

TOUR PARTICIPANT WAIVER

Section I: Terms and Cancellation Policy – **Read Carefully!**

Definitions:

- “Tour Participant Waiver” means this form.
- “Trip Agreement” means the contract entered into between Scholastica Travel Inc and the Group/Organization/School.

I understand that my or my child’s participation in the trip is voluntary and that it is not required, and that there will be exposure to activities involving risks of illness, serious injury, or even death. I have read and understand the description of the trip itinerary, activities, and events involved in the trip, and if applicable, I give permission for my child to fully participate in all aspects of the trip. I acknowledge and agree to all the conditions and statements throughout this Tour Participant Waiver.

This tour is operated by Scholastica Travel Inc. In common with other companies, Scholastica Travel Inc is only responsible to the tour participants for arranging room accommodations, transportation, sightseeing, admission fees and restaurants, wherever applicable and included. Scholastica Travel reserves the right to decline to accept or retain any person as a member of a trip. Scholastica Travel Inc also reserves the right to substitute a hotel or other itinerary items or change schedules without prior notice should circumstances so demand. In the event of a change in the itinerary necessitated by factors or conditions beyond the actual control of Scholastica Travel Inc, no refund will be made nor will credit be allowed provided that in the event of such change in itinerary Scholastica Travel Inc shall provide accommodations and services of comparable quality and standards. Scholastica Travel reserves the right to cancel a trip, due to circumstances beyond the control of Scholastica Travel Inc. Scholastica Travel also reserves the right to revise proposal pricing due to supplier surcharges on fuel. Any such changes shall modify the cancellation provisions herein. I further recognize and acknowledge that the services provided by Scholastica Travel Inc per the Trip Agreement may be interrupted or cancelled by the entity or entities chosen by Scholastica Travel Inc to provide services, by a governmental entity, or by an entity over which Scholastica Travel Inc has no control. Therefore, I agree to be bound by Scholastica Travel Inc’s cancellation policy as set forth below:

Calendar Days Before Scheduled Departure Date	Cancellation Policy
30 or more	Scholastica Travel Inc will retain 20% of the trip deposit due at the time of cancellation. Each individual or group will receive an 80% refund of money due to Scholastica at the time of cancellation less any non-refundable prepaid reservations.
14 to 29	Scholastica Travel Inc will retain 25% of the total trip cost. Each individual or group will receive a 75% refund of money due to Scholastica at the time of cancellation less any non-refundable prepaid reservations, contingent on the group or individual being paid in full.
13 or less	Scholastica Travel Inc will retain 50% of the total trip cost. Each individual or group will receive a 50% refund of money due to Scholastica at the time of cancellation less any non-refundable prepaid reservations, contingent on the individual or group being paid in full.

As additional consideration for the services provided by Scholastica Travel Inc., as set forth in the Scholastica Travel Trip Agreement, I/we agree that Scholastica Travel Inc., its agents, employees, contractors and servants shall not be responsible for personal injuries, property damage, monetary loss, delay, cost, or change in itinerary incurred or suffered by any person or tour participant arising from Scholastica Travel Inc.’s, its agent’s employees, contractors’ or servants’ negligence nor shall Scholastica Travel Inc. be responsible for personal injuries, property damage, monetary loss, delay, cost or change in itinerary arising from the negligence of any carrier, hotel, service provider, medical care provider, or other person rendering or providing any goods, services, medical care, or accommodations. I further agree that Scholastica Travel Inc. shall not be liable for any loss arising from personal injury, illness, death, damage, damage to property, delay, arising from any matter not within Scholastica Travel Inc’s direct control including but not limited to; acts of God, acts of government, acts of civil or military authority, acts of contractors, acts of accommodation providers, acts of transportation providers, earthquake, fire, flood, wars, civil or military disturbances, explosions, sabotage, vandalism, labor disputes, labor sabotage, riots, epidemics, pandemics, interruption, loss or malfunctions of utilities computers (hardware or software), communication services or accidents.

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Section II: Medical Acknowledgement & Permission– **Read Carefully!**

1. If applicable, I authorize and give permission for my child to receive first aid, emergency medical care and transport, medical treatment, and all other care deemed reasonably necessary for my child's health and well-being in case of accident, injury, or serious illness during the trip. I understand that I will be responsible for and shall promptly pay any related medical bills, fees, or costs incurred.
2. All minor tour participants that partake in the Trip shall comply with the Group's/Organization's/School's rules and regulations pertaining to the transportation and use of over-the-counter and prescribed medication.

At a minimum, the following shall occur:

- For prescribed medication and prior to the Trip, a prescribing physician's orders and a written and executed parent or guardian permission form prepared by the Group/Organization/School shall be provided to the Group/Organization/School that identifies the prescribed medication that shall be carried and consumed by the minor child in accordance with the Group's/Organization's/School's rules and regulations.
- For over-the-counter medication and prior to the Trip, a written and executed parent or guardian permission form prepared by the Group/Organization/School shall be provided to the Group/Organization/School that identifies the over-the-counter medication that shall be carried and consumed by the minor child in accordance with the Group's/Organization's/School's rules and regulations.
- The minor child shall be provided with sufficient medication to last for the duration of the trip.

Section III: Risk Acknowledgement – **Read Carefully!**

1. I understand that Scholastica Travel Inc will not be responsible for any personal property that may become lost, stolen, or damaged during this trip, including baggage, money, credit cards, electronic devices, musical instruments, etc.
2. I understand that all school/organization rules, regulations, and policies apply during this trip.
3. I understand that non-refundable tickets purchased will **not** be refunded if the trip is cancelled due to inclement weather, hazardous conditions, and/or if national conditions or those in the immediate area make it inadvisable to have students on a trip.

Section IV: Authorization– **Read Carefully!**

1. I agree to the terms and conditions provided above, and hereby certify that I am at least 18 years of age.
2. The name provided below the signature is my full legal name.

Name of Tour Participant: _____

Signature of Parent(s)/Guardian(s) on Behalf of Child who is a Minor Child or Ward: _____

Print: _____ Date: _____

Signature of Tour Participant if 18 Years of Age or Older: _____

Print: _____ Date: _____