

Waiver & Release

All participants must return a signed waiver & release form at the time of registration. This waiver & release form can be returned to the Program Leader, or to WorldStrides via email to: <u>customerservice@worldstrides.org</u> or by mail to: PO Box 9033, Charlottesville, VA 22906. A copy of the

Waiver & Release form can be found at https://resources.worldstrides.com/wp-

content/uploads/2017/06/Waiver-and-Release_Discoveriesrev.-6.13.17.pdf.

Payment and Price

Payment Plans: If you register directly with WorldStrides, there are three payment options: (1) pay in full, within 21 days of registration (2) make regularly scheduled installment payments under a manual installment plan established by WorldStrides, with a \$6 non-refundable handling fee on each installment payment following your registration, except the initial deposit and the final payment, or (3) establish automatic payments to be debited from your checking account or a debit card from a US banking institution via WorldStrides EZPay program. There are no handling fees associated with payments made through the EZPay program.

Your account must be paid in full by the final payment deadline as stated on your trip information letter or your account will be subject to cancellation.

Price Adjustments: The price quoted is based upon a minimum number of travelers, the content of the program as outlined in your trip information letter and the date of your registration. A registrant may receive a special price by registering by the registration deadline in the trip information letter. 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' direct control. These include, but are not limited to, increases in travel security charges, government imposed fees and taxes, fuel and energy costs and charges, and airline, vendor, or group imposed schedule changes or delays. If your price is guaranteed for a stated minimum number of participants, 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.

Program Fees Not Included: Unless specifically stated in your trip information letter, WorldStrides' program prices do not include optional additional college credit fees, passport fees, visa fees, Full Refund Program fees, lunches, beverages with meals, baggage charges, expenses incurred during free time, porterage at airports and hotels, transportation from your home to the origination point of the program and back, tips to guides and long-distance bus drivers, or overnight lodging and meals in the United States prior to departure or upon return of an international flight.

Late Registration, Late Payment, and Fees: WorldStrides charges a late registration charge, equal to the greater of 10% of the base tour price or \$30, for registrations received after the final payment deadline. If you register prior to the final payment deadline as stated on your trip information letter but your account is not paid in full by that date, WorldStrides charges a \$60 late payment fee. The fee for any late payments made after any scheduled installment date is \$15. No personal checks or business checks will be accepted after the final payment deadline. There is a \$35 service charge on returned checks, declined credit cards or declined e-checks. A \$100 fee may apply for any correction made to your name within 75 days of the departure date. (For international programs, a \$150 fee may apply for any changes made within 105 days of departure).

Terms & Conditions - Domestic

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 your account must clear waiting list procedures and may involve additional airline and other charges.

Adults and Young Children: Adults pay a supplement based on room occupancy. If a traveling partner is available and hotel configuration allows, adults can be registered two to a room, for a supplement of an additional 15% of base trip price. For a single occupancy room, adults pay a supplement of 30% of base trip price. Upon all parties' approval and subject to availability, adults may share a triple room for an additional charge of 10% of base trip price. There is no supplement (0%) for quad occupancy of a room by adults (other than Florida and West Coast science programs – 5% supplement).

For Science & International Programs Only: 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.

Cancellations

All cancellations must be made in writing by or on behalf of the person listed on the registration form to customerservice@worldstrides.org 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. Cancellations may be initiated by the Program Leader. All refunds are issued using the original form of payment on the account in approximately four to six weeks. Check refunds are only issued to the primary responsible party listed on the account. Within seven calendar days 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 seven days, the Standard Cancellation Policy applies unless the Full Refund Program option is purchased.

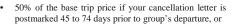
Full Refund Program (FRP) Benefits: If you, the Program Leader, school, or the school's administration, needs to cancel beyond the seven day grace period, the Full Refund Program protects your payments and provides a refund, less the FRP fee and the Non-Refundable Fees listed below. If elected, the additional fee for the FRP program will be added to the trip price on your next invoice, and your next installment payment will be applied to the FRP fee, before being applied towards your outstanding trip balance. The FRP fee cost will be included in your trip information letter.

All payments, including the optional FRP program fee, are due as of the final payment due date for your program. If, as of that date, the additional amount for the FRP program has not been received in full, your FRP election may be canceled.

In the event that the trip is canceled as a result of or following acts of force majeure, including, without limitation, acts of God, war (whether declared or not), terrorism, or civil unrest, or in the event of WorldStrides' bankruptcy, insolvency, or cessation of business the Full Refund Program will not make refunds and the below stated Standard Cancellation Policy will apply.

Standard Cancellation Policy: If you do not enroll in the Full Refund Program and you, the Program Leader, school, or school administration must cancel beyond the seven day grace period, WorldStrides will retain:

 25% of the base trip price (minimum charge of \$120 if base trip price is \$400 or more) if your cancellation letter is postmarked more than 75 days prior to the group's departure,



 100% of the base trip price if your cancellation letter is postmarked 44 days or fewer prior to group's departure.

Non-Refundable Fees: The non-refundable deposit, Full Refund Program fees, 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 the Full Refund Program or the Standard Cancellation policy.

For California Residents Only: Upon cancellation of the transportation or travel services, where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation or travel services, all sums paid to WorldStrides for services not received by you will be promptly refunded by WorldStrides to you unless you otherwise advise WorldStrides in writing. 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' default.

For Washington State Residents Only: If transportation or other services are canceled by WorldStrides, all sums paid to WorldStrides for services not performed in accordance with the contract between WorldStrides and the consumer will be refunded within 30 days of receiving funds from the supplier with whom the services were arranged, or if the funds were not sent to the supplier, the funds shall be returned within 14 days after cancellation by WorldStrides to the consumer unless the consumer requests WorldStrides apply the money to another travel product and/or date.

For International travelers and travelers from Mexico, the following schedule applies: For cancellations occurring within seven days following receipt of registration confirmation you are entitled to a full refund. Beyond the seven day grace period, WorldStrides retains 25% of the base trip price* (minimum charge of \$120 if the base trip price is \$400 or more) for cancellation letters postmarked more than 110 days to departure, 50% of the base trip price for cancellation letters postmarked 45-109 days prior to departure, or 100% of base trip price for cancellation letters postmarked 44 days or less to departure. In the event that your group size falls below 10 participants and you cancel or are canceled, your entire airfare amount may become non-refundable.

Extras

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.

Medical Insurance: All participants are provided accident, illness, and accident-related dental insurance coverage up to \$7,500 for accident, \$1,500 for illness, and \$750 for accident-related dental. Pre-existing conditions are not covered. Any charges not covered are the responsibility of the participant. Other limitations may apply. Full details are available upon request.

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.







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

General Information

Program Information Letter: Approximately two weeks prior to departure, you will be sent details regarding flight and hotel information, departure and return times, packing tips, drop-off/pick-up locations, etc.

Travel Documentation: Every participant must have the required documentation necessary to participate in the trip prior to the date of departure, including date of birth and necessary identification that fully matches the name 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 60 days prior to the group's departure date. If changes occur after that date, the participant must contact customer service and additional change fees may apply. Visit the Transportation Security Administration website at <u>www.tsa.gov</u> 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.

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. Participants will be required to sign a behavior contract prior to departure.

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.

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 associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant.

Trip Changes: 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' control at the discretion of WorldStrides as it deems necessary or desirable. On certain dates some attractions or activities may be closed. WorldStrides at its sole discretion may cancel a program due to insufficient enrollment, unforeseen operational difficulties, lack of projected availability, or any other reasons at any time. Whenever possible, suitable alternatives will be provided. If a trip is canceled by WorldStrides, the sole obligation of WorldStrides is to refund all funds collected from any registrant minus merchandise fees.

WorldStrides reserves the right to change the date of departure due to heavy demand on certain peak travel dates by no more than two days from the original departure date. 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 3 days or more. If you find it necessary to cancel because your program dates are changed by WorldStrides by 3 days or more, you will be refunded all monies, minus fees for returned checks and merchandise fees. Your letter of cancellation must be postmarked no more than 14 days after the date change is announced to the Program Leader, and it must state that the date change is your reason for canceling.

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.

Uncontrollable Circumstances: Without limitation, WorldStrides 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 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, epidemics or the threat thereof, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, actual, perceived or threatened epidemics, or for any other cause beyond the direct control of WorldStrides. For further information regarding travel to your specific destination(s), you are encouraged to visit the Centers for Disease Control and Prevention's Travelers' Health website at <u>www.cdc.gov/travel</u>, as well as, if applicable, the State Department's International Travel website (<u>http://travel.state.gov</u>).

WorldStrides reserves the right to cancel a tour at its discretion for the safety of its travelers, and all monies paid to WorldStrides for the trip, minus merchandise fees, will be refunded. Decisions to cancel tours will be based on travel warnings issued by the U.S. Department of State. No additional compensation will be made.

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 solely and exclusively by binding arbitration in Charlottesville, Virginia pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. 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.

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' customers in the unlikely event of WorldStrides' 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 <u>information@ustoa.com</u> or by visiting their website at <u>http://ustoa.com</u>.

Seller of Travel Numbers: California Seller of Travel Registration No: 2041618-20, Lakeland Tours, LLC DBA: WorldStrides is registered with the state of Florida as a Seller of Travel – Registration No: ST24541

Hawaii TARS-5388; IA 568; and WA 601 887 646, 602 011 744. Rev. 2/16

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 WorldStrides Customer Support at 1-800-468-5899.