

2011/2012/2013 TOUR PARTICIPANT AGREEMENT FOR USA STUDENT TRAVEL – IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY

This Agreement sets forth the terms and conditions under which USA Student Travel (USA), 5080 Robert J. Mathews Parkway, El Dorado Hills, CA 95762, agrees to provide scheduled airline, motor coach and other components of the tour.

§1 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), the Federal Aviation Administration (www.faa.gov) and the Transportation Security Administration (www.tsa.gov) for current news and releases regarding public travel.

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.

§2 RESERVATIONS AND PAYMENTS: A non-refundable deposit (as noted on reverse) per passenger and a completed and signed Registration Form are required to secure a reservation no later than the first deposit date (as noted on reverse.) **If you are making a deposit payment at the Parent Information Meeting, your deposit is fully refundable for the first thirty (30) days from the meeting date.** Complete payment is due 75 days prior to trip departure. 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 capacity is reached, adults will be the first to be put on the waiting list, students second. If there is a cancellation, a Student on the waiting list will be added in the cancelled slot prior to an Adult. If there is no additional space to add you, you will receive a full refund. There is a \$75 per-person fee for changing your reservation, if permitted, once deposit has been received by USA. Checks, money orders, cashier's checks, American Express, 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 \$50 late fee and any additional air or hotel costs. Late registrations will be confirmed on a space available basis. 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. Credit Card payments may also be made online at www.usastudenttravel.com. **Credit card charges will appear as WorldPass Travel Group on your credit card statement.** When you the client provide a check as payment, you authorize us the company either to use information from your check to make a one-time electronic fund transfer from your account in the amount noted or to process the payment as a check transaction. For inquiries, please call the corporate office at 916-939-6805.

§3 MANDATORY PAYMENT: Participants (confirmed or waitlisted) will receive a monthly invoice and are required to make a minimum MANDATORY payment of \$100.00/month towards the price of the travel package. Failure to make your monthly payments may result in your status changing from Confirmed to Pending with cancellation penalties still active. 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 \$25 service charge for returned checks and a \$10 service charge for declined credit cards.

§4 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, motor coach and to secure accommodations, transfers and

all other components of your tour will be placed into USA's Client Trust Account #382-7081476, Wells Fargo Bank.

§5 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. Airfares and rates are subject to change. Prices reflect a discount for payment by cash (check, e-check, cash, money order.) A non-cash payment fee of \$25 (one time only) will be added to the current cash discounted price when using other forms of payment. Price increases could include fuel & baggage surcharges, tax increases, not meeting minimum sign-up requirements, change of date of trip, and other unforeseeable fees. We will notify you in writing if these fees change and or prices increase. Student prices are based on quad occupancy (4 in a room), unless otherwise specified. "IMPORTANT" You and your group coordinator are responsible for choosing roommates 75 days prior to departure. USA DOES NOT assign student roommates. Males and females must be separated. 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. Adult travelers will be roomed double 2/room if requested or single occupancy and will be charged the applicable occupancy cost. USA reserves the right to assign double occupancy adult roommates. If no roommate is available, adult travelers will be assigned single occupancy and billed at the higher single occupancy rate. Students room with students and adults room with adults. The price of the program is based on a minimum number of paid participants per motor coach. Minimums not being met could result in additional charges, changes to the itinerary or combining with another group at USA's discretion.

§6 CANCELLATION AND REFUND: If you cancel your reservation, your right to refund is limited, as set forth below. Cancellation by USA pursuant to §16 of this Agreement are also subject to the following cancellation policy. 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 before 125 days prior to departure will result in loss of the non-refundable deposit, optional insurance costs if purchased, and any additional airline, hotel, minimum, activity or motor coach fees (if any). Cancellations received on or between 125 days prior to departure and 45 days prior to departure are assessed a \$250 cancellation fee plus optional insurance costs if purchased, and any additional airline, hotel, minimum, activity or motor coach fees (if any). 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 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.

§7 GENERAL/OPTIONAL TRAVEL CANCELLATION 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 the Voluntary Protection Plan of the cancellation insurance brochure at the Traveler Resources link on the www.usastudenttravel.com website. This insurance is nonrefundable and nontransferable. This insurance is automatically included to each participant's account. If participants desire to retain this additional coverage, they must make payment for it by final payment date. In the event participant's account is not paid in full by the final payment date (trip cost plus insurance cost,) the insurance premium charge will automatically be removed and participant will be financially responsible for all cancellation charges if cancellation occurs. 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. Travelers insurance is recommended.

§8 UPGRADED CANCEL FOR ANY REASON INSURANCE: If you purchase this level of insurance Plan at the same time as Your Initial Trip Deposit (Trip deposit + Insurance Cost = initial payment) and you are medically able to travel at the time you purchase this insurance Plan, then you may cancel your trip for Any Reason up to 48 hours prior to the scheduled departure date and receive a refund of 75% maximum of the total trip cost. However, if you cancel within 48 hours of scheduled trip departure date for a covered reason (as outlined in the Evidence of Benefits brochure) you will receive a full 100% refund less insurance costs.

§9 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 baggage. Carriers are not liable for damage to soft baggage. If your tour specifies that the cost of baggage is included, USA will pay for 1 piece of checked baggage under 50 pounds on both outbound and return flights. If participant's luggage weighs more than 50 pounds or has more than one piece of luggage, participant is responsible for additional costs. Participant should view airlines' website for information on baggage charges.

§10 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 El Dorado County.

§11 PERSONAL EXPENSES: Tour Price includes only those services specifically stated in the tour package. Items such as snacks, clothing, room service, telephone calls, purchased activities, tipping, additional or over weight baggage, and other items not specifically mentioned in the trip flyer are not included and are the participant's responsibility.

§12 SELLER OF TRAVEL: USA is registered as a seller of travel services in the states of California #2079143-40, Washington #602524335, Florida #ST36354, and Nevada #2002-0822. Registration as a Seller of Travel does not constitute approval by any State. 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 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 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.

§13 TRAVEL DATES/FLIGHT CHANGES/DELAYS: USA strives to keep your original travel dates. However, USA reserves the right to change the date of departure due to heavy demand and flight availability by no more than three business days from the original date. Participant acknowledges that these changes are not grounds for cancellation without penalty. Flight times are not guaranteed and may effect 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. USA will work with the airline to re-accommodate group. Flight deviations are not available on group air travel. Participants who deviate from any part of the tour are required to sign a Waiver of Liability Form.

§14 PARTICIPANT RESPONSIBILITY: You are responsible for your actions and well-being 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. Participant realizes that there are inherent risks (injury/health) in travel and fully accepts responsibility for those risks. 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. Chaperones and chaperone responsibilities are provided by the travel group and not USA. All reasonable 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.usastudenttravel.com

§15 SCHOOL SPONSORED/NON-SCHOOL SPONSORED: Please check the itinerary to understand whether your trip is a school sponsored or non-school sponsored program. In most cases, USA Student Travel is the sponsoring organization. All school behavior rules and dress code apply.

§16 NO LIMITATIONS THAT WOULD IMPEDE GROUP TRAVEL- DISABLED STUDENTS OR STUDENT WITH SPECIAL NEEDS: Please keep in mind that when traveling as part of group, the ability to timely and safely depart and arrive is essential. By execution of this Agreement, you represent that the student has no limitations that will impede the travel plans of the group. If the student has a disability or other limitation that can be reasonably accommodated, the parent/guardian must notify us at the time of reservation but no later than one week prior to final payment date of the limitation, and identify the reasonable accommodation requested. 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 and the student to attempt to make reasonable accommodation for the student. Assistance with respect to personal care matters, which may include, but is not limited to: handling of monies (i.e. payment for various sundry items);

cognizance of distance, location and time; hygiene; feedings; administration of medication; and similar matters, do not constitute reasonable accommodations, and we may inquire as to the limitations of a student with respect to such personal care matters, and the 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 parent/guardian.

If the student has a medical condition that causes reasonable doubt that the student can complete the flight safely, a medical certificate (a written statement from the student's physician stating that the student is capable of completing the flight safely without requiring extraordinary medical assistance during the flight) may be requested. If a medical certificate is requested and not provided, the student may be prohibited from participating in the trip.

USA is relying on your representation that the student has no limitation that will impede the travel plans of the group. If prior to departure, USA becomes aware of the existence of a previously undisclosed limitation, or that a student's limitation is

different or greater than that which was represented to us and such limitation cannot be reasonably accommodated, USA will cancel the student's trip. See cancellation policy for the amount to be refunded, if any. If at any point during a trip, USA becomes aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us, and such limitation cannot be reasonably accommodated, USA is entitled to arrange for the return of the student to his/her original departure city and airport and USA will have no financial responsibility regarding the cost of such return. In such a situation, parent/guardian agrees to timely pick up or arrange for timely pick-up of the student. USA is not responsible for any inconvenience or cost of a delayed or cancelled/rescheduled return flight for such student.

§17 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 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 advertise tours and participant does not expect any compensation.

§18 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.

OPTIONAL CANCELLATION INSURANCE SUMMARY*

General Insurance: (Specific Coverage's)

- Coverage: Death, Illness, Injury, Quarantine, Jury Duty, Court ordered appearance or traffic accident while en route to departure point, travel delay, lost luggage, emergency services.
- Must be reported to USA 72 hours (3 days) of incident. May cancel as late as day of departure to qualify for refund.
- Payment: Must be paid by final payment date.
- Refund: 100% less the cost of the insurance.
- This insurance will be shown on your invoice if you did not select the Upgraded Insurance (outlined below) at registration

Upgraded Insurance: (Cancel For Any Reason)

- Coverage: "Cancel for any reason" Must be reported to USA within 48 hours of departure (2 days).
- All coverage listed in General Insurance above is included.
- Payment: Must be purchased at time of initial deposit.
- Total Due: Insurance Premium + Initial Deposit
- REFUND – CANCELLATION FOR ANY REASON: 75% of monies paid less the insurance premium
- REFUND – CANCELLATION FOR COVERED REASON: (Death, Illness, Injury, Quarantine, Jury Duty, Court ordered appearance or traffic accident while en route to departure point, travel delay, lost luggage, emergency services) 100% of monies paid less the insurance premium

Cancellation Insurance is there for your Protection! It Protects your Investment!

*For complete information see Travel Insured International's Evidence of Benefits Brochure online at www.usastudenttravel.com (Traveler Resources). Travel Insured International is not affiliated with USA Student Travel.

Registration & Payment Form: (all Fields Required)

Name of School or group you are travelling with: _____

Traveler Full Legal Name: _____ Date of Birth: _____ Male Female

(Name must match **EXACTLY** the ID that will be carried while on tour) (First Name, Middle Name/Initial, Last Name) (Required)

Student(Quad) Adult (Double – If Available) Adult (Single) **Please check if student is disabled or special needs** (see terms and conditions §16)

Mailing Address: _____ City: _____ State: _____ Zip Code _____

Home Phone: (_____) _____ Parent Cell Phone: (_____) _____ Parent Email _____

Yes, I am purchasing the "Cancel For Any Reason Insurance Plan" and have included the non-refundable premium (as outlined on reverse) with my initial deposit.

Payment Information: : (Make Checks Payable To USA Student Travel)

Check/Money Order _____ Credit Card Type _____ Deposit + Insurance Cost = Total payment Amount \$ _____

Credit Card Number: _____ Expiration Date: _____ CVC #: _____ Billing Zip Code: _____

Name of Cardholder (PRINT): _____ Signature: _____

****Credit card price must add \$25 per person (one time only) to the current cash discounted price. NOTE: Credit card statement charges will appear as WorldPass Travel Group****

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS TOUR PARTICIPANT AGREEMENT. I ACKNOWLEDGE THAT I HAVE MADE ALL DISCLOSURES IN ACCORDANCE WITH §16.

Signature of Legal Guardian/Parent: _____ Date: _____

Adult Shirt Size (if included in your trip package outlined above): S M L XL XXL

Please Mail a paper copy of my monthly statements to the address above. (If box is not checked, you will receive statements by **email** only.)

Please Automatic Charge my account using my credit card information above each month for the \$100 payment and the final amount due on Final Payment Date.