

# Individual Travel Agreement

## Academic Travel Services, Inc., Terms and Conditions

By booking your travel arrangements with us, you, the participant and/or the participant's parent or legal guardian are agreeing to be bound by the terms and conditions together with any additional documentation we give you, and any additional terms and conditions of any Supplier that are applicable to your travel arrangement ("The Agreement"). The Agreement describes what you are legally entitled to expect from us when you book your trip through us, in addition to important obligations you enter into as a participant that affect your legal rights. Therefore, it is of vital importance that you read everything we provide to you in their entirety. **The Sponsor assumes the responsibility of sharing these Terms and Conditions with each participant in their group.** ATS is not responsible for any participant's unawareness of the Terms and Conditions due to the failure of the Sponsor to share this information with all participants. If you do not agree with our terms and conditions you must speak with us before making any booking and/or securing your group participation by the payment of monies.

1. Academic Travel Services, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, "ATS") your school or other sponsor, city or town, Board of Education, chaperones, if applicable, and its and their employees, (collectively, "Sponsor") does not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators whether or not they use the ATS name, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, neither ATS nor your Sponsor is liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

2. Without limitation, neither ATS nor your Sponsor is responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, lost or stolen belongings, 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 diseases, epidemics, pandemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, decisions of government, or for any other cause beyond the direct control of ATS or your Sponsor. In such case ATS shall not be obligated to make any refund.

3. Cancellation by you. ATS is required to pay all suppliers well in advance of your tour date. This includes but is not limited to hotel accommodations, meals, show tickets, admission tickets, transportation, etc. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform ATS through your sponsor/director **immediately in writing** using the **Withdrawal Form** and request a written confirmation of your cancellation. Upon receipt, ATS will work with our suppliers to obtain refunds subject to the supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not ATS. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

4. Changes in hotels or itinerary (for example, changes in or omitting cities, visitation points, revising the order of the itinerary, etc.) may be made at the discretion of ATS or your local ground operator as it or they deem necessary or desirable. Such changes shall not be deemed material and will not entitle you to any refund. ATS reserves the right to take photographic or film records of any of its trips and participant agrees that ATS may use any such photographic or film records for promotional and/or commercial purposes, as well as approve of such use by third parties whom ATS may engage without any remuneration to participant. Participant assigns to ATS all right, title, and interest in or to any and all media in which his or her name or likeness might be used.

5. ATS reserves the right to decline to accept or retain any person as a member of any trip. In the event a member is expelled from a trip, no refund of any kind will be made. ATS reserves the right to cancel any trip and except in the case of a force majeure cancellation as described in clause 2, its sole obligation to refund all monies received by it for the trip. These terms and conditions can be changed only by a writing signed by an officer of ATS

6. It is strongly recommended that each participant purchase Trip Cancellation/ Interruption insurance and additional "Cancel For Any Reason Coverage." ATS is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. ATS cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker. There is a limited window of time in which to purchase some types of coverage so we advise that you speak to your independent broker as soon as possible after booking.

Declining travel protection plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

7. ATS is not responsible for participant's well-being when absent from group supervised activities or on a visit to friends or relatives. Participant accepts liability for any financial **obligations** incurred or any damage or injury caused by his or her negligence or willful conduct while participating in an ATS program. ATS must receive signed agreements before departure; it is the student's and/or parent or guardian's responsibility to turn in such agreement.

8. All tour members shall **observe** the rules of safety and conduct as well as the applicable laws of the destination as directed by the tour escort or chaperone who has absolute authority to expel any tour participant whose actions or behavior are considered detrimental to the group's welfare or inconsistent with ATS rules and regulations. ATS has a zero tolerance for the consumption of alcohol, the use of non-prescription drugs, theft, and vandalism. Any such breach will result in immediate expulsion. ATS is released from any liability to any expelled member for such expulsion and no refunds shall be made.

**9.** If I become ill or incapacitated, ATS may take whatever action it deems necessary to preserve my health and safety including, without limitation, obtaining medical treatment for me at my expense, and/or transporting me at my own or my parent's expense back to my home for medical reasons. I agree to pay any extra expenses incurred on my behalf for medical or other reasons. If my teacher and/or chaperone has paid such expenses, I will reimburse him or her.

**10.** ATS retains the right in its sole discretion to contact participant's school, parents and/or guardian with regard to health issues or any other matter whatsoever which relates to participant or participant's program. These rights transcend any and all privacy regulations that may apply.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Full details must be confirmed in writing at the time of booking and whenever any change in the condition or disability occurs. ATS will make all reasonable efforts to accommodate requests, but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the participant requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

ATS, the Sponsor, and our suppliers are, unfortunately, unable to offer additional assistance to participants with limited mobility and all such assistance will need to be provided by a travel companion. Participants with disabilities must notify ATS in writing no later than the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

For safety and liability reasons, ATS and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. All special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. While most meal establishments can offer general options, ATS cannot guarantee that options will be available. Should a participant have special dietary requirements, that participant shall be solely responsible for any additional expense to their meal plan.

For the safety of our guests, ATS reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

**11.** ATS reserves the right to increase the price of any program by the amount of any increase in its cost including, without limitation, increases in aviation fuel prices, air carrier tariffs, motorcoach company tariffs, energy surcharges, rates of currency exchange (for foreign destinations), applicable government taxes and any other cost increase. The limit of such a price increase is 10% of the originally contracted trip cost. However, a program price change due solely to contracted group size change is specifically incorporated in the group's contract. I agree to pay such increases in price and shall not be entitled to cancel my reservation and receive a refund on these grounds.

**12.** I have indicated any medical problems which might affect my program participation on a separate sheet.

**13.** This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina, exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in North Carolina. You agree that you will only bring claims against ATS in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. ATS shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a tour means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against ATS unless you have first provided a typewritten notice of claim to ATS within 30 days after the tour or cancellation of the tour.**

**14.** By offering reservations for travel in particular international destinations, ATS does not represent or warrant that travel to such areas is advisable or without risk. It is your responsibility to be aware of travel warnings, advisories, and travel restrictions/requirements as announced by the U.S. State Department or any other government agency. Should you choose to travel to a country that has been issued a travel warning or advisory, ATS will not be liable for damages or losses that result from travel to such destinations.

U.S. citizens, including minors, traveling outside the United States are required to carry a machine-readable passport valid for 6 months after the return date along with applicable visas. It is your responsibility to obtain proper documentation to travel, including but not limited to a passport, and any required visas, reciprocity fees, affidavits, immunizations, etc. For information about passport requirements you can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>.

Non-U.S. citizens, those traveling on non-U.S. passports, or those arriving to or departing from a non-U.S. destination, should inquire with any applicable embassies or immigration authorities about entry/exit requirements for countries they are visiting, departing from, or returning to.

ATS bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your tour related to improper documentation or government decisions about entry.