

## **GROUP TOUR PARTICIPATION AGREEMENT**

The undersigned Participant agrees to participate in the following tour subject to the following "Tour Terms and Conditions/ Release Form" on page 3 & 4, and subject to the Tour Contract executed with the Tour Leader:

#### WEB CODE / ACCOUNT #: 17TA10531

GROUP NAME: Derby Middle School Boston Tour TOUR DATE(S): Thursday, May 18, 2017 until Friday, May 19, 2017, 2 Days and 1 Night TOUR Leader: Lynn D'Andrea

#### PER PERSON PRICING\* (Quad = 4 Students Sharing 2 Beds, Triple = 3 Students Sharing 2 Beds, etc.) 40-49 Paid Participants Per Coach: Quad: \$365.00 Triple: \$380.00 Double: \$410.00 Single: \$500.00 35-39 Paid Participants Per Coach: Quad: \$380.00 Triple: \$395.00 Double: \$425.00 Single: \$515.00 30-34 Paid Participants Per Coach: Quad: \$410.00 Triple: \$425.00 Double: \$455.00 Single: \$545.00 Adult Participants Add the Following to Above Tour Costs: \$10.00

\*Registration is on a first come first served basis. A wait list will be formed if you tour reaches the maximum capacity listed above. \*Prices are based on current taxes and fuel prices. In the event of a tax increase or fuel surcharge, participant will be responsible for the increase in cost.

\*Cost per participant is based upon the number of paid participants listed above at the final payment deadline date. If the minimum is not met, the price per person will increase on a pro-rata basis as provided in the Tour Contract executed with the Tour Leader. \*Adults are responsible for single occupancy if they do not have a roommate.

# PAYMENT SCHEDULE (payment and forms must be received to be registered):DEPOSIT #1 DUE: 9/19/2016AMOUNT: \$100.00 PER PERSONDEPOSIT #2 DUE: 11/2/2016AMOUNT: \$150.00 PER PERSONFINAL PAYMENT: 3/20/2017AMOUNT: BALANCE DUE. Please refer to Statement for payment amount.

TO REGISTER ONLINE AND PAY BY CREDIT CARD - VISIT www.hemispheretravel.com;

1. Click on the 'Online Payments and Tour Center' button on the right side of our home page.

2. Click on 'Click here if you have a Hemisphere Web Code'.

3. First time users click on the 'First time users click here' link OR enter your login information if you have previously set up an online account.

4. Enter your Web Code - YOUR HEMISPHERE WEB CODE IS 17TA10531. Proceed to enter in the requested information.

5. Once information is completed, you will receive a confirmation email.

6. As a reminder, your registration is not complete until the Permission for Medical Treatment form is completed.

7. You may log into your account by using your email and password to make future payments.

IF PAYING BY CHECK: All checks/money orders must indicate the participant's name, school name and Your Tour Web Code, 17TA10531 on the lower left portion. Please make checks or money orders payable to "HEMISPHERE" and SEND TO: 1375 E. Woodfield Road, Suite 530, Schaumburg, IL 60173. Hemisphere processes all checks immediately. No post-dated checks accepted. The Tour Terms and Conditions Form and Medical Form must be mailed in with your payment.



### **HEMISPHERE OFFERS OPTIONAL TRAVEL PROTECTION INSURANCE:**

You are eligible to purchase the **Student Deluxe Plan with Cancel For Any Reason** policy at an additional cost.

Refer to www.hemispheretravel.com to view the complete description of benefits for the insurance policy. Your policy may include the following benefits;

- **Cancel for Any Reason benefit** = 75% of Non-Refundable Trip Cost, cancellation must be 48 or more hours prior to scheduled departure. <u>Cancel For Any Reason benefit is Not available for New York residents</u>.
- Trip cancellation = Trip Cost (Maximum limit of \$5,000, and no benefit for \$0 trip cost)
- Trip interruption = 150% of Trip Cost (Maximum limit of \$5,000, and \$500 return air only for \$0 trip cost.)
- Trip delay- 6 hours = \$750 (\$150/day)

• Missed Connection = \$500 (3 or more hours)

- Accident & Sickness Medical Expense = \$25,000
- Baggage/Personal effects = \$1,500 (\$250 per article)
- Baggage Delay- 24 hours = 300
- Emergency Evacuation & Repatriation = \$100,000 24-Hr Worldwide Emergency Assistance Services = Included

Hemisphere strongly recommends this product as we are not responsible for the following scenarios resulting in tour cancellation or additional costs (hotel, meals or other expenses) beyond the cost of what is included in your tour package;• Flu pandemics, illnesses or medical conditions, Weather delays, Flight cancellations or delays, Participant qualifies for extracurricular activities (athletic competitions, state tournaments, band, scholastic events, etc), School related scenarios, suspensions, bad grades, etc), or any other scenarios beyond the control of Hemisphere Educational Travel.

The price of the nonrefundable insurance plan is as follows below, and must be purchased by the final payment due date. The cost of the nonrefundable insurance premium is based upon the nonrefundable total tour cost which includes hotel/adult supplements. If the tour cost increases, you will be responsible for the additional insurance premium. The premium does come with a 10-day Free-look period.

40-49 Paid Participants Per Coach: Quad: \$25.50 Triple: \$25.50 Double: \$31.50 Single: \$31.50 35-39 Paid Participants Per Coach: Quad: \$25.50 Triple: \$25.50 Double: \$31.50 Single: \$31.50 30-34 Paid Participants Per Coach: Quad: \$31.50 Triple: \$31.50 Double: \$31.50 Single: \$31.50

This document contains highlights of the plan. The Plan contains insurance benefits underwritten by the United States Fire Insurance Company. Fairmont Specialty and Crum & Forster are registered trademarks of United States Fire Insurance Company. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2015. The Plan also contains non insurance Travel Assistance Services that are provided by an independent organization, OnCall International, and not by United States Fire Insurance Company or Travel Insured International. Review the Plan Document for complete terms, including benefits, conditions, limitations and exclusions that apply. The Plan Document will be provided to you by your travel supplier upon purchase of the plan. Coverages may vary and not all coverage is available in all jurisdictions.

Insurance Plan's General Limitations and Exclusions: Insurance benefits are not payable for the following: resulting from suicide, attempted suicide or any intentionally selfinflicted injury while sane or insane (states may vary); due to a mental or nervous condition, unless hospitalized; resulting from an act of declared or undeclared war; while participating in maneuvers or training exercises of an armed service; while riding, driving or participating in races, or speed or endurance contests; while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment); while participating as a member of a team in an organized sporting competition; while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving; while piloting or learning to pilot or acting as a member of the crew of any aircraft; received as a result or consequence of being Intoxicated, as specifically defined in the Certificate, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician; to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation; due to normal childbirth, normal pregnancy through the first 9 months of pregnancy or voluntarily induced abortion; for dental treatment (except as coverage is otherwise specifically provided herein); which exceed the Maximum Benefit Amount for each attached coverage as shown in the Schedule of Coverage and Services: or; due to a Preexisting Condition, as defined in the Certificate. The Preexisting Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased prior to Your final Trip payment.

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72 hour period, the Company will not pay for additional charges, which would not have, been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

#### This product is insured by Travel Insured International Inc.

If you need to file a claim or have any questions about this coverage, please contact Travel Insured at 1-800-243-3174 ext. 2 - REFER TO GROUP # 66714 WHETHER YOU ACCEPT OR DECLINE THIS COVERAGE, HEMISPHERE'S CANCELLATION POLICIES WILL APPLY AS OUTLINED ON THE TOUR TERMS AND CONDITIONS FORM, PARAGRAPH 5.

#### TOUR TERMS AND CONDITIONS / RELEASE FORM - MULTI-DAY TOURS

#### This form must be approved during your online registration or returned to Hemisphere by Sep 19, 2016

- 1. NO RESPONSIBILITY FOR LOSSES OR DELAYS. Hemisphere Travel, Inc. d/b/a Hemisphere Educational Travel ("Hemisphere") acts only in the capacity as agent for the Participant. Hemisphere does not own or operate any ships, airplanes, busses, trains, autos and shall not be liable for any delay, loss or accident occasioned by fault or negligence of any carrier or other person or company obligated to perform transportation services, furnish accommodations, or otherwise in connection with the Tour. Specifically, but not by way or limitation, Hemisphere shall not be responsible for any loss, expense or inconvenience caused by late arrivals and departures or ships, airplanes, busses, trains, autos, or any change of schedule, acts or inaction of carriers, hotels other third parties or other events or occurrences beyond the reasonable control of Hemisphere. Hemisphere shall also not be liable for loss or damage to baggage or any other article of personal property of Participant. The airline tickets issued by the airline shall constitute the sole contract between the airline and the Participant in the Tour relating to transportation. Hemisphere and the transportation company shall have no liability to Participants who are late for departure or who otherwise miss scheduled departures. In most cases, airline tickets are non-refundable, and Hemisphere shall not be held liable if a group or individual loses their tickets. In the event the Tour Group of which Participant is a member shall breach the Tour Contract, all payments made by Participant shall be retained by Hemisphere; provided further; that such retention of payment shall not prevent Hemisphere from seeking recovery of additional damages from the Tour Group caused to It by reason of any such breach.
- 2. RATE CHANGES, CHANGES TO ITINERARY. Rates quoted are based on current taxes, tariffs and fuel costs in effect at the present time & are subject to change without notice. In the event of a tax increase or fuel surcharge, participant agrees to pay the additional cost. If participant chooses to cancel due to the increase in cost, all cancellation penalties will apply as listed below in #5. Although no revisions to the itinerary are anticipated, Hemisphere reserves the right to make any changes, with or without notice, that may become necessary, and Participant agrees to pay any additional expenses or costs attributable to such changes in the Itinerary.
- 3. RULES APPLICABLE TO TOUR PARTICIPANTS. Tour leaders, chaperones or school administration have the right to remove a tour participant anytime prior to the tour if the tour participant does not meet school's or group's eligibility or code of conduct requirements and all cancellation penalties will apply. Authorization is hereby given to the tour leaders/chaperones to act on behalf of any participant who shall require hospital, surgical or medical treatment in any situation deemed an emergency by such chaperone. Tour leaders/chaperones are hereby authorized to give non-prescription pain killing remedies to Participants upon request if, in the tour leaders'/chaperones' opinion, such is deemed reasonably necessary. Any medications or medicines a Participant will be taking on Tour, must be submitted to the tour leaders/chaperones prior to commencement of the Tour. The tour leaders/chaperones are to be notified by the Participant of any known allergies to medication. Participant agrees to fully and completely comply with all rules and regulations of various governmental and commercial agencies and that any violation of such rules and regulations, as well as any behavior deemed by the tour leaders/chaperones to be detrimental to the Tour Group, will, at the sole discretion of the tour leaders/chaperones, subject the Participant to Immediate suspension and/or dismissal from the Tour. No refunds shall be made in any such event and the Participant, or the parent/guardian of the Participant, will be financially responsible for any costs (including transportation costs) to return the participant and a chaperone home. If the Tour Leader permits the use of IPod's or MP3 players on the Tour, they shall be used with headphones only. Use of drugs, alcohol, possession of explosives, firearms, or any other articles of an illegal nature shall subject the Participant to immediate dismissal from the Group. The Participant is to notify the tour leaders/chaperones of any specific items of food or beverages brought on the Tour to determine whether such items are acceptable. Participant agrees to be responsible for all damages caused by the Participant to the applicable hotel, any hotel room, any motor coach, or any other property. Hemisphere is not responsible or liable for any items lost or stolen while on the tour. The signature below indicates that the participant is permitted to go swimming only with School board approval (if applicable) and only in the presence of their assigned tour leaders or chaperones. Hemisphere, the School, or the tour leaders/chaperones, shall not be liable for any injury/death as a result of swimming (at hotel pool or other water activity on the tour).
- 4. DEPOSITS AND PAYMENTS
  - A. The 1st deposit requested by Hemisphere, must be received by Hemisphere according to the date indicated on the Payment Schedule.
  - B. All deposits shall be sent to Hemisphere (unless otherwise indicated in your tour paperwork.)
  - C. Fund Raising monies will be accepted by Hemisphere prior to the "Final Deposit Due" Date. The Tour Leader will provide a check with the total Fund raising amount and a list of the students' names indicating how much to credit each. An updated "cash received" report to reflect these credits will be sent to the Tour Leader. It is the Tour Leader's responsibility to inform all participants the fundraising amounts they have earned. If participant cancels from tour, all fundraising amounts earned by that participant will be returned to the issuer of the fundraising check less any applicable penalties.
  - D. All Tours must be paid in full by the deadline date listed on the Tour Leader Contract/Group Tour Participation Agreement. A payment made after the final payment deadline date must be in the form of a credit card, money order, cashier's check or cash. No personal checks will be accepted after the final payment deadline date.
  - E. Transfer of money from Participant to Participant in any circumstance is not permitted.
  - F. Deposit dates Indicated on Payment Schedule must be adhered to. NO EXCEPTIONS.
  - G. If the final deposit is not made by the due date, the Participant will be canceled from the Tour and all charges below will apply.
- H. NSF checks and Credit Card Chargebacks will be charged \$35.00 and replacement must be by Cashier's Check or Money Order.
- 5. REFUND POLICY, NON-REFUNDABLE PAYMENTS, & CHARGES. Participant agrees to the following refund policy and non-refundable payments. <u>Tour Group Cancellation</u>- all cancellations must be submitted to Hemisphere in writing before any refund will be considered. All refund checks will be issued and mailed to the issuer(s) within thirty (30) days after the scheduled Tour Date. Cancellations received after business hours will be posted on the next business day.
- A. If Tour Group cancels due to lack of participation, the group has until 2 weeks after the first scheduled deposit date to cancel without penalty. Lack of participation is defined as a number of paid participants that is less than the lowest tiered pricing indicated on the Group Tour Participation Agreement.
- B. If Tour Group cancels the Tour at least seventy-one (71) days prior to the Tour Date, due to lack of participation or unforeseen circumstances, Hemisphere will refund an amount equal to the deposits made, less all non-refundable deposits and expenses made on behalf of the group, and less a fifty dollar (\$50.00) per person administrative service charge, as provided in the Tour Contract governing the Tour.
- C. If Tour Group cancels the Tour seventy (70) days to forty-six (46) days prior to the Tour Date, Tour Group shall be assessed a cancellation charge of 25%
- of the tour cost plus any non-refundable deposits and expenses made on behalf of the group, as provided pursuant to the Tour Contract governing the Tour.
- D If a Tour Group cancels the Tour forty-five (45) days or less prior to the scheduled Tour Date, the Tour Group shall be responsible for 100% of the tour cost as provided pursuant to the Tour Contract governing the Tour.

Emergency Cancellation by Hemisphere. Hemisphere may cancel a Tour by reason of any event or occurrence which it deems to create a concern for travel safety, or if any major component of a Tour (i.e., transportation or accommodations) shall be canceled as a result of any such event. In such event, Hemisphere's sole liability to Participant shall be to refund to Participant such amount as Hemisphere receives as a refund from its vendors applicable to Participant's participation in the Tour, less such administrative fee as it deems necessary to cover Hemisphere's costs to the date of such cancellation in connection with such Tour.

Participant Cancellation- Cancellations must be submitted to Hemisphere in writing before any refund will be considered. All refund checks will be mailed to the issuer within thirty (30) days after the scheduled Tour Date. If payments came from multiple issuers, refund will be issued in the participant's name. If a participant is cancelled from the tour by the group's tour leader for any reason, all cancellation charges will still apply. Cancellations received after business hours will be posted on the next business day.

- E. If a Participant shall cancel his or her reservation at least seventy-one (71) days prior to the Tour Date, the Participant shall be entitled to a refund of the deposits made, less a fifty (\$50.00) dollar administrative service charge and less any non-refundable deposits and expenses paid on the Participants behalf as provided pursuant to the Tour Contract governing the Tour.
- F. If the Participant shall cancel his or her reservation seventy (70) days to forty-six (46) days prior to the Tour Date, the Participant shall be assessed a cancellation charge of 25% of the tour cost plus any non-refundable deposits and expenses made on the participants behalf as provided pursuant to the Tour Contract governing the Tour.
- G. If a Participant shall cancel his or her reservation forty-five (45) days or less prior to the scheduled Tour Date, the Participant shall be responsible for 100% of the tour cost as provided pursuant to the Tour Contract governing the Tour.
- H All cancellations must be submitted to Hemisphere in writing before any refund will be considered.

Tour Participant Replacement Policy (must be approved by Hemisphere Travel and Tour Leader). If a tour participant cancels with a same day replacement less than 45 days prior to the scheduled tour date, the canceling participant shall be entitled to a refund of the deposits made, less a \$100 administrative service charge plus applicable airline ticket name change fees and any additional hotel room charges if an extra hotel room is needed due to the replacement. The refund for the cancelled tour participant will not be issued until the new tour participant is paid in full. The replacement participant will not be charged a \$50 late add fee.

6. TOUR COSTS- TOUR PRICING IS LOCKED AT FINAL PAYMENT DATE specified on Tour Leader Contract or Group Participation Agreement (with the exception of any fuel surcharges). Any late cancellations or additions will not affect the final established price at the final payment date. Any new tour participants that sign up for the tour after the final payment deadline date will be charged an additional \$50 fee, plus any additional airfare cost if applicable. The cost of the Tour is based on a certain minimum number of Participants per sightseeing coach, based on the preferred occupancy selected, and is subject to change if less than the stated numbers of Participants agree to participate. In such event, Participant agrees to pay any applicable additional charge as Hemisphere reasonably determines, or in the alternative, Participant may cancel its participation in the Tour and may receive a refund of the deposit, less any applicable charges as above provided. The costs stated herein are for student Participants only. Costs for adult Participants will be greater and will be quoted on request. For Air tours, once the airline reduction date has passed, a new participant will be responsible for any additional airfare to obtain an additional seat, if available.

Authorized FREE tour leaders/chaperones cannot be divided between more than one participant and cannot be redeemable for cash or the reduction in other tour participant's tour costs. The tour leader is considered the First Authorized FREE chaperone. It is the Tour Leader's Responsibility to provide the Chaperone needs indicated on the Tour Leader Contract (Or a minimum of 1 adult for every 15 students).

- 7. INSURANCE COVERAGE. Hemisphere agrees to provide the following insurance coverage for the duration of the Tour: American Income Life Insurance Company-Illness and Accident Policy, covers all Tour Participants for the duration of the Tour for \$5,000.00 for loss of life, \$1,000.00 for illness, \$500.00 Dental caused by accidents, and \$5,000.00 for Medical Expense caused by accidents. Tour cancellation insurance is available to Participant for an optional additional charge. It is important to note that if a medical emergency prevents the student and chaperone to travel back with the group, it will be up to the parents to pay any additional transportation expense for the student and chaperone to return home. By signing this release, I give permission for my child to travel home with the chaperone (without the group). The insurance included as part of the tour package only covers medical expenses and transportation expenses only for an ambulance to the hospital; It does not cover any other form of transportation or lodging expense related to an accident. The Optional Tour Cancellation Insurance offered may cover part of this travel expense.
- 8. PROMOTIONAL MATERIAL RELEASE. The undersigned hereby irrevocably consents to the unrestricted use by Hemisphere, its successors and assigns, of any and all photographs or video footage of Participant taken on the tour for all advertising purposes, promotional purposes, or purposes of trade in any and all mediums, and the undersigned waives any right to compensation therefore and any right to inspect or approve such pictures, video footage, advertising, material or promotional material used in connection therewith.
- 9. Acceptance, release and indemnification. in consideration of Hemisphere's acceptance of the below-named participant for participation in the tour, the undersigned hereby agrees to the foregoing tour terms and conditions and waives and releases on behalf of himself or herself and his or her heirs and successors, and agrees to indemnify. Hemisphere Travel, inc., the tour sponsor and the tour leader participating in the tour, their successors and assigns and their shareholders, directors, officers, employees and agents, as applicable, from, any and all manners of action, suit, debts, damages, claims and demands whatsoever, in law, in admiralty or in equity, which said participants may have or may hereafter acquire by reason of death or injury as a participant of said tour, loss or damage to property, or otherwise arising out of or in connection with participation in said tour, including, but not limited to, any and all damages claimed for delays and other causes beyond hemisphere's reasonable control. Specifically, but not by way of limitation, neither Hemisphere, the tour. In addition, Hemisphere assumes no responsibility and shall not be liable for any videos shown on any motor coach which have not been supplied by Hemisphere. The deposit of the participant's initial payment by Hemisphere shall constitute acceptance of the above named participant for participation in the tour.
- 10. This Agreement shall be governed by the laws of the State of Illinois. The parties agree that any claims or other actions arising out of this Agreement may be litigated in the federal or state courts in Cook County, Illinois, and each party hereby submits to the jurisdiction of such courts. Any claims asserted against Hemisphere shall be litigated

exclusively in such courts.

#### This form must be approved during your online registration or returned to Hemisphere by Sep 19, 2016 Derby Middle School Boston Tour (ACCOUNT# 17TA10531)

PRINT PARTICIPANT'S First Name	Middle Name(Required)	_ Last Name	
Provide name as it app	bears on your driver's license or passport	(if minor, provide legal nam	ne)
TOUR PARTICIPANT'S DATE OF BIRTH (REQUIRED):/	TOUR PARTICIPANT'S	GENDER: MALE OR	FEMALE (CIRCLE ONE)
Address	City	State	_Zip Code
Home Phone	Cell / Secondary Phone:		
Emergency Contact	Phone #		
E-MAIL address (Used for payment reminders & tour updates only	/)		
IF PARTICIPANT IS UNDER 18 YEARS OF AGE – PRINT PAR	RENT OR GUARDIAN NAME:		
PARENT/GUARDIAN SIGNATURE or ADULT PARTICIPANT By signing above you agree to all terms and conditions of the two p			Multi Day Tours'

#### EACH PARTICIPANT MUST FILL OUT THIS SECTION AND MAKE 1ST DEPOSIT TO BE REGISTERED

 1. SELECT YOUR ROOM PREFERENCE (subject to change based on final room assignments made by your tour leader):

 \_\_\_\_\_QUAD (4 People Sharing 2 Beds)
 \_\_\_\_\_TRIPLE (3 People Sharing 2 Beds)
 \_\_\_\_\_DOUBLE (2 People with 2 beds)
 \_\_\_\_\_SINGLE (1 Person 1 bed)

#### 2. YOUR FIRST DEPOSIT OF <u>\$100.00</u> IS DUE BY Sep 19, 2016 (payment must be made with this form to be registered)

3. ARE YOU PURCHASING THE OPTIONAL, NON-REFUNDABLE TRAVEL PROTECTION INSURANCE WITH THE "CANCEL FOR ANY REASON" BENEFIT? PLEASE VISIT WWW.HEMISPHERETRAVEL.COM TO VIEW THE TERMS/BENEFITS OF THE INSURANCE PLAN. THE "CANCEL FOR ANY REASON" BENEFIT IS NOT AVAILABLE FOR NY RESIDENTS. THE INSURANCE PREMIUMS ARE LISTED BELOW AND ARE BASED UPON THE TOUR COST WHICH IS SUBJECT TO CHANGE ONCE THE FINAL TOUR COST IS DETERMINED BY THE FINAL PAYMENT DUE DATE.

40-49 Paid Participants Per Coach: Quad: \$25.50 Triple: \$25.50 Double: \$31.50 Single: \$31.50 35-39 Paid Participants Per Coach: Quad: \$25.50 Triple: \$25.50 Double: \$31.50 Single: \$31.50 30-34 Paid Participants Per Coach: Quad: \$31.50 Triple: \$31.50 Double: \$31.50 Single: \$31.50 A

\_YES Premium must be purchased with initial deposit.

\_\_\_NO No additional cost

TOTAL OF FIRST DEPOSIT \$