

**TOUR PARTICIPANT AGREEMENT FOR USA EDUCATIONAL ADVENTURES**  
**IMPORTANT TERMS AND CONDITIONS OF CONTRACT - READ CAREFULLY**

This Agreement sets forth the terms and conditions under which USA Educational Adventures (USA), 5080 Robert J. Mathews Parkway, El Dorado Hills, CA 95762, agrees to provide scheduled air services, motorcoach and all other components of the tour.

**RESPONSIBILITY:** Neither USA, nor USA's 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, 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](http://www.dot.gov)) and the Federal Aviation Administration ([www.faa.gov](http://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 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.

**RESERVATIONS AND PAYMENTS:** A \$150 non-refundable deposit per passenger and a completed and signed Registration Form are required to secure a reservation. Complete payment is due 75 days prior to trip departure. 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 the first to be put on the waiting list, students second. If there is a cancellation, the first student on the waiting list will be added in the cancelled slot. If there is no additional space to add you, you will receive a full refund. There is a \$35 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 to 75 days prior to departure so long as there is still space available. **Reservations received after the final payment date, must pay in full, plus a \$30 late fee.** 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.usaseducationaladventures.com](http://www.usaseducationaladventures.com). Participant will receive a monthly invoice and be expected to make a minimum mandatory payment of \$100.00 towards the price of the travel package. 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 will automatically be cancelled. There will be a \$20 service charge for 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 bond. This business has a trust account. Your payment for scheduled air services, motorcoach 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 rates in effect at the time of booking, and also reflects a discount for payment by cash, check or money order. Credit card price must add \$19 per person (one time only) to the current cash discounted price. Airfares and rates are subject to change. **Price Increases** could include fuel surcharges, tax increases, not meeting minimum signup requirements and other unforeseeable fees. We will notify you in writing if these fees change. Prices are based on quad occupancy (4 in a room), unless otherwise specified. **\*\*IMPORTANT\*\*** You and your school coordinator are responsible for choosing roommates 75 days prior to departure. USA DOES NOT assign roommates. Males and females must be separated (no co-ed rooms will be allowed). Adult travelers will be roomed double (2), or single (1) occupancy upon request and will be charged the additional cost. Remember, students room with students and adults room with adults. Once final rooming is completed 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 bus/motorcoach. 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 requests 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 nonrefundable deposit amount of \$150.00 and any additional airline or hotel fees (if any.) Cancellations received on or between the final payment date and 45 days previous to departure are assessed a \$250 cancellation fee plus any other additional airline, hotel, activity or motor coach fees. Cancellations received within 45 days prior to 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 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.

**TRAVEL PROTECTION INSURANCE:** Additional 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 B of the information brochure provided to you or check out the Travel Insured International link on the [www.usaeducationaladventures.com](http://www.usaeducationaladventures.com) website. This insurance is nonrefundable and nontransferable. This insurance is automatically billed to each participant's account. Participants must decline the insurance to remove it from their account, or in the event participant's account is not paid in full by the final payment date, the premium charge will automatically be removed. 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.

**BAGGAGE:** The air carrier allows each passenger to check in one piece at 50 pounds, plus 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 sided 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 Sacramento.

**PERSONAL EXPENSES:** Prices include only those services specifically stated in the tour package. Items such as snacks, clothing, room service, telephone calls, purchased activities, tipping and other items not specifically mentioned in the trip flyer are not included.

**SELLER OF TRAVEL:** USA is registered as a seller of travel services in the states of California, Washington, Florida, and Nevada. Respective sellers of travel registration numbers are: **California #2079143-40, Washington #602524335, Florida (pending) and Nevada #2002-0822.** Please see our website for any updated information. Registration as a Seller of Travel does not constitute approval by the State of California. Right of California Customer to Make Claim on the California Travel Consumer Restitution Fund: 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 the person making payment on behalf of the 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 - 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@fyiconsumer.org, Northern Nevada: 4600 Kietzke Lane, Building B, Suite 113, Reno, Nevada 89502, 775-688-1800 (phone), 775-688-1803 (fax), renocad@fyiconsumer.org.

**FLIGHT SCHEDULES/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 \$75.00 service charge plus any other additional airline fees and charges. All deviations are subject to the terms and conditions of the airline carrier and based on availability.

**PARTICIPANT RESPONSIBILITY:** You are responsible for your actions on the entire tour, beginning and ending with air flights. 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.** All travel documents will be provided at the departure meeting. 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.usaeducationaladventures.com](http://www.usaeducationaladventures.com).

**SCHOOL SPONSORED/NON-SCHOOL SPONSORED:** Please check the itinerary to 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.

**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.

**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 be sharing your personal information with those companies. We may share the following information: name, address, phone, birth date, gender, school you attend or teach at, and/or email. USA may also share this information with other non-related companies, unless you inform USA in writing that you do not consent to sharing of your information to non-related companies. 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 I/we hereby agree to all of its conditions.