

ADVENTURE STUDENT TRAVEL RELEASE FORM

I (and parent or guardian if applicant is under 18) am an applicant for an educational tour provided by Adventure Student Travel, LLC (hereinafter referred to as "AST"). By signing this Application, I understand and agree to the following:

1. I understand that my tour begins and ends as set out in the Group Travel Agreement signed by the authorized signer.
2. I agree to release, indemnify and hold harmless my school, my school board of education, my group leader, the chaperones on tour, AST and its affiliates (including parents, members, agents and employees of AST as well as AST itself) (the "Released Parties") from, and agree not to sue the Released Parties for, any claims that I may have arising from, or in connection with, any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatever related in any way to my participation in an AST tour. Without limiting the generality of the foregoing, I release, indemnify and hold harmless the Released Parties from, and agree not to sue them for any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from the Released Parties' negligence other than from intentional or reckless acts by such parties. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), Terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including, without limitations, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators. This release also includes activities not offered by AST that may be considered risky including, but not limited to, horseback riding, scuba diving, snorkeling, river rafting, parasailing, etc. I understand that hotel pool facilities do NOT provide a lifeguard and that any use of such facilities will be at my own risk. Unless otherwise stated, night security is NOT included in your package.
3. I understand that an air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs, or the Warsaw Convention, or both. I also understand that a motor coach company's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their booking terms and conditions.
4. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol. (Minors must have parents' permission to use alcohol even if the local law would otherwise permit them to.) I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the fee. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.
I will abide by the rules and regulations of the facility in which I am housed, or attraction that I am visiting. In the event that my failure to abide these rules causes me to be ejected from the facility/attraction, I will be responsible for securing alternate housing and or transportation and will be responsible for 100% of the costs associated with alternate arrangements.
If I am required/requested to go back home ahead of schedule, or if I am not able to return with the rest of the group, I am responsible for securing alternate transportation and am 100% responsible for the cost associated with alternate arrangements.
5. I understand and agree that AST has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines. All attractions, venues, transportation are based on availability at the time of booking.
6. I understand that by enrolling in this tour, I have made the choice to travel with the teacher/chaperone organizing my group, and I understand that this choice is not the responsibility of AST. Such chaperones are not agents for, or employees of AST. The Released Parties shall not be liable for the actions, or non-actions, of the chaperones. I understand that a chaperone must accompany me on the tour.
7. I understand and agree to the Terms and Conditions of travel signed by Group Leader (see pg.2). I further submit that I am by association held to the same Terms as it applies to me, including but not limited to the conditions surrounding the voluntary cancelation of my participation in the tour as described in the Cancelation Policy. I will rely on my group leader to explain the terms and will contact them regarding any issues with said Terms and Conditions including, but not limited to, any questions regarding any refunds. Such refunds will be paid by company check in the name in which AST received payment.
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, or other property.
9. I understand that this tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.
10. I understand and agree that this agreement and AST's Group Travel Agreement constitute the entire agreement between AST and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of AST, or by my school. This agreement may be amended or modified only in writing, signed by both parties. The waiver by AST of any provisions of this Agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.
11. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of Missouri. In the event of any claim, dispute or proceeding arising out of my relationship with AST, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the Missouri and of the United States District Court for the Eastern District of Missouri.
12. I understand and consent that any photos/videos submitted to AST and any comments posted on social media can be used by AST for future publicity and/or promotion.
13. I understand that the Package Price presented to me by the group leader is based upon a minimum number of paying participants (unless otherwise noted) and the group's failure or inability to meet such minimum number of paying participants may necessitate changes to the Tour Package and/or increase the Tour Fare.
14. I understand that Adventure Student Travel reserves the right to pass along to myself and the group any and all fees, charges, and surcharges (including and without limitation to fuel surcharges) imposed by service providers, including and without limitation to airlines, motor coach companies, and other common carriers.

Sign your application only when you have read in full and understood the contents of this release agreement. This application must be signed and returned to AST, before travel.

Birth date of Traveler: _____ Gender: M F Passport ID# (Cruise & International Trips) _____

Passport Exp. Date _____

Full Legal Name of Traveler

Print Name of Parent/Guardian (if traveler is under 18)

Signature Date

Signature Date

Traveler's Cell#

Parent Contact Number

Traveler's Email

Parent Email

Mailing Address

City, State, Zip

<p>Traveler Information Needed:</p> <p>Allergies: _____</p> <p>Travel Restrictions: _____</p> <p>_____</p> <p>Emergency Contact: _____</p> <p>_____</p>
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Adventure Student Travel Terms & Conditions

*** Authorized by Group Leader and provided for your reference ***

1. Price Quotation:

The price for your land package is confirmed after the full non-refundable deposit is received. Transportation suppliers may assess additional fees, fuel surcharges or taxes that are beyond our control. These additional charges will be added to the transportation segment of your quote. If your package includes airfare, baggage fees are the responsibility of the group and will be due at the time of travel. There may also be additional vendor cost if agreement is not signed and returned by the expiration date listed on the bottom of the agreement. No arrangements are confirmed until we have a signed agreement with number of travelers.

2. General Liability:

Exploring America, D.B.A. Adventure Student Travel LLC holds general liability of \$2,000,000. If your school or organization must be listed as a beneficiary, the insurance company imposes a \$52.50 fee. Once we receive the \$52.50 your organization will be added as a beneficiary and we will send documentation listing you as such.

3. Registration:

Groups must list the correct number of participants on the signed agreement in the correct ratio (adults/students). Groups must also submit a list of participants who have registered for this tour within 21 days after the time the agreement has been authorized along with the registration forms.

4. Required Forms:

Some vendors may require forms to be completed by the group. Your agent will present these forms to the Group Leader. They will also inform you of when these forms are due. These forms must be submitted to the agent by this date. If the forms are late, your group will be at risk of losing the attractions, lodging, and transportation that the form references. Examples: If we do not have the rooming list 60 days prior to travel, the group would be at risk of incurring additional fees from the hotel, or not having enough rooms reserved. If we do not receive airfare legal names list by the due date, the group will lose their airfare.

5. Payments:

Please remit payment according to the payment schedule in your Group Travel Agreement. The preferred method of payment for each scheduled installment is a mobile payment, school check, cashier's check or money order. Wire payments will be accepted for payment and will incur a processor-imposed fee of \$50 per transaction as well as any fees generated from your bank. If your group has purchased the individual payment plan, credit cards are also accepted. Payments should be mailed to 18221 Salem Trail, Kirksville, MO 63501. All payments are due in our office by the due date, not postmarked by the due date. Without timely payment, the group is at risk of losing reserved attractions.

6. Non-refundable Deposit:

The deposit on the agreement is non-refundable. It is calculated by the total number paying on the agreement times the per person deposit. If you cancel before you have paid the deposit, you are still financially liable for the deposit due. Payment must be received within 14 days or your account will be turned over to collections. Late payments will be subject to the late payment fees.

7. Reduction in Group Size:

If your group reduces size from the original number on the signed agreement, the group is still responsible for the entire non-refundable deposit based on the original number. The group will also be responsible for any applicable vendor fees that have been incurred from the vendor. If your numbers drop below the price range in the agreement, an amendment will be sent by your agent with the new price range. Your group will continue to be responsible for the original price range and payment dates until the signed amendment is received in our office.

8. Late Enrollment Fees:

Late enrollment fees (additional 10% of the individuals total package price) may apply to any individual who registers after the initial registration period in addition to any increase in vendor fees. * Also, we must receive registration forms and deposit as well as any scheduled payments listed on the agreement that have preceded the late enrollment, within 7 calendar days after notification of the change. *Some attractions might not have additional availability. Your agent will notify you prior to the addendum.

9. Cancellation Policy: (Entire Group or Per Person)

Cancellation 90 days or more from departure: *Full refund less your non-refundable deposit (paid or unpaid) and any applicable vendor fees. Cancellation 89 to 46 days from departure: *Full refund less your non-refundable deposit (paid or unpaid), 50% of your total package price and any applicable vendor fees. Cancellation 45 days or less from departure: NO REFUND. You will still be responsible for 100% of the package price plus any applicable vendor fees. *Late payments will be subject to fees as applicable.

10. Late Payment Fees:

There is a grace period of 7 calendar days. Grace period does not apply to payments scheduled less than 45 days prior to travel. 7 calendar days late: additional \$35 per person. 14 days late: additional 4% late fee per person with an additional 4% late fee accrued each month past due thereafter.

11. Final Payment:

All final payments must be made in full no less than 45 days prior to travel unless approved in writing by the administrator of Adventure Student Travel. If payment is not received by 35 days prior to travel, the entire trip will cancel.

12. Change Fees:

The following change fees will apply to any requested changes. All requested changes must be made in writing and must come from the group leader or contact person. NO changes allowed 45 days or less prior to travel date. Itinerary Changes: \$100 per change; fees will only be charged if the change is available and the itinerary has been finalized. Changes must be of comparable value to the original itinerary item. Name Changes (for any reason): \$25 fee plus any applicable vendor fees; based on availability and time restrictions of the airline (or other vendor).

13. Insufficient Funds:

Any checks returned due to insufficient funds will be assessed a \$35 fee per check per attempt to collect and if the returned check causes a payment to be delinquent, late charges will also apply as outlined above.

14. Travel Packet & Tickets:

Under normal circumstances travel packet and tickets will be sent out to the group approximately 15 to 30 days prior to travel. However, no tickets will be released until all payments have been received in full and have been processed. If payments have been delinquent, your travel packet will be delayed.

15. Hotels:

Each room will have a maximum of 2 beds unless otherwise stated by Agent. Double occupancy with 2 beds will result in 1 bed per person. Quad occupancy with 2 beds will result in 1 bed per 2 people. Incidentals at the hotel are the group's responsibility and the group leader may be asked to submit a credit card upon check-in to cover any incidentals. Lifeguards are not provided at hotel pool – use at your own risk.

GROUP TRAVEL PROTECTION PLAN WAIVER

Travel Insured International offers Group Travel Protection for trips booked through Adventure Student Travel. Adventure Student Travel highly recommends that each traveler purchase the protection plan, which is purchased separately from the trip cost. Information about this plan has been provided to the group leader and a copy sent to each email we have on file for the group. If you would like to receive the information again, please send an email to denise@adventurestudenttravel.com. For details about plan coverage, please call Travel Insured International at 844-440-8113.

If you decide that you are not interested in the protection plan, please sign below to acknowledge that you have received this information and choose to waive the plan.

I, _____ (Legal Guardian of Traveler), waive my option to purchase the Group Travel Protection Plan for _____ (Traveler). I understand that this coverage is highly recommended by Adventure Student Travel.

Signature of Legal Guardian

Date

School Name

The insurance benefits that are part of the plans are underwritten by United States Fire Insurance Company. As a travel retailer, Adventure Student Travel and its employees may transact Travel Insurance on Travel Insured International's behalf and under TII's direction, including offering/disseminating information on their behalf, including brochures, buyer guides, descriptions of coverage, and price, referring specific coverage/feature/benefit questions to TII, disseminating/processing applications for coverage, coverage selection forms, or other similar forms, collecting premiums on TII's behalf, and receiving/recording information to share with TII. Purchasing a travel plan is not required in order to purchase any other products or services offered by Adventure Student Travel.