

Encore Tours Release

- I, the undersigned, whose name and signature appear on the reverse side of this form (and my parent or guardian if I am a minor), a registrant for a trip with Encore Tours, a division of the American Council for International Studies, Inc., hereby acknowledge that I have read and agree to the Encore Tours Terms and Conditions and my itinerary description, as well as those provisions contained in the Release below, and acknowledge that they form part of my agreement with Encore Tours including sections concerning responsibility, refunds and changes in dates, cities, hotels and prices.
- I/my guardian voluntarily consent(s) to participate in all activities (including the possibility of biking, horseback riding, water-based activities and homestays) provided and/or organized by Encore Tours, and I hereby assume all risks of loss and injury that may be incurred, directly or indirectly as a result of my participation in all activities provided and/or organized by Encore Tours. I/my guardian also authorize(s) Encore Tours to arrange for professional care and treatment for myself in case of a medical emergency. I/my guardian agree(s) that if I become ill or incapacitated, Encore Tours may, without incurring any liability, take such actions as it considers necessary under the circumstances, including securing medical treatment for me and transporting me to the United States all at my own expense. I agree to release Encore Tours from any liability for the quality and timeliness of any such medical care received or for any expenses incurred. I understand I must adhere to Encore Tours' Behavior Guidelines (available through my ACIS online account) while traveling and I acknowledge I have read and agree to follow such rules and regulations specified therein. I understand that Encore Tours cannot accept responsibility for travelers not following these rules and regulations, and that I may be sent home at my own expense without benefit of any refund if I do not adhere to Encore Tours behavior guidelines and standards and the instructions of my group leader. I understand that if I am expelled from school or otherwise disciplined by school or civic authorities, I may be declared ineligible for the trip and my participation cancelled, subject to the refund policies stated below.
- I will indemnify Encore Tours, its affiliates, agents, directors, employees, and my group leader, school, school officials and hold them harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an Encore Tours program.
- I understand it is my/my guardians' responsibility to meet the group leader accompanying me on a trip with Encore Tours and satisfy myself/themselves as to the appropriateness of the group leader to meet my needs and I/my guardian will inform the group leader of any special requirements for me.
- I understand that Encore Tours reserves the right to reassign participants to a replacement group leader should the original group leader not participate in the program for any reason.
- I understand that the air carriers' liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility during such time that I am not on board their aircraft.
- I understand that future Encore Tours, ACIS and AIFS advertising and publicity material may include statements made by participants, or their photographs/video footage (including TripStream content). I consent to such use of my content, comments or photographic/video likenesses.
- I understand that I am responsible for exercising caution and common sense at all times to avoid injuries. I understand that Encore Tours is providing, as part of the program fee, Basic Protection coverage (see page 7) for my benefit, including limited health, accident and life insurance in the event of injury or illness while on an Encore Tours program, as well as limited program cancellation or interruption insurance if I fail to participate or am delayed in connection with an Encore Tours program as a result of certain specified actions or events. I acknowledge that I accept the full description and limitation of this coverage that appears in the protection brochure, a copy of which is available upon request.
- I hereby waive and release Encore Tours, its affiliates, agents, directors, officers, and employees and my group leader, host school agents and school officials, including any person or entity employed or utilized by Encore Tours or host schools in any foreign country, from all claims arising from any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including without limitation, acts of God, war, terrorism, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of its own gross negligence, arising from the use of any vehicle or from Encore Tours' selection of, or from any act or omission by, any host family, bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel service, hotel, restaurant, school, university, or other firm, agency, company or individual.
- If my local municipality, school, school board, school administration or similar group is officially sponsoring this trip, I will receive written notification of that fact from my local municipality, school, school board, school administration or similar group, together with a statement of any responsibility for the trip assumed by that organization. In the absence of such a written notification, I understand that the trip is not officially sponsored or supported by my municipality or my school system, although they may, as a courtesy to the group leader, allow school or municipal premises or services to be used in connection with planning for the trip. Therefore, my local school, school board, school administration, school officials, municipality and municipal officials have no liability or responsibility whatsoever with respect to the trips unless they expressly inform me otherwise in writing, and by going on an Encore Tours trip I expressly release and waive all claims of any type against any or all of the foregoing in any way related to, or arising out of, the trip.
- I understand that Encore Tours reserves the right to make changes in the program and in program costs as described in the Encore Tours catalog, program brochure and itinerary description without liability for refund.
- I understand that obtaining a passport is my responsibility. If I am not a U.S. citizen, I understand it is my sole responsibility to obtain, in advance, any visas and other documents which may be required to enter or connect through all the countries on my itinerary and to re-enter the United States. If I have a passport from a country other than the United States, I must contact the local consular offices of the countries I will be visiting to obtain the necessary visas. Such visas are not obtainable on the spot overseas. Whether I am a U.S. citizen or not, Encore Tours will be held harmless in the event I am unable to obtain the necessary documents for participation in the program. I understand that inability to obtain these visas and other documents does not constitute grounds for withdrawal with full refund; the standard refund policy will apply.
- I understand that Encore Tours provides without charge a re-routed itinerary if: 1) The U.S. Department of State states there has been a terrorist attack against U.S. interests and 2) the U.S. Department of State issues an official Travel Warning that Americans should not travel to any country visited on the itinerary and 3) the official Travel Warning is issued or in effect within 90 days prior to departure. In such situations, if Encore Tours in its sole judgment decides to operate its program, I may withdraw and receive from Encore Tours, under my protection coverage, a full refund less \$100, Comprehensive or Ultimate Protection Plan fee and any visa fees, or after the trip has already commenced, I may withdraw and Encore Tours will provide the cost of a return flight to the U.S. city of departure up to the limit provided without refund of any other fees paid. In situations where protection coverage does not exist, Encore Tours' standard refund policy shall apply. A copy of the protection brochure describing this coverage is available upon request. In all cases Encore Tours reserves the right to cancel, alter, relocate or postpone programs as it determines necessary without penalty.
- I acknowledge acceptance of the terms of the refund policy as outlined below and in the Encore Tours Terms and Conditions, including the following:

If a participant withdraws this many days before departure	The refund consists of all payments LESS:
130+ days	\$350*
90 to 129 days	\$650*
65 to 89 days	\$1,100*
30 to 64 days	\$1,300*
29 days or less	No Refund

* If the withdrawing participant has paid \$1,300 or less at the time of withdrawal less than 65 days before departure, there will be no refund. Cancellation/Refund Policies may differ for domestic trips; contact Encore Tours for more details.

- I understand that the above chart is the Basic Protection Plan cancellation/refund policy of Encore Tours and that participants may have purchased an upgraded plan.
- I understand that all refund requests must be in writing and addressed to Encore Tours, 343 Congress Street, Suite 3100, Boston, Massachusetts 02210.

- I understand that group leaders who travel with their participants may receive complimentary benefits from Encore Tours or its affiliates as compensation for chaperoning, preparation and organization of the travel program.
- I agree that any dispute with Encore Tours will be submitted to binding arbitration, to be conducted substantially in accordance with the rules of the American Arbitration Association. Unless Encore Tours agrees to a different location, the arbitration shall be conducted in New York County, New York State. I agree that if I do not substantially prevail in the arbitration, I will be responsible for Encore Tours' expenses, including lawyers' fees participating in the arbitration. The decision of the arbitrator shall be final. I understand that by signing this agreement, I am giving up my right to have any claim against Encore Tours decided in court before a judge or jury.
- This agreement will be effective when my application is accepted by Encore Tours and shall be governed by the laws of the State of Connecticut. This agreement cannot be modified except in writing by Encore Tours.

Note: Please be sure that the appropriate signatures appear on the reverse side of this form in the section designated "signatures."