

## - TERMS AND CONDITIONS -

**Tour Cost:** The Tour Cost is based upon an agreed to minimum number of full paying participants and specific activities as set forth on the sample itinerary. Failure to reach the minimum number of paying participants and/or the addition of new activities to the Tour may necessitate an increase to the final Tour Cost. Junior Tours reserves the right to pass along to the Group any and all unforeseen increases in supplier costs (e.g. fuel surcharges, taxes or fees) imposed by airlines, motorcoach companies or other vendors. Fees for airline checked baggage are not part of the tour package cost and are payable directly to the airline at time of airport check in.

**General Payment Procedures:** Your completed Registration Form and 1<sup>st</sup> Deposit must be turned into the Group Leader by the date indicated on the other side of this form. Only one registrant per form. Your canceled check is your receipt. There is a \$25 fee for all returned checks. A \$25 late fee will be imposed on any account more than 5 days in arrears.

### **Refunds & Cancellations:**

**Standard Cancellation Policy:** ALL PAYMENTS ARE NON-REFUNDABLE. If you choose to cancel and can find a new replacement, your deposit can be transferred in full to the new replacement's account. Transfers cannot be made to a person who is already registered for the Tour. For groups that are flying, name change fees may apply if the list of registrants has been submitted to the airlines, usually about 60 days before departure.

**Travel Insured International Student Deluxe Plan:** **Only available for purchase at the time of registration**, please mail a separate check payable to Junior Tours in the amount indicated on the reverse of this form or select to opt in at time of registration on web portal. If you choose not to purchase this insurance, you are subject to the standard cancellation policy above and may lose all trip payments.

This optional insurance will refund 100% of trip payments made, less the cost for the insurance, should you cancel for a qualified reason. Qualified reasons include unforeseen sickness, accidental injury, death, strike that causes complete cessation of services, weather causing delay or cancellation of travel, insured is hijacked, quarantined, required to serve on a jury, required to appear as a witness in a legal action, bankruptcy or default of travel supplier, a terrorist incident that occurs within the territorial limits of the cities listed on your itinerary, if you are a military personnel and are called to emergency duty for a disaster other than war, and being involved in a traffic accident substantiated by a police report while enroute to departure.

Cancellations for other, but non-qualified reasons, will be issued a refund of 75% of trip payments made, less the cost for the insurance. No benefits are available if cancellation is due to suicide, attempted suicide, self-inflicted injury or the other exclusions listed in the Certificate of Insurance. All cancellations must be reported within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as reasonably possible. Call Travel Insured at 800-243-2440 to make a claim for a refund. Additionally, please notify Junior Tours by emailing [travel@junortours.com](mailto:travel@junortours.com) or faxing a notice of cancellation to 732-566-0216.

A description of coverage and Certificate of Insurance can be found at <https://junortours.com/insurance>

**Medical History & Release:** You must submit to your Group Leader a complete and accurate Medical History & Release which he or she may send to Junior Tours. Any medical or physical conditions that chaperones should know of that may interfere with your participation on the Tour or with others on the Tour must be stated on the Form. I authorize the adults on my Tour to obtain emergency treatment as deemed necessary by medical professionals.

**Conduct Expected:** Participants are responsible for exercising sound judgment, caution and respect for people, places and things while on tour. A guideline of expected behavior is outlined in the "Rules and Regulations" as posted on our website at [www.junortours.com](http://www.junortours.com). Failure to comply with the Rules as set forth on our website and by the Group Leader and/or chaperones may result in the participant being sent home at his or her own expense with no refund. Each Tour Participant is responsible for paying for any damage to the hotel, motorcoach or other property damage caused while on tour.

**Responsibility Clause:** Junior Tours, its employees, shareholders, directors, agents, group leaders and chaperones (collectively "Junior Tours") does not own, operate or control any person or entity which provides goods or services for your Tour including, for example, lodging facilities, transportation companies, guides, entertainment or sightseeing operators, restaurants, etc. All such persons and entities are independent contractors. As a result, Junior Tours is not liable for any negligent or willful act of any such person or entity, or of any third party.

Without limitation, Junior Tours 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 God, force majeure, acts of government, 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 or safely, dangers associated with animals, insects or pests, sanitation problems, food poisoning, illness, epidemics or the threat thereof, lack of or unacceptable quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Junior Tours.

Changes in hotels or itinerary may be made at the discretion of Junior Tours if deemed necessary or desirable. Junior Tours reserves the right to decline to accept or retain any person as a member of any tour. Junior Tours reserves the right to cancel any Tour with its sole obligation to refund all monies received from the Group for the Tour. Junior Tours is not responsible for any lost or stolen items while on Tour. Any likeness (video or photo) taken of a Tour Participant, or any statement or comment made by a Tour Participant, may be used, published or reproduced for promotion, distribution, advertising in print or digital media by Junior Tours without compensation.

Junior Tours specifically disclaims any and all responsibility for the general supervision and behavior of tour participants. The number of complimentary chaperones provided by Junior Tours is not a recommendation as to the actual number of chaperones that should accompany the Tour. The actual number of chaperones accompanying the tour shall be determined by the Group in its reasonable discretion. Junior Tours reserves the right to decline to accept or retain any person as a member of any tour

**Binding Arbitration:** Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the tour, or the tour itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New Jersey law and will take place in Newark, New Jersey. 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. By agreeing to these terms and conditions, both of us are waiving our right to a trial by jury.