

TOUR PARTICIPANT AGREEMENT FOR USA STUDENT TRAVEL IMPORTANT TERMS & CONDITIONS OF CONTRACT – READ CAREFULLY

This agreement sets forth the Terms & Conditions under which USA Student Travel(USA) 5080 Robert J Mathews Parkway, El Dorado Hills, CA 95762 agrees to provide airfare, motor coach, and other components of this tour.

RESPONSIBILITY: Neither USA, nor its employees, affiliates, officers, directors, successors, agents, and assigns, 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 services, local tour 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, 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, 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) and the Federal Aviation Administration (www.faa.gov) for current news and releases regarding air and public transportation.

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, if at anytime 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.

RESERVATIONS AND PAYMENTS: A non-refundable deposit per passenger and a completed and signed Registration Form are required to secure a reservation no later than the first deposit date. Complete payment is due on or before final payment date. USA will process applications for reservations on a first-come first-served basis. 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 gets too full, adults will be placed on the waiting list first, students second. If there is a cancellation the first student on the waiting list will be added in the cancellation slot. If there is no additional space to add, you will receive a full refund. There is a \$30 per-person fee (plus any airline or tour package imposed fees) for changing your reservation, if permitted once deposit has been received by USA. Checks, money orders, cashier's checks, MasterCard, Discover Card and Visa may be used for deposits and payments up until final payment date, so long as there is still space available. Reservations made after final payment date must pay in full, plus a \$30 late fee. No personal checks will be accepted after final payment date. 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. Payments may also be made online at www.usastudenttravel.com. Participants will receive a monthly invoice and be expected to make a minimum MANDATORY payment towards the price of the travel package. Final payment must be received by final payment date or be subject to automatic cancellation. There will be a \$30 service charge for all returned checks and a \$10 service charge for declined credit cards.

TRUST ACCOUNT: California law requires certain sellers of travel to have a trust account or fund. This business has a trust account. Your payment for scheduled air services, motor coach and to secure accommodations, transfers, and all other components of your tour will be placed into USA's Client Trust Account #380-1531314, Wells Fargo Bank.

PRICES: The price of this travel package is set forth in this invoice based on airfares and prices in effect at the time of booking, and also reflects a discount payment by cash, check, or money order. Credit card price must add \$15 per person (one time only) to the current cash discount price. Airfares and rates are subject to change. Price increases could include fuel surcharges, tax increases, not meeting minimum signup requirements, change of date or trip, and other unforeseeable fees. We will notify you in writing if these fees change and or prices increase. Prices are based on quad occupancy (4 in a room), unless otherwise specified. ****IMPORTANT**** You and your school coordinator are responsible for choosing roommates 60 days prior to trip departure. USA DOES NOT assign roommates. Males and females must be separated. Adult travelers will be roomed double (2 in a room) or single occupancy upon request and only if available and will be charged the additional occupancy cost. Remember, Students room with students and Adults room with adults. Once final rooming is complete and your student is not in a quad room, USA reserves the right to bill you for the triple(3), double (2), or single (1) occupancy price stated in your package. The price of the program is based on a minimum number of paid participants per motor coach. Minimums not being met could result in an additional charge.

CANCELLATION AND REFUND: If you cancel your reservation, your right to refund is limited, as set forth below. All cancellations and request 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 prior to final payment date will result in loss of the non-refundable deposit, optional insurance costs, if purchased, and any additional airline or hotel fees (if any). Cancellation received on or between final payment date, but more than 45 days prior to departure date, will result in a \$150 cancellation fee plus any other additional airline, insurance, hotel, activity or motor coach fees. 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 for 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 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.

NAME CHANGES/SUBSTITUTIONS: Name changes are accepted until 45 days prior to departure. There is a \$30 service charge (plus any airline or tour package imposed fees) on all name changes. A name change must be in writing, signed by both participants and mailed/faxed to USA. USA assumes no responsibility for money exchanges between participants.

PARENT PERMISSION FORM: All participants are REQUIRED to submit their signed parent permission form before departure. The Head Chaperone will collect this form on the day of departure (unless otherwise specified). No participant will be allowed to travel without a signed form.

OPTIONAL TRAVEL PROTECTION INSURANCE: Travel Protection is available and strongly recommended should you be forced to cancel for unforeseen circumstances, as specified in the insurance policy. This important, low-cost protection, which covers trip interruption/cancellation, travel delays and baggage delays, is provided by Travel Insured International and can protect your investment. Please refer to Part A of the information brochure on the Travel Insured International link on the www.usastudenttravel.com website. This insurance is nonrefundable and nontransferable. Insurance costs are based on the cost of your trip (\$1-\$500= \$30; \$501-\$1,000=\$50; \$1,001-\$1,500=\$70; \$1,501-\$2,000=\$100). Please include the cost (\$30, \$50, \$70 or \$100) of the optional cancellation insurance with your deposit or payment. Insurance is only added when full payment is included. You must do this prior to final payment date. If the participant chooses to deny coverage, he/she will assume full financial responsibility for the cost of the travel package price and will hold USA harmless for any losses due to cancellation, lost or stolen baggage, delays or any other unforeseen circumstances. No premium refunds for this insurance are available unless there is a cancellation where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of this agreement.

CANCEL FOR ANY REASON INSURANCE: To purchase this additional benefit level of insurance plan you must pay for the plan at the same time as Your Initial Trip Deposit (\$1-\$500= \$45; \$501-\$1,000=\$79; \$1,001-\$1,500=\$109; \$1,501-\$2,000=\$149) and you must be medically able to travel at the time you purchase Your Plan and You pay the full cost of the Cancel for any Reason Plan option. With this option, you may cancel your trip for any reason up to within 48 hours of scheduled trip departure date for a covered reason (as outlined in the Description of Coverage) you will receive a full refund. The amount you paid for the insurance is non-refundable.

BAGGAGE: The air carrier allows each passenger to check in one piece at 50 pounds and one carry-on bag that can fit under the seat. For domestic flights the air carrier's liability is limited to \$2,500 per passenger for both checked and unchecked baggage. USA is not responsible for damage to luggage. Carriers are not liable for damage to soft luggage.

JURISDICTION AND VENUE: The terms and conditions set forth herein are governed by, and are to be construed in accordance with, the laws of the State of California. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any term or condition or to enforce any right and/or legal remedy, such action must be brought in a State or Federal court in the State of California with a venue in the County of El Dorado.

PERSONAL EXPENSES: Prices include only those services specifically stated in your tour package. Items such as food, clothing, room service, telephone calls, purchased activities, tipping, and other items not specifically mentioned in the brochure are not included and the responsibility of the participant.

SCHOOL SPONSORED/NON-SCHOOL SPONSORED: Please check and understand whether your trip is a school sponsored or non-school sponsored program. All the same rules, behavior code and dress code requirements apply in either case.

CHAPERONES AND TEAM USA STAFF: Chaperones are required on all trips and are selected by the trip organizer. Administration, Teachers and parents are all invited to participate. **USA Staff are not chaperones;** however, USA staffing of these programs is provided to guarantee a smoothly- run program.

PARTICIPANT RESPONSIBILITY: You are responsible for your actions on the entire tour, beginning and ending with air flights or motorcoach. It is your decision and choice to participate or not to participate in activities. Activities are not mandatory; they are voluntary. Your decision to participate is not actionable against USA. Further, you are responsible for the consequences of your participation. 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 will provide staffing to guarantee a smoothly run program. **HOWEVER USA STAFF ARE NOT CHAPERONES.** USA cannot be responsible for lost or misdirected mail. Changes and updates in your address and phone number should be submitted in writing or online at www.usastudenttravel.com.

DISABLED STUDENTS: If you have a disability that requires accommodation or special assistance, you must notify us in advance. 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 to make reasonable accommodation for disabled students. Assistance with respect to personal care matters involving handling of monies, i.e. payment for various sundry items: cognizance of distance, location and time; hygiene; feedings; and similar matters do not constitute reasonable accommodations, and the disabled 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 disabled student. Participant must notify USA of any special needs prior to final payment date.

SELLER OF TRAVEL: USA is registered as a seller of travel services in the states of California #2079143-40, Washington #602524335, Nevada #2002-0822 and Florida #36354, and is a registered Hawaiian travel agency #6270. Please see our website for updated information. Registration as a Seller of Travel does not constitute approval by the State of California. California Customers Only: In the event of the default of USA, you may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund. If you as a travel participant or as a person making payment on behalf of a travel participant (a "California customer") are located in California at the time of your purchase, you have a right to make a claim against the Fund for a refund of any money paid to USA that is due because of the bankruptcy, insolvency, cessation of operations, or material failure to provide transportation or travel services sold. The claim must be filed within one year after you become aware of your loss. For a claim form and additional information, write to: Travel Consumer Restitution Corporation, P.O. Box 8474, Northridge, CA 91327. Non-California customers are not covered by California Travel Consumer Restitution Fund and are not eligible to file a claim against that Fund in the event of the default of USA. Nevada Customers Only: Recovery Fund for consumers damaged by Sellers of Travel: You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in this state for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Nevada Consumer Affairs Division of the Department of Business and Industry at the following locations: Southern Nevada: 185- East Sahara Avenue, Suite 101, Las Vegas, Nevada 89104; 702-486-7355 (phone), 702-486-7371 (fax), ncad@fyiconsomer.org, Northern Nevada: 4600 Kietzke Lane, Building B, Suite 113, Reno, Nevada 89502; 775-688-1800 (phone), 775-688-1803 (fax), renocad@fyiconsomer.org.

FLIGHT SCHEDULE CHANGES/DELAYS: 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 the control and responsibility of USA.

FLIGHT DEVIATIONS: If you wish to deviate from the group on your flight reservations, you must notify USA in writing prior to your final payment date. Any participant request for a flight deviation will be assessed a \$125 service charge plus any other additional airline fees and charges. All deviations are subject to the terms and conditions of the airline and based on availability. Participants who deviate are required to sign a waiver of Liability Form.

SHARING OF 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 share your personal information with those companies. We may share the following information: Name, address, phone, birth date, gender, and school you attend or teach at, and/or email address. 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 promote and advertise future tours.

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 agree to all of its conditions.

REGISTRATION & METHOD OF PAYMENT FORM:

School or Group Name: _____

Legal First Name: _____ Preferred Name: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____ Phone Number: (____) _____

Date of Birth: ____/____/____ Male _____ Female _____ Email: _____

Payment Information: Check _____ (Check Number _____) Money Order _____ Visa _____ Master Card _____ Discover Card _____ Amount: \$ _____

Credit Card Number: _____ Expiration Date: _____

Name of Cardholder (PRINT): _____ Signature of Cardholder: _____

Optional trip insurance (check the option you wish to purchase, see reverse for price and descriptions): Travel Protection Insurance _____ Cancel For Any Reason Insurance _____

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS.

*By signature below, the participant and parent expressly consent to the use by USA of participant's name, photo or likeness for promotional purposes.

Signature of Parent: _____ Date: _____ Signature of Participant: _____ Date: _____

USA Student Travel & USA Educational Adventures, 5080 Robert J Mathews Parkway, El Dorado Hills, CA 95762; 916-939-6805