



# STUDENT / YOUTH RELEASE AND AGREEMENT

I (Student/Youth) am an enrollee for a tour provided by the Group Voyagers, Inc. dba Globus family of brands ("hereinafter referred to as GVI"). STUDENT/YOUTH & PARENTS/LEGAL GUARDIANS ("hereinafter referred to as WE") acknowledge and agree to the following terms and conditions between PARENTS/LEGAL GUARDIANS, STUDENT/YOUTH, and GVI.

## PLEASE READ CAREFULLY

WE understand the purchase of any travel services offered by Globus, Cosmos, Avalon Waterways, Monograms, and Student Discoveries ("the Globus family of brands") or Group Voyagers, Inc. ("GVI") constitutes a contractual arrangement with GVI, and represents our acceptance of the Terms and Conditions set out herein.

## Group Leader

WE understand the Group Leader is primary contact for Parents/Legal Guardians and the Tour Director/Program Director is responsible for the tour logistics and well-being of the Student/Youth passengers. Decisions regarding behavioral issues and health or accident incidences will be made solely by the Group Leader.

## Student/Youth Behavior

WE understand this is a supervised program and agree to maintain any such group standards that the Group Leader may set forth, and further, to indemnify the Group Leader, GVI and its agents or contractors against any consequences which may ensue as a result of participant's refusal to comply with such regulations. Failure to do abide by group standards may result in termination from the tour, per discretion of the Group Leader.

GVI reserves the right to accept or reject any vacation participant and to remove any participant whose conduct is deemed incompatible with the interests of the other participants or dangerous to the participant or others.

WE understand and agree to abide by all local laws when abroad or while on tour, including those concerning drugs and alcohol. WE understand that abuse of such laws, even unintentionally, may be cause for termination. WE also understand that if the local authorities become involved, the participant will be subject to the laws of the country or stated visited.

WE understand that if Student/Youth's participation is terminated, Parent/Legal Guardian agrees to pay all expenses incurred in connection with the incident and Student/Youth returning home. GVI will not refund nor cover any cost or expenses if the vacation participant is terminated.

## Independent Activities/Travel

GVI is not responsible for Student/Youth when Student/Youth participates in activities outside the GVI itinerary.

## Medical Condition(s)

WE agree to notify Group Leader by way of a confidential letter of any medical condition(s) and/or mental/physical/emotional or behavioral issues of the Student/Youth that

could affect the general welfare of the Student/Youth and/or the group. WE understand that GVI employees and/or agents will not have access to confidential medical information of Student/Youth.

## Illness, Injury or Incapacitation

WE understand that in the event the Student/Youth becomes ill, injured or incapacitated during the tour, the Group Leader will be responsible for all medical decisions and obtaining medical treatment. WE agree that all expenses incurred for medical treatment and/or transporting Student/Youth will be immediately reimbursed to Group Leader by Parents/Legal Guardians. In the unlikely event that the Group Leader is unavailable to shoulder this responsibility, GVI employees and/or agents will do whatever necessary to preserve Student/Youth's health and safety. WE will hold harmless GVI employees and/or agents for such actions. Should GVI employees and/or agents incur expenses related to such an event, Parents/Legal Guardians agree to immediately reimburse GVI for these expenses.

## Lost Documents

WE understand that GVI is not responsible for loss of government-issued passports, travel documents or airline tickets, or any personal belongings or for consequential damages in any event. WE understand the airlines' diverse policies concerning lost air tickets, and accept financial responsibility for replacement of lost ticket(s). It is also the responsibility of Parents/Legal Guardians or Student/Youth to pursue any refund directly from the airline.

## Cancellations:

WE understand GVI's policy that custom tours will operate only when booked by a sufficient number of passengers. A group supplement may be required if the tour doesn't materialize at the expected capacity. GVI reserves the right to cancel any departure date that has insufficient demand.

If a vacation is canceled prior to departure by GVI, GVI's only responsibility will be to refund to the passenger the amount we have received for the reservation. GVI cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through the GVI.

## Passenger Names

WE understand that the Student/Youth is wholly responsible for providing their full name as issued on their passport or government identification. Any charge for incorrectly issued airline tickets due to incorrect information will be the direct responsibility of the participant.

## Visas & Passports:

WE understand that the Student/Youth is responsible for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. All vacation participants traveling internationally are required to have a passport. GVI cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation.

## Incidental Expenses:

WE understand that participant will be required to pay for any phone calls or incidental expenses incurred at hotels as well as for any damage participant causes to hotel rooms, motorcoaches, or other property.

## Responsibility:

Group Voyagers, Inc., located at 5301 South Federal Circle, Littleton, Colorado 80123, is an independent company ("GVI") licensed to market and distribute travel products under the Globus, Cosmos, Avalon Waterways and Monograms brand names, arranges for the vacation services offered in its brochure or on its Web site, including transportation, sightseeing, and accommodations through independent contractors.

The air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of GVI or its affiliates. All certificates and other travel documents for services issued by GVI are subject to the Terms and Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, GVI's maximum liability is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (for example, but not limited to, the Warsaw Convention, the Montreal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by

an EU country, the Athens Convention for international travel by sea) in that situation.

After departure, if the services included in the vacation cannot be supplied or there are changes in an itinerary for reasons beyond the control of GVI, GVI will do its best to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of vacation participants, and any resulting savings will be refunded by GVI to vacation participants.

GVI reserves the right to make changes in the itinerary whenever GVI deems it necessary for the comfort, convenience, or safety of the participants; and to cancel a vacation at any time without compensation.

The vacation participant agrees that neither GVI nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator under the Travel Protection Plan, or any other person.

Any dispute between the vacation participant and GVI directly or indirectly relating to the Terms and Conditions shall be first submitted to mediation at Denver, Colorado, before a mediator mutually agreed to by the parties. If mediation is not successful, the dispute must be resolved by binding arbitration under Colorado law before the Judicial Arbitrator Group or its successor located at 1601 Blake Street, Denver, Colorado 80202. The prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in the State of Colorado.

Arbitration against GVI must be commenced within one year following the date of tour completion. Neither GVI nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages.

No person, other than an authorized representative of GVI by a document in writing, is authorized to vary, add, or waive any term or condition in its brochure or on its Web site, including any term or condition set forth in the preceding provisions.

**Sign your enrollment form only when you have read in full and understood the contents of this Release and Agreement!!**