

Participant release & agreement

I, the undersigned (or my parent or guardian if I am a minor), an applicant for an educational tour provided by Explorica, Inc. (hereinafter referred to as "Explorica"), agree to the following:

- 1** My Explorica tour begins with the departure of the Explorica bus or take-off of the flight from my departure city and ends upon completion of the return flight or Explorica bus trip to the United States.
- 2** I agree to release Explorica (which term shall include agents, officers, directors, shareholders, staff members, Tour Directors, and employees of Explorica, as well as Explorica itself), my school board or district, and my school and teacher/Group Leader from, and agree not to sue such persons for, any claims that I may have arising from, or in connection with, any physical or property damage or other loss that I may suffer from any cause whatsoever other than the gross negligence of such persons. Without limiting the generality of the foregoing, I release such persons from, and agree not to sue such persons for, any damages that I may suffer from any injury, loss, damage, accident, delay, or expense resulting from events beyond their control, including, without limitation, acts of God, weather, war, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from any vehicle, or from any act or omission by bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or any other firm, agency, company, or individual.
- 3** I understand that the air carriers' liability for loss or damage to baggage or property, or for death or injury to person, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility to any traveler aside from their liability as common carriers.
- 4** I understand that Explorica is not responsible for me when I am apart from Explorica-supervised activities, such as visits to friends or relatives, or during stay-ahead/stay-behind optional periods if the optional period does not include the services of an Explorica Tour Director.
- 5** If I become ill or incapacitated, Explorica and its employees, or my Group Leader, may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.
- 6** I agree to abide by Explorica's regulations and the directions of my Group Leader or Explorica's personnel during my tour. Failure to do so may result in Explorica terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Tour Fee and that Explorica may then send me home at my own expense.
- 7** I agree to abide by all local laws when abroad, including those concerning drugs and alcohol (and if I am a minor, when such laws are not in conflict with parental/guardian permission). I understand that to abuse or disobey such laws is to waive the right to a refund of any part of my Tour Fee and that Explorica may then send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.
- 8** I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses, ferries, trains, or cruise ships. I will indemnify Explorica and hold it harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an Explorica tour.
- 9** I understand that both Explorica and my Group Leader reserve the right to refuse or cancel my enrollment at their sole discretion, and that standard cancellation fees will apply.
- 10** Explorica has the right to make changes in tour itineraries and departure dates and to modify transportation arrangements, including the use of substitute airlines. In the event of changes being made, refunds will be given only in accordance with the provisions of the "Explorica Terms and Conditions" supplied herewith.
- 11** I understand that it is my responsibility to secure the necessary travel documents, including passport, visas, transit visa and any required travel insurance unless specifically arranged for the group by Explorica. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in the "Explorica Terms and Conditions."
- 12** I acknowledge my choice to travel with the teacher or Group Leader organizing my group, and I understand that this choice is not the responsibility of Explorica. I understand that Explorica reserves the right to reassign my group to a replacement teacher or Group Leader should my original Group Leader be unable to, or determine not to, participate in the tour and that the standard cancellation policy will apply if I choose not to travel with the new Group Leader.
- 13** I understand that future Explorica advertising and publicity material may include statements made by participants or their video clips or photographs, and I consent to such use of my comments or photographic likenesses.
- 14** I understand that as a participant over the age of 13, or as a parent of a participant under the age of 13, I authorize my first name and last initial (or my child's first name and last initial) to be included in an online roster which is only visible to other tour participants and Explorica employees.
- 15** This agreement constitutes the entire agreement between Explorica and me with reference to the subject matter referred to herein, and I understand that no warranty or representation not herein, including but not limited to any oral statements made to me by agents of Explorica or by my school or Group Leader, applies to any Explorica tour. This agreement may be amended or modified only in writing, signed by an Explorica officer at Explorica's main office in Boston, Massachusetts.
- 16** This agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts. Any claim or dispute arising hereunder shall be settled by arbitration before a single arbitrator in Boston, Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association in Boston. The demand shall be made within six months after the claim, dispute, or other matter in question has arisen.

Explorica terms & conditions

The following terms & conditions are valid until August 31, 2015, and for travel between October 1, 2014, and September 30, 2017.

What does the tour fee include?

- > Round-trip transportation from your departure city
 - > Accommodations that sleep 4 per room, always with private bathrooms unless otherwise noted; participants may be roomed with other same-gender participants from the entire bus group
 - > Airport or bus transfers at destination and all transportation between cities, except when deviating from your group
 - > Local transportation to all scheduled itinerary activities
 - > Breakfast daily (unless otherwise noted)
 - > Dinner daily at destination (unless otherwise noted)
 - > Beverages at dinner
 - > All excursions, led by professional local guides, as specified in the itinerary
 - > City walks led by an Explorica Tour Director, as specified in the itinerary
 - > Theater tickets and visits to local attractions, as specified in the itinerary
 - > Full-time services of a professional Tour Director
 - > 24-hour emergency service
 - > Overnight security in selected cities
- > Access to your personal Tour Center for six months after each tour
If we fail to deliver any of the above services, we will promptly refund you its value.

What does the tour fee not include?

- > Taxes, fuel surcharges and airport fees*
- > Lunch, unless specified in the itinerary
- > Optional excursions and/or extensions
- > Explorica's Travel Protection Plan
- > Local transportation to unscheduled activities
- > Tips to Tour Director, bus drivers, or local guides
- > Any applicable private group fee or small group supplement
- > Passport, visa, transit visa and any required travel insurance (if applicable)
- > Any applicable baggage-handling fees imposed by airlines

What about a travel protection plan?

Through Trip Mate, our third-party travel protection plan provider, four out of five Explorica travelers protect their tours with our travel protection plans. Explorica offers two great plans that help protect your educational travel investment.

Explorica's Travel Protection Plan

Our standard travel protection plan covers you for the following events:

- > A traveler's injury, sickness, or death of a family member
- > Theft of passport or visas
- > Flight cancellations due to strike or bad weather
- > Loss of luggage and personal effects
- > Trip cancellation or trip interruption due to covered reasons such as a covered sickness, illness, injury or death
- > Trip cancellation or trip interruption due to terrorist acts, as defined

Explorica's Travel Protection Plan Plus

Along with providing you the same benefits as our standard Travel Protection Plan, the Explorica Travel Protection Plan Plus also includes our exclusive Cancel For Any Reason Waiver Benefit.

With our Cancel For Any Reason Waiver Benefit, if you cancel your trip for any reason not otherwise covered by this policy, we will reimburse you for **75% of the non-refundable cancellation fees** which apply to your trip, provided:

- 1) Payment for this plan is received by Explorica within 14 days of your initial deposit/payment for your trip; and
- 2) you cancel your trip thirty (30) days or more before your scheduled trip departure date.

This Cancel For Any Reason Waiver Benefit does not cover: 1) penalties associated with any air or other travel arrangements not provided by Explorica; or 2) the failure of Explorica to provide the bargained-for travel arrangements due to cessation of operations for any reason.

The Cancel For Any Reason Waiver Benefit is provided by Explorica and is not an insurance benefit underwritten by United States Fire Insurance Company and must be purchased within 14 days of your initial payment for your trip.

Travel protection plan benefits

The following benefits apply to both of Explorica's high-quality travel protection plans:

Trip Cancellation or Interruption. If you have to cancel or interrupt your Explorica trip after departure due to a covered injury, sickness, or death (your own or that of a travelling companion or a family member) or for other covered reasons such as: Cancellation or Interruption of your Trip due to: Inclement Weather, unannounced Strike, or mechanical breakdown that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours; a documented traffic accident while enroute to departure; being hijacked or quarantined; jury duty; destruction of your home or destination by fire, flood, burglary or natural disaster; being called to the emergency service of government to provide aid or relief in the event of a natural disaster; a documented theft of passports or visas; a transfer of employment of 250 miles or more; a Terrorist Incident which occurs in a city listed in the itinerary of your Trip provided the Terrorist Incident occurs within 30 days prior to the Scheduled Departure Date for your Trip; or revocation of military leave due to war.

Travel delay. Reimburses up to \$100 per day (maximum of \$500) for reasonable accommodation and traveling expenses until travel becomes possible if you are delayed for 12 hours or more due to a covered reason such as a common carrier delay; injury, sickness, or death of you or your traveling companion; quarantine; loss of passport, travel documents, or money; or natural disaster.

Medical expense/emergency assistance. Provides reimbursement up to \$25,000 for reasonable and customary medical expenses incurred while on your trip; emergency dental treatment received during your trip, up to \$750; the costs for emergency transport to home or an appropriate hospital, including escort expense (both, if deemed necessary by the attending physician), for a covered injury or sickness which occurs while on your trip; or the cost of homeward carriage if deceased, up to \$50,000.

Baggage & personal effects. Coverage up to \$2,000 for direct physical loss or damage to your baggage, passports, or visas while on your trip. A \$600 maximum limit applies to jewelry, gems, watches, cameras and camera equipment, and furs; a \$300 per article limit applies to all other items. If, while on your trip, your baggage is delayed for more than 24 hours, we will reimburse you up to \$100 for the purchase of necessary additional clothing and personal articles.

Pre-existing conditions waiver. The plan exclusion for pre-existing conditions is waived if you purchase the plan within 14 days of your initial deposit/payment for your trip.

A "Travel Protection Plan" which provides complete details of the plan, including conditions, exclusions, and limitations, is available to you on our website by searching "travel protection plan" or at any time by request. **Please Note:** This advertisement does not constitute or form any part of the Description of Coverage or any other contract of any kind. **This plan is underwritten by:** United States Fire Insurance Company, Eatontown, NJ. **Please Note:** Plan benefits, limits, and provisions may vary by state jurisdiction. To review full plan details

*All tour fees for tours departing after September 1, 2014 include airport fees.

online, go to: www.tripmate.com/wpF433E. Benefits are administered by: Trip Mate, Inc., 9225 Ward Parkway, Suite 200, Kansas City, MO, 64114, 1-800-888-7292 (*in CA, dba Trip Mate Insurance Agency).

For more information on Travel Protection, visit <http://www.tripmate.com/wpF433E>.

The cost for Explorica's Travel Protection Plan is \$12 per day of your tour, maximum \$180. This plan must be purchased at the time of enrollment and cannot be refunded once selected.

The cost for Explorica's Travel Protection Plan Plus is \$18 per day of your tour, maximum \$270. This plan must be purchased at the time of enrollment, and cannot be refunded once selected.

Explorica is USTOA insured

As an active member of the United States Tour Operators Association (USTOA), your tour investment with Explorica is protected by USTOA's \$1 Million Travelers' Assistance Program, which covers Explorica customers in the unlikely event of Explorica's bankruptcy, insolvency, or cessation of business.

United States Tour Operators Association \$1 Million Travelers Assistance Program

Explorica Inc., 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 Explorica Inc. customers in the unlikely event of Explorica Inc.'s bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by Explorica Inc. may be sufficient to provide only a partial recovery of the advance payments received by Explorica Inc. Complete details of the USTOA Travelers' Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, NY 10016, or by email to information@ustoa.com, or by visiting their website at www.USTOA.com.

Are there optional extras for individual participants?

General information

Any requested changes to itinerary, travel date, package type, group size, or other aspects of your tour made after your tour has been chosen may be subject to additional fees.

Please note that once a Group Leader chooses a new itinerary, new departure date, or small group supplement, that decision is binding for the group. Participants wishing to cancel their enrollments at that point must pay any applicable cancellation fees. Additionally once a Group Leader or school board cancels a tour on behalf of the group, standard cancellation fees apply.

Guaranteed travel date tours. If your group enrolls on a Guaranteed Travel Date tour, your itinerary and departure date is guaranteed not to change. Please note that tour extensions and stay-ahead/stay-behinds are not guaranteed on Guaranteed Travel Date tours, and require a minimum number of travelers in order to run.

Private & Custom tours. Your group may elect to have its own bus and Tour Director rather than traveling with one or more other groups. A minimum group size is required for this option, and the group leader is responsible for ensuring that the minimum is met. A private tour will follow the published itinerary (including any tour upgrades or options your group has selected). Your initial price quote includes a private group fee based on your estimated group size, and that fee is variable based on the final group size and tour length. If your final group size is less than the initial quoted group size, participants will be required to pay an increased private group fee. If individuals or the group chooses to cancel, or the minimum group size is not met, all applicable cancellation fees would apply.

Consolidated tours. In order for us to offer the lowest possible Tour Fees, tour prices are based on a minimum of 30 paying participants. We therefore sometimes combine smaller groups into one larger group of approximately 50 participants, giving you the benefit of meeting students and teachers from other schools. If an insufficient number of participants sign up for a tour, Explorica will collaborate with the Group Leader to find a similar or comparable tour, and participants will then pay the fees for the new tour. If no similar tour is available, the group may pay a small group supplement to run the original tour.

Changes in travel dates. For Private, Custom, and Consolidated Tours, Explorica reserves the right to change the date of departure due to heavy demand on certain peak travel dates. From October 1 to April 30, the change of date will be no more than one day in either direction. From May 1 to September 30, the change of date may be up to three days in either direction.

Changes in itineraries. Explorica reserves the right to make changes in the itinerary when deemed necessary. These changes might include shifting the order of cities visited, reversal of the tour, separate flight itineraries, or exchanges of airlines, or modes of transportation. On certain days some attractions might be closed, so we will offer a similar activity or refund you the cost of the cancelled event. If your group's flight arrives late on the scheduled arrival day, we will attempt to reschedule any activities you miss on that day or provide an adequate substitute activity on another day of your tour.

Airlines and airports. Explorica works with only reputable and reliable international and U.S. airlines, such as American Airlines, Delta, Air Canada, United Airlines, and US Airways. For departures from New York, Explorica uses JFK, Newark, and La Guardia airports interchangeably. For departures from the Washington, D.C. area, Explorica uses Baltimore, Ronald Reagan, and Dulles airports interchangeably. For departures from Fort Lauderdale, Explorica uses Miami and Fort Lauderdale interchangeably. For departures from Houston, we use Hobby and George Bush. The passenger contract in use by the airline, when issued, shall constitute the sole contract between the airline and the passenger. The airlines mentioned above shall have no responsibility to any traveler aside from their liability as common carriers.

Some countries require insecticide spraying of aircraft prior to a flight or while passengers are on the aircraft. Federal law requires that we refer you to the DOT's disinsection website at <http://airconsumer.dot.gov/spray.htm> for more information.

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative or visit http://www.faa.gov/about/initiatives/hazmat_safety/

Passports and visas. When applicable, it is each traveler's responsibility to obtain a valid passport, visa, transit visas and any required travel insurance coverage and notarized parental consent form. We suggest that this process be completed well in advance of departure. Please note that customs officials may not allow you to enter a country unless your passport is valid for at least six months after your return date. All travelers must contact the appropriate embassies and consulates to inquire about and obtain any necessary visas for all countries to be visited.

Additional information. Each Explorica tour begins when you leave from your departure city and ends upon completion of the return trip.

No warranties, representations, terms, or conditions apply to any tour unless expressly stated in this document or in a letter signed by an Explorica officer at our US main office in Boston, MA. Explorica, its affiliates, directors, officers, employees, teachers, or school administrators, including any person or entity employed or utilized by Explorica in any foreign country, cannot be held responsible for any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including, without limitation to, acts of God, war, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from any vehicle, or from any act or omission by bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or any other firm, agency, company, or individual.

Explorica reserves the right to cancel a tour at its discretion. In the event of instability in a destination country, decisions to cancel a tour will be based on Travel Warnings issued by the U.S. State Department.

Providers of certain tour activities or inclusions may require that additional waivers or terms & conditions are signed by the Group Leader, chaperone, or traveler prior to participation in that activity or inclusion. Those documents are not governed by Explorica, and it is the Group Leader, chaperone, or participant's responsibility to read and understand them prior to signing. Failure to complete these documents may result in delays or modification/cancellation of the tour inclusion, and no refund from Explorica will be provided.

Please note that a participant will not be allowed to travel on an Explorica tour if his/her name does not appear on the travel roster on the day of departure or if he/she has not agreed to Explorica's terms and conditions.

Explorica Inc. is registered with the State of Florida as a Seller of Travel. Registration No. ST38044
Explorica Inc. is registered with the State of California as a Seller of Travel. Registration No. 2060558-20
Explorica Inc. is registered with the State of Washington as a Seller of Travel. Registration No. 603093174

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