

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 (A.T.S.), 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 A.T.S..

Terms and Conditions

1. Academic Travel Services, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "A.T.S.") 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, 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 A.T.S. 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 A.T.S. 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, 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 disease, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of A.T.S. 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 A.T.S. or your local ground operator as it or they deem necessary or desirable. A.T.S. reserves the right to take photographic or film records of any of its trips and participant agrees that A.T.S. 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 A.T.S. may engage without any remuneration to participant. Participant assigns to A.T.S. all right, title, and interest in or to any and all media in which his or her name or likeness might be used.
4. A.T.S. 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. A.T.S. 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 A.T.S.
5. It is recommended that each traveler purchase Trip Cancellation/ Interruption insurance.
6. A.T.S. 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 A.T.S. program. A.T.S. must receive signed agreements before departure; it is the student's and/or parent or guardian's responsibility to turn in such agreement. If student travels without such agreement (no matter what the reason) A.T.S. will be held harmless in all matters pertaining to the trip.
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 (continued on column 2)

7. (cont.) any tour participant whose actions or behavior are considered detrimental to the group's welfare or inconsistent with A.T.S. rules and regulations. Further, A.T.S. 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. A.T.S. is released from any liability to any expelled member for such expulsion and no refunds shall be made.
8. If I become ill or incapacitated, A.T.S. 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. A.T.S. 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, 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.
10. I have indicated any medical problems which might affect my program participation on a separate sheet.
11. 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.
12. 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 completed:

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 the 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

PART II Departure Date:

Part III: Departure City & School:

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.)

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 A.T.S. in writing and **must** be accompanied by the specific withdrawal form supplied by A.T.S. 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.

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

A.T.S. 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, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac, and www.customs.gov. By offering sale to particular destinations, A.T.S. 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

INSTRUCTIONS: If you are sending One check, clip the appropriate coupon below and send it in with your check. If you are sending individual checks, use the roster form provided on a separate sheet and send it in the envelope with your individual checks.

Payment 1 Coupon

SCH #: J970 School Name: Azle High School

Date Due 6/21/10 Amount due PP: \$75.00

Amount Sent _____ Date Sent: _____

Number of Paying Passengers _____

Number of Free Chaperones: _____

Payment 2 Coupon

SCH #: J970 School Name: Azle High School

Date Due 9/27/10 Amount due PP: \$388.00

Amount Sent _____ Date Sent: _____

Number of Paying Passengers _____

Number of Free Chaperones: _____

Payment 3 Coupon

SCH #: J970 School Name: Azle High School

Date Due 12/1/10 Amount due PP: \$388.00

Amount Sent _____ Date Sent: _____

Number of Paying Passengers _____

Number of Free Chaperones: _____

Final Payment Coupon

SCH #: J970 School Name: Azle High School

Date Due 2/4/11 Amount due PP: \$388.00

Amount Sent _____ Date Sent: _____

Number of Paying Passengers _____

Number of Free Chaperones: _____