

Explorica terms & conditions

The following Terms & Conditions are valid until August 31, 2011, and for travel between October 1, 2011, and September 30, 2013.

WHAT DOES THE TOUR FEE INCLUDE?

- > Round-trip airfare from your departure city
 - > Accommodations that sleep 3 to 4 per room (except on night trains, cruises, and ferries), always with private bathrooms, unless otherwise noted
 - > Airport transfers at destination (except when booked Land Only) and all transportation between cities, except when deviating from your group
 - > Local public transportation to all scheduled itinerary activities
 - > Full European or Buffet-style Breakfast daily, as per program description
 - > Dinner daily (unless otherwise noted)
 - > Lunch, per program description
 - > All excursions, led by professional local guides per program description
 - > City walks led by an Explorica Tour Director, per program description
 - > Visits to select attractions and theater tickets, per program description
 - > Full-time services of a professional Tour Director
 - > All non-optional gratuities
 - > 24-hour emergency service
- If we fail to deliver any of the above services, we will promptly refund you its value.

WHAT DOES THE TOUR FEE NOT INCLUDE?

- > Passport and visa fees (non U.S. citizens must secure any necessary visas)
- > The \$95 non-refundable Explorica Lifetime Membership Fee
- > Taxes, fuel surcharges, and airport fees (all subject to change)
- > Beverages at dinner
- > Lunch, unless specified in the itinerary
- > Optional excursions and/or extensions (including cruise shore excursions)
- > Explorica's Travel Protection Plan
- > Local transportation to unscheduled activities
- > Tips to Tour Director, bus drivers, local guides, and cruise staff
- > Weekend supplement of \$35 if your departure or return flight falls on a Friday, Saturday, or Sunday (does not apply to tours to the U.S., Canada, or Puerto Rico)
- > Any applicable Private Group Fee

WHAT DOES THE EXPLORICA MEMBERSHIP FEE INCLUDE?

- > Waived Membership Fee for life
- > Access to your personal TourCenter for six months after each tour
- > Special travel offerings for up to five years after your enrollment date

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.

TO ENROLL ONLINE:

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

To enroll online, go to Explorica.com and click on "Sign Up" at the top of the page. Enter your Tour Center ID into the box on the right-hand side of the screen and click "Go".

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

TO ENROLL BY PHONE:

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

Note: All phone enrollments require a valid credit or debit card (MasterCard or Visa), or a valid checking account for electronic payment.

TO ENROLL BY FAX:

Complete the enrollment form in the Participant Application booklet and fax toll-free to 1.888.310.7088.

Note: All fax enrollments require a valid credit or debit card (MasterCard or Visa), or a valid checking account for electronic payment.

Note: 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 Application booklet and mail it to:

**Explorica, Inc.
Attn: 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 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 99 days prior to departure will be subject to a \$125 late enrollment service fee and must immediately be paid in full, including the service fee, by credit card, certified check, money order, or electronic payment from checking account. 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 99 days prior to departure will share any of the same flight itineraries 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 \$95 Explorica Membership Fee and travel protection plan costs with credit 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 65 days prior to your departure date. 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, we will change your account to the 3-Step Manual Plan.

FULL PAYMENT

Pay in full at time of enrollment.

3-STEP MANUAL PLAN

Pay your \$95 Explorica Membership Fee and travel protection plan costs upon enrollment, and then pay \$500 toward your Tour Fee 30 days later. The total remaining balance is due 99 days prior to departure and can be paid by check, credit or debit card, or checking account. Please note that we do not automatically deduct payments on this plan; you must make each payment manually.

All full-paying participants, including participants who have previously traveled with Explorica, are required to pay the \$95 Membership Fee upon enrollment. Any participant who has already paid the Membership Fee for a previous tour will then receive a \$95 credit on his or her Explorica account.

GENERAL PAYMENT INFORMATION

You will receive payment reminders only through email and not through the mail. Payments that are late are subject to a \$50 late fee. The date of payments is determined by the date of receipt at Explorica. If you are not paid in full by 75 days prior to your departure, or do not meet the conditions of your payment plan, then your tour reservation will be cancelled (subject to standard cancellation policy).

We accept MasterCard, Visa, electronic checking account payments (and require a credit card or checking account payment for our monthly payment plan), money orders, and personal checks. Please note personal checks are only accepted until 99 days prior to departure, and checking account payments until 75 days prior to departure. Any payments made past the final payment deadline must be paid by certified check, money order, or credit card.

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 \$30 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 Admissions 145 Tremont Street,
6th Floor Boston, MA 02111**

WHAT IS THE CANCELLATION POLICY?

Before the tour begins, Explorica reserves space for each enrolled student 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 recommends purchasing its travel protection plan. The following cancellation policies apply:

If you withdraw this many days prior to departure	You will receive a full refund minus the following amounts
More than 140 Days	\$300 + the \$95 Membership Fee or Deposit
140–100 days	\$500 + the \$95 Membership Fee or Deposit
99–31 days	50% of All Fees + the \$95 Membership Fee or Deposit
30 days or less	No refund

* If you notify us of your cancellation in writing at least 24 hours prior to your departure and return any paper tickets we have issued, you will receive a \$100 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 100 days prior to departure, we will refund \$200 of your cancellation fees. Regrettably, we cannot refund late fees, bank fees, transfer fees, Travel Protection plan costs, or visa fees and we cannot transfer any payments between participants. Most participants will receive their refund within four 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

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 Interruption. If you have to interrupt your trip after departure due to a covered injury, sickness, or death (your own or that of traveling companion or a family member) or for other covered reasons such as: cancellation of arrangements by an airline due to strike or bad weather; a documented theft of passports or visas; or a terrorist incident which occurs in a city which is listed on the itinerary of your trip and within 30 days prior to your scheduled departure date for your trip, as defined, you will be reimbursed up to the trip cost for the unused, non-refundable land or water arrangements and the additional transport charges paid to return home or to rejoin your trip (limited to economy one-way airfare, or first class if your original tickets were first class).

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 within 52 weeks of a covered sickness which occurs 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 under the Travel Protection Plan or is available to you at any time by request.

The Explorica Travel Protection Plan benefits are administered by: Trip Mate, Inc. (in CA , dba Trip Mate Insurance Agency), 9225 Ward Parkway, Suite 200, Kansas City, Missouri 64114; tel. 1.800.888.7292.

The Explorica Travel Protection Plan is underwritten by United States Fire Insurance Company, Morristown, NJ.

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.

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.

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, New York 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 overseas experience. You must register for the following optional extras at the time of your enrollment. Any changes to your itinerary after time of enrollment will be subject to availability and additional charges will apply. For further details, please consult a Customer Care Representative.

Alternate departure airport. Depart from a different airport than your fellow group members. You pay the Tour Fee from the alternate airport, plus a service fee of \$145. 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 overseas destination. We will discount your Tour Fee. Special conditions may apply for travelers who are minors. 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. 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.

Double/twin or single room supplement. All students room together in same-gender triples or quadruples from the same Consolidated Tour Group except on night trains, cruises, and ferries. The fee to stay in a double/twin room is \$30 per night (\$70 per night on cruise ships or ferries), and for those 23 years of age or older, a single room is \$65 per night. Please note that single room accommodations are not available on night trains, cruises, or ferries. Double/twin accommodations are not available on night trains. All requests for double/twin or single rooms must be made at least 50 days prior to departure.

Optional excursions. On each program we offer a number of optional activities pre-negotiated with our overseas 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 99 days prior to your departure date, and you can enroll over the phone for most excursions 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 (assuming you are flying into or out of the same airport as the scheduled tour). The service fee is \$50 per participant, and all additional costs for land arrangements 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 will 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.

ADULTS AND CHILDREN UNDER 8.

Our programs are primarily developed for students, but adults are welcome to participate. As our prices are based on student rates, we charge a flat rate adult supplement of \$125 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 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 8 at time of departure.

GENERAL INFORMATION

Any requested changes to itinerary, travel date, package type, 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. Additionally, once a Group Leader cancels a tour on behalf of the group, standard cancellation fees apply. Participants wishing to cancel their enrollments at that point must pay any applicable cancellation fees.

Guaranteed Travel Date Tours. For our Guaranteed Travel Date tours, all hotels and Tour Directors are booked before your group registers, but they are subject to change. Flights may also change once posted; please check your TourCenter for the most current information.

Private & Custom Tours. Your group may elect to have its own bus and Tour Director rather than traveling with one or more other groups to reach Explorica's minimum group size of 35 paying participants. A private tour will follow the published itinerary (including any tour upgrades or options your group has selected), and the quoted fee for a private tour depends on your group size and tour length. (If your final group size is less than the quoted group size at 99-30 days prior to departure, participants will be

required to pay a small group supplement or, if they choose to cancel, any applicable cancellation fees.)

Consolidated Tours. In order for us to offer the lowest possible Tour Fees, tour prices are based on a minimum of 35 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 schools other than your own. If an insufficient number of participants sign up for a tour, Explorica will communicate to the Group Leader any changes to a comparable tour.

Changes in travel dates. For Private 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. If we suggest a change of departure from a weekday to a weekend, Explorica will waive the weekend supplement.

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, cruise ships, or modes of transportation. On certain holidays some attractions might be closed, so we will offer a similar activity or refund you the value 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. We cannot offer refunds for these activities.

Airlines and airports. Explorica works with only reputable and reliable international and U.S. airlines, such as Alitalia, Air France, American Airlines, British Airways, Continental Airlines, Delta, Iberia, Lufthansa, Air Canada, United Airlines, US Airways, TACA, and Virgin Atlantic. 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 Florida, Explorica uses Miami and Fort Lauderdale interchangeably. For departures from Houston, we use Hobby and George Bush. For international flights to and from Scotland, Explorica uses Glasgow and Edinburgh airports interchangeably. For international flights to and from Ireland, Explorica uses Shannon and Cork interchangeably. For international flights to and from Italy, Explorica uses Venice and Milan interchangeably. 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.

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 TourCenter) prior to departure. Airline tickets or E-ticket confirmation numbers will be sent to your teacher 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 prior to ticketing will incur a minimum \$200 name change fee. We cannot make any changes less than 35 days before departure; participants who have not corrected their names by this date risk being unable to board their flights.

Passports and visas. It is each traveler's responsibility to obtain a valid passport, visa (if applicable), 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 three months after your return date. Non-U.S. citizens 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 airport and ends upon completion of the return flight to the United States.

Tour Fees published in the brochure are based on currency exchange rates as of Summer 2010. In the event of a major currency fluctuation or tax increases, Explorica reserves the right to adjust the Tour Fees and apply a surcharge. In the event that airlines incorporate fuel surcharges into their airfare, Explorica reserves the right to adjust the Tour Fees and apply a surcharge.

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 U.S. 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.

Group Leader Agreement

I hereby agree to the following:

1. I shall check the progress of my participants before departure with reference to passports, entry requirements, **account balances**, program details, and round-trip transportation from their homes to the airport.
2. I shall be responsible for my participants' flight tickets and help them with check-in at airports.
3. I shall follow the guidelines and perform the duties of Group Leader as outlined on www.explorica.com.
4. I shall not leave the tour at any time.
5. I shall act as a liaison to communicate to my participants all relevant tour details.
6. I shall stay behind with a participant in the case of illness, accident, lost passport, etc., if necessary.

Explorica agrees to do the following provided the Group Leader carries out the obligations listed above:

1. To pay stipends to the Group Leader prior to the tour's departure if all the participants have paid in full.
2. To pay standard liability insurance for the Group Leader providing coverage with respect to any claims by participants related to the tour. Explorica also agrees to obtain a release from the participant and/or the participant's parents related to such potential claims.

Group Leader Release

As a Group Leader on one of Explorica's programs, I do hereby grant Explorica and its agents full authority to take whatever actions they may consider to be warranted under circumstances regarding my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken on my behalf. I authorize Explorica and its agents, at their discretion, to place me, at my own expense and without further consent, in a hospital at any point outside of the United States for medical services and treatment, or if no hospital is readily available, to place me in the hands of a local medical doctor for treatment. If deemed necessary or desirable by Explorica or its agents, I authorize them to transport me back to the United States by commercial airlines or otherwise at my own expense for medical treatment. I have advised Explorica in writing of all medical conditions that may have an effect on my ability to act as Group Leader. I release Explorica and its agents from all claims relating to any disability, condition or illness.

I understand that this is a supervised program and that group standards must be observed. I promise to support and uphold the standards for behavior set forth by Explorica. I will accept the suggestions, instructions and recommendations of the Explorica staff in all matters relating to the program or personal conduct. I agree that Explorica shall have the right, at its discretion, to terminate my services as Group Leader for failure to maintain these standards, or for actions or conduct which Explorica considers to be detrimental to or incompatible with the interests, harmony, comfort or welfare of the tour as a whole. I also realize that future Explorica advertising and publicity materials may include statements by Group Leaders or their video clips or photographs, and I consent to such use of my comments and photographic likeness.

I agree to release Explorica and its agents, host arrangements abroad, and my local school or college, 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.

I understand that Explorica reserves the right, without penalty, to cancel programs due to an insufficient number of participants, or otherwise, to transfer my group to a similar tour and to make alterations in itineraries at any time without prior notice.

All references in the Release to "Explorica" and "its agents" shall include Explorica itself and all of its officers, directors, shareholders, staff members, tour directors, employees, agents and affiliated companies.

I have completely read and fully understand the foregoing Release and Agreement, including the "Terms and Conditions" section and other provisions on the Explorica website and agree to be bound thereby.