



Explorica by WorldStrides K12 International Terms & Conditions

GENERAL TERMS BEFORE WE GET STARTED

Important Information

The following trip terms and conditions are for groups traveling on a K-12 Explorica by WorldStrides international tour ("WorldStrides"). By registering for this program, you are agreeing to participate in a full-service group educational travel experience, operated by Lakeland Tours LLC dba WorldStrides, or one of our affiliate businesses. Because of the unique nature of group travel, many elements of your program and itinerary may be selected and/or scheduled at the direction of your group's Program Leader (the teacher, administrator, or parent from your school or community), who will act as your group's representative. Further, please note that, while WorldStrides and its affiliates will arrange the various travel elements for your trip, the total price quoted for your program includes additional pre-trip services, including but not limited to the development of the associated educational content and materials, the printing and distribution of program materials, the costs associated with our various group health and safety measures, and the administrative and service costs related to group management.

Waiver & Release

All participants must agree to a signed Participant Release and Binding Arbitration Agreement at the time of registration. This form can be viewed and agreed to during online registration, or printed, signed, and returned to WorldStrides via email to: info@explorica.com or by mail to: PO Box 9033, Charlottesville, VA 22906.

FLEXIBLE PAYMENT OPTIONS

We provide you with options and flexibility to make our educational experiences more accessible.

What are your payment options?

- 1) Monthly Automated Payments:** Pay your 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.
- 2) Pay in Full:** Pay in full at the time of enrollment.
- 3) 4-Step Manual Payments:** Pay your deposit and travel protection plan costs upon enrollment, \$500 toward your Tour Fee 30 days later, and 75% of your remaining balance at 110 days prior to departure. The final remaining balance is due 65 days prior to departure and can be paid by check, credit or debit card, or checking account. If you enroll 150 days prior to departure or later, you will make only three payments - deposit and travel protection plan costs at enrollment, 75% of your remaining balance at 110 days prior to departure, and the final balance at 65 days prior to departure. 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, are required to pay a deposit upon enrollment. Any participant who has already paid the deposit for a previous tour will receive a \$100 credit on your account.

Your account must be paid in full by the final payment deadline or your account will be subject to cancellation.

What if you're late on a payment?

Late Registration, Late Payment, and Fees: WorldStrides charges a late registration charge of \$145 if enrollment is less than 110 days before departure. If you are late on any payment, you will be subject to a \$50 late payment fee. No personal checks or business checks will be accepted after the final payment deadline. Only certified check, money order or credit card payments will be accepted. There is a \$35 service charge on returned checks, declined credit cards or declined e-checks. A \$200 fee may apply for any name changes made within 85 days of departure. A \$50 fee, plus any additional airfare costs, will be assessed if you cancel your reservation and choose to re-instate at a later date.

Waitlist: Your program space is not guaranteed until your account has been paid in full and you have been advised in writing that all conditions for travel have been satisfied. If you are placed on a waitlist due to late registration or an outstanding account balance after final payment date your account must clear waiting list procedures and may involve additional airline and other charges.

What do you need to know about your program fees?

The price quoted is based upon a minimum number of travelers. The price quoted is also subject to adjustment if the minimum enrollment is not met, if the program content or itinerary changes, or in the event of circumstances beyond WorldStrides's direct control. Your group may be combined with other group(s) on the program to reach minimum. The combinations may not be of the same age level or have the same itinerary. If the Program Leader chooses not to be combined and travels with less than the minimum number of participants, an additional cost will be charged to your account.

Non-Refundable Fees: The fee for enrollment in a Trip Protection Program (discussed below), your deposit, any handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

What is not included in your program fees?

Unless specifically stated in your program, WorldStrides' program prices do not include college credit fees, passport fees, visa fees, trip protection fees, baggage charges, portage at airports and hotels, gratuities to guides or bus drivers, private or small group fee, expenses incurred during free time, optional excursions, trip extensions, local transportation to unscheduled activities, transportation from your home to the origination point of the program, overnight lodging and meals prior to departure or upon return from a program or the weekend supplement if your departure or return flight falls on a Friday, Saturday or Sunday (not applicable to tours to the United States, Canada or Puerto Rico).

Adult Supplements: Adults are automatically placed in twin rooms unless a single room upgrade is requested and available for the required additional applicable fee(s). Depending on the selected tour type, adult groups may be combined with student groups. In addition to the twin or single room fee, adults pay a supplement fee of \$125.

EXPLORE BEYOND THE CLASSROOM!

Program Information

Prior to departure, you will receive details regarding flight and hotel information, departure and return times, packing tips, drop-off/pick-up locations, etc. Flight times, airlines, itineraries, tour leader(s), and hotel information are subject to change. This is especially true when participating in a tournament or event, where WorldStrides is subject to the program hosts' schedule, accommodations, and transportation.

Protecting You on Tour

Optional coverage is available and more details can be found below under PROTECTING YOUR INVESTMENT.

Please note, participants are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment.

Age Restrictions for Young Travelers

We do not accept applications for travelers under the age of 6 at time of departure. Registration for children 12 and under is subject to individual review, and the decision to allow participation in a trip is at the sole discretion of WorldStrides.

Travel Documentation

Every participant is responsible for obtaining the required documentation necessary prior to departure, such as a valid passport, visa, transit visas, notarized parental consent form (if applicable), and any required travel insurance coverage. Secure flight data (including name and birthdate) must fully match the information provided to WorldStrides for inclusion on travel documentation and airline tickets, and must meet any other applicable compliance requirements issued by the Transportation Security Administration or related agencies. WorldStrides provides online and customer service to keep the program participant's information current and it is the participant's sole responsibility to assure that this information is fully up to date no later than 85 days prior to the group's departure date. If changes occur after that date, the participant must contact customer service and additional change fees will apply. Visit the Transportation Security Administration website at www.tsa.gov for more information.

If a participant is unable to travel due to the lack of a proper identification, passport or visa, or necessary inoculations, the standard cancellation policy will apply. Reservations are not transferable at any time.

Course Credit

Because WorldStrides holds various accreditations, participants may qualify for course credit for participation in a WorldStrides program. Schools, colleges, and universities hold varying policies regarding a student's eligibility to earn or redeem course credit from other accredited institutions. Students should consult their school guidance counselors and/or school policy handbooks to determine their eligibility. WorldStrides is not responsible for the approval or issuance of course credit.

Optional Accommodations for Individuals and Groups

Participants may upgrade to a twin or single room for an additional fee upon availability. All participants aged 22 and younger at time of departure room in same-gender rooms in triple or quad rooming with travelers from the entire group. Minors, under the age of 18, are not able to room by themselves. Alternatively, your Program Leader may select a custom or "Exclusive Rooming" option, which ensures that students from your group will not be mixed with students from other groups during hotel stays.

Tour extensions: For the majority of WorldStrides' programs, tour 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 the agreed upon paying participants. If there are not enough participants enrolled on a tour extension, WorldStrides reserves the right to add a surcharge or cancel the tour extension at its discretion.

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, WorldStrides 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. If an individual participant would like to opt to stay ahead or behind your scheduled tour, WorldStrides can arrange the airline ticket for a service fee of \$145 if requested upon enrollment. If requested after enrollment and up to 110 days prior to departure, the fee is \$195. 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.

Land-only: Some Program Leaders may opt for the group to arrange for your own airline tickets and begin your tour at the first hotel at destination. You are solely responsible for transport to/from airports, including the ground transport to meet/depart from the group. For some of our tours, individual participants may opt to arrange your own airline tickets and join the group at the hotel at the first overseas destination your tour fee will reflect the discounted land only rate. You may select this option upon enrollment or up to 110 days before departure and thereafter additional fees may apply. This option is not available less than 90 days before departure. Land only participants are responsible for their own airline tickets and airport transfers. If a participant books airfare prior to the trip being confirmed by an Account Manager, WorldStrides is not responsible for any flight reimbursements/refunds.

Optional excursions: On the majority of our international programs, we offer a number of optional activities pre-negotiated with our overseas suppliers. For most optional activities, you can enroll online up to 110 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. All optional excursions are based on the agreed upon paying participants. If there are fewer paying participants enrolled on an optional excursion, WorldStrides reserves the right to add a surcharge or cancel the optional excursion at its discretion.

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 WorldStrides's gateways.

If you are traveling outside of WorldStrides scheduled tour dates, the participant is responsible for all associated costs. WorldStrides is not responsible for participants when they are not part of WorldStrides organized activities, during deviations and/or stay-ahead/stay-behind optional periods, and any time that the activities do not include the services of a WorldStrides Tour Director.

Frequent Flyer Miles: Frequent flyer miles are not available to participants.

Personal Property

Participants are fully responsible for any costs arising from the damage, loss, or theft of any personal property during the program.

Travelers with Disabilities

WorldStrides happily welcomes all travelers on our tours. However, the trips are fast paced, require a great deal of walking, and can be physically demanding. Due to these restrictions, you may not be able to fully participate in the tour. Furthermore, WorldStrides is not responsible for any denial of service by carriers, hotels, restaurants, and other independent suppliers, and cannot refund the cost of any activity in which you were unable to participate. We encourage that any disability requiring special attention be reported to the Program Leader and WorldStrides at the time you make your reservation. WorldStrides will make reasonable attempts to accommodate special needs. Travelers requiring extraordinary assistance must be accompanied by a paying companion who is capable of and totally responsible for providing the necessary assistance.

Special Dietary Requirements

WorldStrides cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associate with food or drink, including allergies. Dietary requirements and restrictions are the sole responsibility of the participant.

Supervision/Behavior

WorldStrides, the Program Leader, and chaperones establish behavior rules and directions for all student participants. Failure to abide by the rules or directions may result in the student being sent home at the parents' expense without any right to a refund. All program participants will be responsible for their own actions at all times, and the Program Leader and chaperones will be held accountable for the action of all participants in their group.

Consumption or possession of alcoholic beverages or drugs of any kind for which you do not have a valid prescription, behavior infringing upon the ability of others to enjoy the Program, or compromising your own or others' safety, or is otherwise inappropriate, or violates the law as well as violation of certain other rules, constitute grounds for immediate expulsion from the tour.

WorldStrides is committed to providing an environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated.

On occasion, program participants may be allowed by the Program Leader to leave the group and to explore on their own. WorldStrides has no responsibility for participants when they are on their own and it is the sole responsibility of those participants to take whatever actions are necessary to rejoin the group, at their own cost. If a program participant is late in appearing for a scheduled departure, the Program Leader has no duty to delay the Program to wait for the participant.

What happens if your program changes after registration?

Program Changes Made by WorldStrides: Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond WorldStrides's control at the discretion of WorldStrides as it deems necessary or desirable. Changes in itinerary, including reversing the itinerary, changes to the order in which cities or countries are visited, the duration of the stay in each city, addition and omission of cities or countries may occur. On certain dates some attractions or activities may be closed, and the availability of some venues advertised or communicated cannot be guaranteed. Some venues may require special equipment. Venues may also close without prior notice due to public holidays, festivals and routine maintenance. In these instances, no refunds can be given. Whenever possible, suitable alternatives will be provided.

WorldStrides reserves the right to change the date of departure by no more than two days from the original departure date in spring (Oct-Apr) and three days in the summer (May-Sept). These changes are not grounds for cancellation without penalty or for refunds after the tour.

On occasion, WorldStrides must change dates of a scheduled program by more than 3 days as the result of Exceptional Circumstances, as defined below, or as a result of operational challenges or difficulties, including without limitation, travel restrictions, event cancellations, facility closures, government-imposed restrictions/closures, or other reasons beyond the control of WorldStrides.

Should WorldStrides need to change the destinations visited and/or the dates of a scheduled program by more than 3 days, we will work with your group's Program Leader to reschedule your trip to dates that work for your group.

Changes Made by Your Group: WorldStrides offers its WorldClass Flex Program to enable groups to plan trips with confidence. We understand your group may need to change your trip due to unforeseen circumstances. If your group decides they are not comfortable traveling to the planned destination or on the scheduled dates, the group can move the trip to an alternative destination or move to a new future date up until 60 days before departure. Changing the destination or date of the trip will be determined based on availability of trip components including, but not limited to, accommodations, venues, attractions, content, meals, and transportation. We will work with your Program Leader to find an alternative future date up to 24 months from your original departure date. Your group will be able to adjust your trip with no additional fees, just the difference (if applicable) in the price of the new trip.

In the event a tour is moved to the future, all monies paid (less any Non-Refundable Fees) can be transferred from an existing participant to a new participant if the new participant enrolls (which enrollment will include express agreement to these Terms and Conditions) by 110 days before departure. Once funds are transferred, the new participant is subject to the full Terms and Conditions and standard refund policies as defined for the group on the original scheduled trip.

If you or your group reschedules to a new destination or date and then decides to cancel, the cancellation fees will be calculated from the date of transfer from the original tour and standard cancellation fees will apply.

For departures from cities with multiple airports within a reasonable distance, WorldStrides will book flights interchangeably between the airports.

What if you have to cancel your registration?

All cancellations must be made in writing by the person listed on the registration form to your account representative or customer service at cancellations@explorica.com or via mail to WorldStrides, P.O. Box 9033, Charlottesville, VA 22906-9033, must be postmarked prior to the group's departure, and must include account number, registrant's name, and complete address.

The Program Leader may cancel the program on behalf of the entire group, or any individual participant. Within 24 hours following receipt of your registration confirmation or initial payment invoice (whichever is first), you may cancel your WorldStrides program and receive a full refund. After 24 hours, the Standard Cancellation Policy applies unless the Full Refund Program is purchased.

All refunds are issued using the original form of payment on the account. Check refunds are only issued to the primary responsible party listed on the account. WorldStrides accepts payment via check, e-check, debit card, and credit card. Should you choose to use a gift and/or preloaded credit card to make one or more payments on your WorldStrides account, WorldStrides is not responsible for replacing any credits that are successfully processed back to any lost, stolen, or destroyed gift or preloaded credit card account used for payment.

Standard Cancellation Policy: The services and value we provide begin long before your date of departure, and there are significant unrecoverable costs as your departure date approaches. Therefore, if you do not enroll in the Cancel for Any Reason Plan and you, the Program Leader, school, or school administration cancel beyond the 24-hour grace period, WorldStrides will be entitled to retain (in addition to the Non-Refundable Fees):

- \$399 non-refundable fee if more than 150 days
- \$599 non-refundable fee if between 150-110 days
- 50% of all fees + \$99 non-refundable fee if between 109-76 days
- 75% of all fees + \$99 non-refundable fee if between 75-31 days
- 100% if 30 days or less

Cancellation due to Exceptional Circumstances: If your group is unable to reschedule your trip to a new destination or date, and your program is canceled or cannot be delivered due to Exceptional Circumstances (explained below), travelers who did not purchase the Cancel for Any Reason Plan, will be refunded all monies paid less Non-Refundable Fees and an additional cancellation fee of \$399 for trips involving international air travel, \$289 for trips involving domestic air travel, or \$149 for trips involving domestic bus travel. After August 2021, cancellation fees for non-purchasers of Cancel for Any Reason Plan will be \$499 for international air travel, \$389 for domestic air travel, and \$189 for domestic bus travel. Please note – these fees are not intended to be a penalty, but rather a fair estimation of a portion of the unrecoverable internal and external costs related to planning, managing, and administering a full-service group travel program, that are incurred by WorldStrides prior to the date of departure.

Exceptional Circumstances: Without limitation, WorldStrides, including its affiliates, owners, officers, agents, employees or any associated organization, is not responsible for any injury, loss, or damage to person or property, death, delay, 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, or for any other inconvenience beyond the direct control of WorldStrides, in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, Exceptional Circumstances. Exceptional Circumstances may also justify postponement or (if postponement is not achievable) cancellation of trips. Exceptional Circumstances include, but are not limited to, acts of force majeure, war (whether declared or not), criminal or terrorist activities of any kind or the threat thereof, civil unrest, strikes or other restrictive labor activities, illness or disease, actual, perceived or threatened epidemics or pandemics, government-imposed travel restrictions or closures, and other events outside WorldStrides's control that make performance of a trip as contemplated impossible or impractical.

PROTECTING YOUR INVESTMENT

Through Trip Mate, our third-party travel protection plan provider, WorldStrides offers two great plans that help protect your educational travel investment.

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

Travel Protection Plan Plus: Along with providing you the same benefits as our standard Travel Protection Plan, the 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 WorldStrides 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 penalties associated with any air or other travel arrangements not provided by WorldStrides; or the failure of WorldStrides to provide the bargained-for travel arrangements due to cessation of operations.

The Cancel For Any Reason Waiver Benefit is provided by WorldStrides itself and is not an insurance product. It must be purchased within 14 days of your initial payment for your trip.

For details visit explorica.com/Resources/Travel-Protection-Plan.aspx

The cost for the 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 the 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.

USTOA Membership Means You're Protected: WorldStrides, 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 WorldStrides's customers in the unlikely event of WorldStrides's bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. 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 e-mail to information@ustoa.com or by visiting their website at www.ustoa.com.

GENERAL INFORMATION

Third-Party Providers: Lakeland Tours, LLC d/b/a WorldStrides, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "WorldStrides") does not own, operate or control any person or entity which is contracted to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, WorldStrides is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Further, WorldStrides is not liable for any inconvenience, costs, losses, or damages associated with the denial of services or special requirements of services imposed by such person or entity, or of any third party.

Participants traveling on tours that include a Greek cruise should refer to the Carrier's Conditions of Carriage (which govern the legal relationship between the passenger and the carrier), at this page: www.celestialcruises.com/en/conditions-of-carriage

Arbitration: Any dispute concerning these Terms & Conditions and/or any other matter concerning the trip, including, but not limited to, any events and circumstances occurring during the trip, shall be resolved exclusively by binding arbitration in Charlottesville, Virginia, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Virginia 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. By accepting these Terms and Conditions, you are irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury.

Privacy: Because the nature of our business requires coordination with various providers who deliver the travel services, it is necessary to share some personal information from time to time. For more information, please visit: WorldStrides.com/privacy-policy.

Seller of Travel Registrations:

- Hawaii TARS-5388; IA 568; and WA 601 887 646, 602 011 744.
- California Seller of Travel Registration No: 2041618-20. Note: Registration as a seller of travel does not constitute approval by the state of California. WorldStrides' principal office is located in Charlottesville, VA. This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of WorldStrides's default. These Term and Conditions apply to the maximum extent permissible without violating individual applicable state laws; to the extent state law invalidates any provision, all provisions not invalidated by state law will remain in force.

Please note: A participant will not be allowed to travel on a WorldStrides tour if his/her name does not appear on the travel roster on the day of departure, or if he/she has not submitted a signed waiver and release form, emergency medical release form, or personal behavior contract. By registering for a WorldStrides trip, and making an initial deposit, participants and/or persons listed on the account are agreeing to and consenting to these Terms and Conditions. If you do not understand any of the foregoing Terms and Conditions, or if you have any questions or comments, please contact Customer Support at 1-888-310-7121.

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.



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 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 Program Leader for permission in advance. Quiet hours should be observed at the hotel from 10 p.m. until 6 a.m.



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.



Listen to your Program Leader and Tour Director. Your Program 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 (including sleeping in your assigned room), so everyone can have a fun and safe experience. **You are expected to follow all COVID-19 specific rules established by Explorica, as well as any rules established by attractions, sites, and service providers.**



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.



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. Physical, verbal, or virtual violence, bullying, cyberbullying, inappropriate language, or inappropriate interactions with others will not be tolerated.



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.



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 Program Leader if you are over 18 and of legal drinking age in the country you are visiting.



Offer help and support to your peers, Program 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.



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.



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!*

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** Explorica cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. In advance of travel, each student's parent/guardian should sign a release form that grants the Group Leader or chaperone the authority to dispense over-the-counter medication in the event of an emergency during the trip.
- 6** I agree to abide by Explorica's regulations and the directions of my Group Leader or Explorica's personnel during my tour. Failure to do so may result in Explorica terminating me from the tour immediately. I understand that disobeying such rules or directions is cause for me to be sent home, at my own expense, with no right of refund.
- 7** 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.
- 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 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.
- 9** 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.
- 10** 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.
- 11** 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."
- 12** I acknowledge my choice to travel with the teacher or Group Leader organizing my group, and I understand that this choice is not the responsibility of Explorica. I understand that Explorica reserves the right to reassign my group to a replacement teacher or Group Leader should my original Group Leader be unable to, or determine not to, participate in the tour and that the standard cancellation policy will apply if I choose not to travel with the new Group Leader.
- 13** 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.
- 14** 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.
- 15** 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.
- 16** 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.