant is under 18 years of age, hereby release ADVENTURES from any and all liability arising out of, or in connection with, the Participant's removal and the Participant shall reimburse ADVENTURES for any expenses paid for, or incurred by, ADVENTURES in order to facilitate the Participant's removal. The theme parks and attractions visited may also enforce certain standards (i.e. dress standards). Details will be mailed to you in your confirmation package.

**8. RELEASE OF KNOWN & UNKNOWN CLAIMS:** Travel and event-associated activities, such as participation in theme park rides, swimming, beach or water activities, etc., may result in injuries or damages to you and/or others. You should not take any unnecessary risks and should avoid potentially dangerous situations. Your participation in such travel-associated or other activities is entirely voluntary, and if you choose to participate in such activities, you do so at your own risk. By signing the Application, you and your parent(s)/guardian(s) agree that ADVENTURES shall not be liable for any damage, loss or injury that may result from your participation in any such activities.

**9. MEDICAL RELEASE:** By signing the Application, the Participant represents to ADVENTURES that he/she is in good health and has no medical condition or disability, or need for prescription medication which would require special attention on the tour or at the event (except where separately noted in writing to ADVENTURES' office). If the Participant becomes ill or injured while on the tour or at the event, the Participant and his/her parent(s)/guardian(s) agree that ADVENTURES shall have the right, but not the duty, to take reasonable action to secure emergency medical attention and/or transportation for the Participant. The Participant agrees to immediately inform ADVENTURES of any injury or illness incurred during the tour or event and to pay for any expense incurred for such medical attention, transportation, or other related emergency services. Any and all medical expenses incurred by the Participant are the sole responsibility of the Participant.

**10. CHAPERONES:** Volunteer adult chaperones will accompany the group on the tour. These adults are not employees of Adventures America. Chaperones are selected by the group and are there to assist keeping the group organized. Each Participant is responsible for his / her own actions including the standards of conduct, although the chaperones have the right to interpret acceptable standards of conduct.

**11. ENTIRE AGREEMENT:** This Agreement, the Informed Consent (the terms of which are incorporated herein by reference), and the tour or event brochure, together constitute the entire agreement between the parties, and supersedes any previous agreements or understandings. The Agreement can only be modified by a writing signed by the party to be charged, and shall be governed by and interpreted pursuant to the laws of the State of California. **Any dispute between the parties, or any of them, as to the interpretation or enforcement of any provision of this Agreement, or for any claimed injury, loss or damage sustained while on the tour or at the event, shall be resolved by binding arbitration, which shall be conducted in Contra Costa County, California, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect.**