

Participant Release & Binding Arbitration Agreement

I, the undersigned (or my parent or guardian if I am under 18 years old), an applicant for an educational tour provided by Explorica, Inc. (hereinafter referred to as "Explorica"), agree to the following:

- 1** Explorica, Inc., its owners, directors, officers, employees and affiliates, your sponsoring school, teachers, chaperones and group leaders, (collectively "Explorica") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Explorica is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Explorica is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Explorica. In addition, I release Explorica from its own negligence and assume all risk thereof.
- 2** 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.
- 3** Without diminishing Paragraph 1 of this Agreement, I understand that Explorica is not responsible for me when I am apart from Explorica-organized 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.
- 4** If I become ill or incapacitated, Explorica, or my Group Leader, may take any action they deem necessary for my safety and well-being, including attempting to secure medical treatment (at my own expense) and/or transporting me home at my own expense.
- 5** 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 disobeying such rules or directions is cause for me to be sent home, at my own expense, with no right of refund.
- 6** I agree to abide by all local laws including those concerning drugs and alcohol. I understand that to abuse or disobey such laws is cause for me to be sent home, at my own expense, with no right of refund. I understand that I will be subject to the laws of the country I am visiting.
- 7** 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 or facilities, buses, ferries, trains, or cruise ships. I will indemnify Explorica and hold it harmless for any financial liability or obligation which I incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an Explorica tour.
- 8** I understand that both Explorica and my Group Leader reserve the right to refuse or cancel my enrollment for conduct which in either's sole discretion could impact the participant's ability to comply with trip regulations or which could impact the group's enjoyment of the trip and that in any such case standard cancellation fees will apply.
- 9** Explorica has the right to make changes in tour itineraries and departure dates and to modify transportation or lodging arrangements. 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.
- 10** I understand that it is my responsibility to secure all 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."
- 11** 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.
- 12** Any film or video likeness taken of me while participating in an Explorica program and any comments or statements made by me while participating in an Explorica program may be used in future promotional or other materials published by Explorica without payment of any consideration therefor.
- 13** I understand that as a participant or as a parent of a participant I authorize my first name and last initial to be included in an online roster.
- 14** This agreement, and the Terms & Conditions supplied herewith (collectively, "Agreement") constitute the entire agreement between Explorica and me. 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.
- 15** BINDING ARBITRATION. I agree that any dispute concerning, relating, or referring to this Agreement, the brochure, or any other literature concerning the tour, or the tour itself shall be resolved exclusively by binding arbitration in Boston, Massachusetts, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Massachusetts law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable.

Explorica's code of conduct

To make sure everyone has a fun, mishap-free adventure, it's important that you follow a few basic behavioral guidelines on your tour.

E

Educate yourself about the culture you're visiting. Before you jet off across the world, do a little research. How do they dress? What do they eat? How do they say "hello"? This will help you adjust to the new environment and keep you from looking like a tourist.

X

X marks the spot. Be where you need to be when you need to be there. Always come prepared with local maps, essential phone numbers, and a watch, so it's easy for you to get to designated meeting spots on time. Scheduled activities are mandatory. If you need to be excused from an activity for any reason, please ask your group leader for permission in advance.

P

Pay attention to your surroundings. In a new environment, there's a lot to take in, but you need to stay alert. Be mindful of your safety and belongings at all times, so that you can avoid any mishaps while traveling.

L

Listen to your group leader and tour director. Your group leader is responsible for your safety, and your Explorica tour director is an expert in every aspect of your destination. It is important that you listen to them and do what they say at all times. This means getting places on time, respecting curfew, and following all rules in place, so everyone can have a fun and safe experience.

O

Organize your free time responsibly. Throughout your trip you'll have periods of free time. During this time, you should always be with a small group, and never stray too far from your meeting place. Be sure to wear a watch, carry a map, and allot plenty of time to get to your meeting place early, so the rest of your group doesn't have to wait.

R

Respect the people and the culture. When you travel, think of yourself as a guest in someone else's home. Even if foods, clothes, or behaviors seem strange to you, be understanding and accepting of the culture.

I

Illegal activities will not be tolerated. The laws abroad may be very different from the laws back home, but no matter how strange they may seem to you, follow them! If not, you are subject to the legal consequences and immediate dismissal from the tour.

C

Consumption of hard alcohol will not be tolerated. We do not permit excessive drinking on our tours. The allowance of a glass of wine or beer at meals is up to the discretion of your group leader if you are over 18 and of legal drinking age in the country you are visiting.

O

Offer help and support to your peers, group leader and tour director. You're all in this together! Whether a friend needs a hand lifting a suitcase, your group leader needs to get everyone quiet to call roll, or your tour director needs help learning someone's name, lend a helping hand to whoever needs it.

D

Damages are your own personal responsibility. If you break it, you buy it. If you damage anything in your hotel or bus or incur any additional fees (e.g. phone calls, room service, etc.), you will be held responsible and required to pay for it. If you notice any damage upon arrival, notify your tour director immediately.

E

Experience the world and have fun! These rules are in place to keep your entire group safe, healthy, and happy on tour. Now it's your job to get out there and enjoy the experience of a lifetime. *Bon voyage!*

Explorica terms & conditions

The following terms & conditions are valid until August 31, 2018, and for travel between October 1, 2017, and September 30, 2020.

What does the tour fee include?

- > Round-trip transportation from your departure city
 - > Accommodations that sleep 3 to 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
 - > A \$100 discount on future international tours or a \$50 discount on future US or Canada tours with Explorica
 - > 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?

- > 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, entry/departure taxes or fees, and any required travel insurance (if applicable)
- > Any applicable baggage-handling fees imposed by airlines

How do I enroll?

We use the Internet and email as our primary method of communication, a system that enables us to keep our costs — and yours — down. As such, we require a valid, current email address with which we may effectively correspond with you.

Online, phone and fax enrollments require a valid credit or debit card (MasterCard or Visa), or a valid checking account for electronic payment.

To enroll online:

Explorica strongly recommends that you enroll online. It is the most immediate and seamless enrollment method, and it allows us to keep our prices low.

To enroll online, go to Explorica.com and click on "Sign Up."

To enroll by phone:

Call toll-free 1.888.310.7121 to speak to a Customer Care Representative.

To enroll by fax:

Complete the enrollment form in the Participant Registration Booklet and fax toll-free to 1.888.375.6177. Faxes received after 5 PM EST will be entered the following business day.

To enroll by mail:

Fill in the enrollment form in the Participant Registration Booklet and mail it to:

Explorica Inc.
Attn: North America Admissions
145 Tremont Street, 6th Floor
Boston, MA 02111

All mailed enrollments may be paid by check, money order, credit or debit card (MasterCard or Visa), or electronic ACH payment from checking account.

Note: Registration date considered date received, not date marked by mail.

Enrollment deadlines

Our tours fill up fast; enroll as early as possible. All enrollments, including chaperones', received less than 95 days prior to departure will be subject to a \$95 late enrollment fee and must immediately be paid in full, including the service fee, by debit or credit card, certified check, or money order. After late enrollment applications have been received, additional charges (for last-minute flight reservations, increased Tour Fees, etc.) may apply. Late applicants will be placed on a waiting list; if no space becomes available we'll refund the full payment, minus any reinstatement or previous cancellation fees that may apply. Please be aware we cannot guarantee that participants whose enrollments are accepted less than 95 days prior to departure will share any of the same flight itinerary as the rest of their group. For the complete terms governing late enrollments, please contact Explorica or visit explorica.com/faq.

What is the payment schedule and process?

Monthly automated plan

Pay your \$50 deposit and optional travel protection plan costs with credit/debit card or checking account upon enrollment, and the balance of your Tour Fee will be automatically charged to your card or debited from your account in equal monthly installments until 35 days prior to your departure date (checking account) or 65 days prior to your departure date (credit/debit card). Please note that you must make all payments by credit card, debit card, or checking account. If two consecutive payments are returned NSF or declined by your bank or credit card company, we will change your account to the designated Manual Plan.

Full payment

Pay in full at time of enrollment.

Manual payment plan

Pay \$99 non-refundable deposit (and any selected travel protection costs) upon enrollment, a \$300 down payment 30 days after your enrollment is processed, and your tour balance 95 days prior to departure. Please note that we do not automatically deduct payments on this plan; you must make each payment manually.

General payment information

We accept MasterCard, Visa, ACH checking account payments (and require a credit card or ACH payment for our monthly payment plan), money orders, online banking and personal checks. Please note personal checks and ACH payments are only accepted until 95 days prior to departure.

Each month we will automatically charge the credit cards or debit the checking accounts of participants who choose our monthly payment plan; we will send email reminder of payments due to all other participants approximately two weeks in advance of the payment due date. You will receive payment reminders only through email and not through the mail. Payments that are late are subject to a \$25 late fee. The date of payments is determined by the date of receipt at Explorica. If you do not meet the conditions of your payment plan, your tour reservation will be cancelled (subject to standard cancellation policy).

Payments rejected due to insufficient funds, disputed by your credit company, returned to us by the drawer's bank, or returned due to a stop-payment order are subject to a \$35 non-refundable fee. We reserve the right to cancel reservations for any participant who does not meet his or her contractually obligated payment schedule.

Mail checks or money orders to:

Explorica Inc.
Attn: North America Accounts Payable
145 Tremont Street, 6th Floor
Boston, MA 02111

What is the cancellation policy?

Before the tour begins, Explorica reserves space for each enrolled traveler and thus incurs costs. For this reason, we must charge cancellation fees. In order to protect your travel investment in the event you need to cancel your tour, Explorica strongly recommends purchasing a travel protection plan. The following cancellation policies apply:

If you withdraw this many days prior to departure	The following cancellation fees apply
More than 95 days	\$99 non-refundable fee
95–31 days	50% of all fees + \$99 non-refundable fee
30 days or less	100% of all fees*

*If you notify us of your cancellation in writing at least 24 hours prior to your departure, you will receive a \$50 refund.

All cancellation requests must be submitted in writing by mail, fax, or email to cancellations@explorica.com. If you cancel and name a replacement participant in writing at least 96 days prior to departure, we will credit your account \$75.

Regrettably, we cannot refund late fees, bank fees, transfer fees, tickets and deposits for pre-booked events, or travel protection plan costs, and we cannot transfer any payments between participants. Most participants will receive their refund within six weeks.

Reinstating enrollment

Participants who have cancelled and then want to rejoin the tour must pay a \$50 reinstatement fee, plus any difference between the old and new Tour Fees and any applicable late fees, and their enrollment is subject to availability and to all conditions governing late enrollments (if applicable). Travelers must also re-purchase insurance (if applicable). If no space becomes available, all original cancellation fees apply.

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

Trip Mate's 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 a 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.

The Cancel For Any Reason Waiver Benefit is provided by Explorica and is not an insurance product. It 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 en route 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, the policy 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 Trip Mate 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: Arch Insurance Company, Jersey City, NJ. Please Note: Plan benefits, limits, and provisions may vary by state jurisdiction. To review full plan details online, go to: www.tripmate.com/wpA433E. 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/wpA433E>.

The cost for Explorica's Travel Protection Plan is \$12 per day of your tour, maximum \$180. This plan should 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 should 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.

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 them 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?

Explorica offers various options to enhance your travel experience. You must register for the following optional extras at the time of your enrollment. Any changes to your itinerary after enrollment will be subject to availability and additional charges will apply. For further details, please consult and Explorica Customer Care Representative at 1.888.310.7121.

Alternate departure airport. Depart from an airport different from your fellow group members. You pay the Tour Fee from the alternate airport, plus a service fee of \$145 if requested up to 130 days before departure. If requested between 129-90 days before departure the fee is \$195. This option is not available less than 90 days before departure. Additional fees may apply, and your alternate airport must be one of Explorica's gateways.

Land-only tours. On many of our tours, you may arrange for your own airline tickets and join the group at the first hotel at the first destination. We will discount your Tour Fee. Special conditions may apply for travelers who are minors. Please keep in mind that you should not make any flight arrangements until you receive your final tour itinerary and departure date from your Group Leader. For more details, go to explorica.com/faq.aspx.

Stay-ahead and stay-behind options. You may wish to spend time at your destinations before or after the scheduled tour. The fee for this service is \$145 if requested upon enrollment. If requested after enrollment and up to 130 days before departure, the fee is \$195. Additional fees may apply if requested or changed between 129-90 days before departure. This option is not available less than 90 days before departure. We will change your airline ticket, and you are responsible for all accommodations, meals, and transfers before and after the scheduled tour. Because we will arrange your airline tickets separately from your group's, we cannot guarantee that you will share any of the same flights, and additional fees may apply. If your group is traveling by bus to its destination, this option may not be available.

Accommodations. All participants aged 22 and younger room together in same gender triples or quads from the entire bus group (unless otherwise noted). Hotel rooms are furnished with either single or double beds; single beds sleep just one person and double beds may be shared. Participants aged 22 and younger may choose to upgrade to stay in a double/twin room for an additional \$45 per night. Participants aged 23 or older are required to stay in a double/twin room and are therefore automatically charged the additional \$45 per night. Participants aged 23 or older may choose to upgrade to stay in a single room for an additional \$85 per night. The deadline for requests for double/twin or single room upgrades is 60 days before departure. For more information on accommodations, visit explorica.com/get-ready.aspx.

Optional activities. On each program we offer a number of optional activities pre-negotiated with our suppliers. Enrolling prior to departure helps us plan; we offer you a discount on each of these activities if you enroll 45 days or more before departure. For most optional activities you can enroll online up to 95 days prior to your departure date, and over the phone up to 45 days prior to departure. After that date, you can register on a space-available basis only during the tour itself. Some activities require pre-booking; please refer to the individual tour itineraries for booking specifics. All optional excursions are based on 20 paying participants. If there are fewer than 20 paying participants enrolled on an optional excursion, Explorica reserves the right to add a surcharge or cancel the optional excursion at its discretion.

Are there optional tour enhancements for the group?

The following additions and alternatives must be reserved for the entire group when the Group Leader creates a Tour Center:

Stay-ahead and stay-behind. If the entire group would like to arrive at the first destination a few days earlier or stay at the final destination a few days later than the scheduled tour, Explorica can change your airline tickets. The service fee is \$50 per participant, plus additional costs for land arrangements which will be passed along to the participants. This optional tour enhancement requires a minimum of 10 paying participants.

Tour extensions. Many of our programs offer extensions to the normal tour. These extensions must be booked at the time of enrollment, must apply to the entire group, and any changes may incur additional charges. All tour extensions are based on 25 paying participants. If there are fewer than 25 paying participants enrolled on a tour extension, Explorica reserves the right to add a surcharge or cancel the tour extension at its discretion.

Accommodations. All participants aged 22 and younger room in same-gender rooms with travelers from the entire bus group. Alternatively, your Group Leader may choose to include our "Exclusive Rooming" option, which ensures that students from your group will not be mixed with students from other groups.

Adults and children under 6

Our programs are primarily developed for youths, but adults are welcome to participate. As our prices are based on youth rates, we charge a flat rate adult supplement of \$45 per adult (23 years of age or older). Adults are automatically placed in twin rooms unless a single room is requested. The double/twin or single room supplement will apply in addition to the \$45 adult supplement, and will be charged even if the adult requests a triple room. We do not accept applications for travelers under the age of 6 at time of departure.

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 changes in 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. 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/

Airline tickets and final itinerary. We will post all travel details, including flight schedule, hotel names, and your Tour Director's name, on our website (at your personal Tour Center) prior to departure. Airline tickets or e-ticket confirmation numbers will be sent to your Group Leader before departure. Flight times, airlines, itineraries, Tour Directors, and hotel information are subject to change. Please note any request to correct a participant's first, middle, or last name under 85 days prior to departure will incur a fee. Participants are responsible for making sure that their travel documents match their airline ticket. Those who have not done so risk being unable to board their flights. All airline tickets are non-transferable.

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 and/or have a full blank page. All travelers must contact the appropriate embassies and consulates to inquire about and obtain any necessary visas for all countries to be visited.

Passengers with Disabilities. Any disability or allergy requiring special attention should be reported to Explorica at the time you make your reservation. We will make reasonable attempts to accommodate special needs, but we are not responsible for any denial of services by carriers, hotels, restaurants, and other independent suppliers. Travelers requiring extraordinary assistance must be accompanied by a companion who is capable of and totally responsible for providing the necessary assistance. Please refer to the Special Needs and Disabilities section of our FAQ at www.explorica.com/faq for more information.

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

Explorica reserves the right to cancel a tour at its discretion and in any such case all monies paid to Explorica for the trip will be refunded. Decisions to cancel a tour may be based on Travel Warnings issued by the U.S. State Department. No additional compensation, for example, pre-trip preparation expenses, will be made.

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.

Without limitation, Explorica is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, actual, perceived or threatened epidemics, or for any other cause beyond the direct control of Explorica. For further information regarding travel to your specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (<http://wwwnc.cdc.gov/travel/>) as well as the State Department's International Travel website (<http://travel.state.gov/travel/>). I hereby acknowledge and understand the risks associated while traveling and voluntarily assume these risks in order to participate in the event sponsored by Explorica.

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.

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