

# Individual Travel Agreement

**Academic Travel Services, Inc.  
P.O. Box 547, Hendersonville, NC 28793**

As an applicant for a Travel Program arranged by Academic Travel Services (ATS), I agree to the following. I also understand that it is binding upon myself (and my parents or guardians if I am under 18 years of age) and upon ATS.

## Terms and Conditions

1. Academic Travel Services, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, "ATS") your school or other sponsor, city or town, Board of Education, chaperones, if applicable, and its and their employees, (collectively, "Sponsor") does not own, operate or control any person or entity which is 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 whether or not they use the ATS name, 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, neither ATS nor your Sponsor is liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.
2. Without limitation, neither ATS nor your Sponsor is 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 whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, lost or stolen belongings, 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 diseases, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of ATS or your Sponsor.
3. Changes in hotels or itinerary (for example, changes in or omitting cities, visitation points, revising the order of the itinerary, etc.) may be made at the discretion of ATS or your local ground operator as it or they deem necessary or desirable. ATS reserves the right to take photographic or film records of any of its trips and participant agrees that ATS may use any such photographic or film records for promotional and/or commercial purposes, as well as approve of such use by third parties whom ATS may engage without any remuneration to participant. Participant assigns to ATS all right, title, and interest in or to any and all media in which his or her name or likeness might be used.
4. ATS reserves the right to decline to accept or retain any person as a member of any trip. In the event a member is expelled from a trip, no refund of any kind will be made. ATS reserves the right to cancel any trip with its sole obligation to refund all monies received by it for the trip. Trip participants are solely responsible for securing their own passports, visas, medical inoculations, etc. These terms and conditions can be changed only by a writing signed by an officer of ATS
5. It is recommended that each traveler purchase Trip Cancellation/ Interruption insurance.
6. ATS is not responsible for participant's well-being when absent from group supervised activities or on a visit to friends or relatives. Participant accepts liability for any financial obligations incurred or any damage or injury caused by his or her negligence or willful conduct while participating in an ATS program. ATS must receive signed agreements before departure; it is the student's and/or parent or guardian's responsibility to turn in such agreement.
7. All tour members shall observe the rules of safety and conduct as well as the applicable laws of the destination as directed by the tour escort or chaperone who has absolute authority to expel any tour participant whose actions or behavior are considered detrimental to the group's welfare or inconsistent with ATS rules and regulations. ATS has a zero tolerance for the consumption of alcohol, the use of non-prescription drugs, theft, and vandalism. Any such breach will result in immediate expulsion. ATS is released from any liability to any expelled member for such expulsion and no refunds shall be made.

T&C effective 07/2010

8. If I become ill or incapacitated, ATS may take whatever action it deems necessary to preserve my health and safety including, without limitation, obtaining medical treatment for me at my expense, and/or transporting me at my own or my parent's expense back to my home for medical reasons. I agree to pay any extra expenses incurred on my behalf for medical or other reasons. If my teacher and/or chaperone has paid such expenses, I will reimburse him or her.

9. ATS retains the right in its sole discretion to contact participant's school, parents and/or guardian with regard to health issues or any other matter whatsoever which relates to participant or participant's program. These rights transcend any and all privacy regulations that may apply.

10. ATS reserves the right to increase the price of any program by the amount of any increase in its cost including, without limitation, increases in aviation fuel prices, air carrier tariffs, motorcoach company tariffs, energy surcharges, rates of currency exchange (for foreign destinations), applicable government taxes and any other cost increase. The limit of such a price increase is 10% of the originally contracted trip cost. However, a program price change due solely to contracted group size change is specifically incorporated in the group's contract. I agree to pay such increases in price and shall not be entitled to cancel my reservation and receive a refund on these grounds.

11. I have indicated any medical problems which might affect my program participation on a separate sheet.

12. Arbitration Any controversy or claim arising out of or relating in any way to these Terms and Conditions or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Hendersonville, North Carolina in accordance with the commercial rules of the American Arbitration Association then existent. In any such arbitration, the substantive law of North Carolina shall apply. 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 contract, including but not limited to any claim that all or any part of this contract is void or voidable.

13. If I am a non-U.S. citizen, I am responsible for obtaining the necessary and appropriate passport and visas.

## Signature of Trip Enrollee:

X \_\_\_\_\_

Date \_\_\_\_\_

If applicant is under 18 years of age, the following statements must also be agreed to:

I certify that I am the parent or legal guardian of the applicant named above, that I have read and that I understand the above agreement, and that I accept and will be bound by its terms and conditions on my behalf and on behalf of the applicant.

## Signature of Parent or Guardian:

X \_\_\_\_\_

Date \_\_\_\_\_

(*Very important:* Tour sponsor, please duplicate both sides of this form for each trip participant.)

# Trip Enrollment Form & Participant Information

This is to be returned to:  
**Academic Travel Services, Inc.**  
P.O. Box 547  
Hendersonville, NC 28793

## PART I: Trip Selection

New York City \_\_\_\_\_

## PART II Departure Date:

December 18, 2016 \_\_\_\_\_

## Part III: Departure City & School:

Jesse C. Carson High School ~ China Grove, NC \_\_\_\_\_

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## American Express—Visa—MasterCard

Payment of all individual program fees may be paid by check, money order or charge to an American Express, Visa, or MasterCard. If you desire to charge all or part of the individual trip cost, please completely fill out and sign the separate coupon provided for this purpose. **Please note that we will need one coupon per payment.** (Due to credit card processing costs, *without prior approval*, we must limit the maximum charge to \$1,000 US.)

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## Trip Withdrawal Penalties

1. The first deposit is not refundable, but may be transferred without penalty to a replacement participant (unless airline, Amtrak tickets or cruise payments have been written, in which case penalties may apply).

2. If traveler withdrawals prior to 45 days before departure, all payments will be refunded less \$125.00 (or First Deposit, whichever is greater) plus such charges levied by but not limited to: airlines, cruise lines, motorcoach companies, hotels, restaurants, etc. In addition, monies used to purchase attraction tickets (such as, but not limited to: Broadway show tickets, sporting event tickets, theme park tickets, etc.) can not be refunded and will be added to the \$125.00 withdrawal charge.

3. Less than 45 days prior to group departure payments are not refundable, but may possibly be transferred to another person for a service charge.

All refund requests **must** be submitted to ATS in writing and **must** be accompanied by the specific withdrawal form supplied by ATS to the trip sponsor of record with his/her signature thereon. Failure to follow these specific refund guidelines **will result** in refusal of the refund request.

**ATS recommends the purchase of Trip Cancellation/Interruption Insurance.** ATS will provide insurance forms upon request or they may be obtained from most local travel agents or on-line internet sources.

ATS urges passengers to review travel prohibitions, warnings, announcements and advisories issued by the US Government prior to booking travel to international destinations. Information on conditions in various countries and the current level of risk can be found at [www.state.gov](http://www.state.gov), [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov](http://www.faa.gov), [www.cdc.gov](http://www.cdc.gov), [www.treas.gov/ofac](http://www.treas.gov/ofac), and [www.customs.gov](http://www.customs.gov). **By offering sale to particular destinations, ATS does not represent or warrant that travel to such points is advisable or without risk, and is not liable for injury, death, inconvenience, damages or losses that may result from travel to such destinations.**

## Part IV: To Be Completed By Applicant

Please Print Or Type:

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_ Place of Birth: \_\_\_\_\_

Name of Sponsoring Teacher/Chaperone (If Applicable): \_\_\_\_\_

## Part V: To Be Completed By Minor's Parent/Guardian

Please Print Or Type:

Parent/Guardian's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Name of School Attending: \_\_\_\_\_

Is the above minor in good health? \_\_\_\_\_

Does the above student have any special medical condition (e.g. Allergies, Diabetes, Heart ailment, etc.) YES / NO

If YES, Please attach a brief explanation on a separate sheet.

## Signature of Parent or Guardian:

X \_\_\_\_\_

Date \_\_\_\_\_

**PLEASE READ BOTH SIDES OF THIS ENROLLMENT/AGREEMENT. A SIGNATURE IS REQUIRED IN ALL BOXED AREAS**