

Release Agreement

I, the undersigned whose name and signature appear on the Discovera Tours Registration Form (and my parent or guardian if I am a minor), hereby acknowledge that I have read and agree to the Discovera Tours Terms and Conditions, my itinerary description and the provisions contained in the Release below and I acknowledge that they form part of my agreement with Discovera Tours.

1. I/my guardian agree to release Discovera Tours (which term shall include agents, officers, directors, shareholders, staff members, Tour Directors, and employees of Discovera Tours) and my school and teacher/Group Leader, host school, agents and school officials, including any person or entity employed or utilized by Discovera Tours or host schools in any foreign country, from, and agree not to hold such persons liable for, any claims that I may have arising from, or in connection with, any physical or property damage or other loss that I may suffer from any cause whatsoever other than the gross negligence of such persons. Without limiting the generality of the foregoing, I release such persons from, and agree not to hold such persons liable for, any damages that I may suffer from any injury, loss, damage, accident, delay, or expense resulting from events beyond their control, including, without limitation, acts of God, weather, war, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from any vehicle, or from any act or omission by bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or any other firm, agency, company, or individual.
2. I understand that the air carriers' liability for loss or damage to baggage or property, or for death or injury to person, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility to any traveler aside from their liability as common carriers.
3. I understand that Discovera Tours is not responsible for me when I am apart from supervised activities, such as visits to friends or relatives, or during extensions or optional periods if the optional period does not include the services of a Discovera Tour Manager.
4. I will indemnify Discovera 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 a Discovera Tours program.
5. I/my guardian also authorize(s) Discovera Tours to arrange for professional care and treatment for myself in case of a medical emergency. If I become ill or incapacitated, Discovera Tours and its employees, or my Group Leader, may without incurring any liability take any action they deem necessary for my safety and well-being, including securing medical treatment for me and transporting me to the United States all at my own expense. I agree to release Discovera Tours from any liability for the quality and timeliness of any such medical care received or for any expenses incurred.
6. I agree to abide by Discovera Tours rules and regulations and the directions of my Group Leader or Discovera Tour's personnel during my tour. Failure to do so may result in Discovera Tours terminating me from the tour immediately. I understand that to disobey such rules or regulations is to waive the right to a refund of any part of my Tour Fee and that Discovera Tours may then send me home at my own expense. 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 in the Discovera Tours Terms and Conditions.
7. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol (and if I am a minor, when such laws are not in conflict with parental/guardian permission). I understand that to abuse or disobey such laws is to waive the right to a refund of any part of my Tour Fee and that Discovera Tours may then send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.
8. I understand that I am responsible for exercising caution and common sense at all times to avoid injuries. I understand that Discovera Tours is providing basic insurance coverage for my benefit, including limited health, accident and life insurance in the event of injury or illness while on a Discovera Tours program, as well as limited program cancellation or interruption insurance if I fail to participate or am delayed in connection with a Discovera 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.
9. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses, ferries, trains, or cruise ships. I will indemnify Discovera Tours and hold it 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 a program with Discovera Tours.
10. I understand that both Discovera Tours and my Group Leader reserve the right to refuse or cancel my enrollment at their sole discretion, and that standard cancellation fees will apply.



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11. Discovera Tours has the right to make changes in tour itineraries and departure dates and to modify transportation arrangements, including the use of substitute airlines. In the event of changes being made, refunds will be given only in accordance with the provisions of the Discovera Tours Terms and Conditions supplied herewith.
12. I understand that it is my responsibility to secure the necessary travel documents, including passport and visas. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in the Discovera Tours Terms and Conditions.
13. I acknowledge my choice to travel with the teacher or Group Leader organizing my group, and I understand that this choice is not the responsibility of Discovera Tours. I understand it is my/my guardians' responsibility to meet the group leader accompanying me on a trip with Discovera 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 Discovera Tours reserves the right to reassign my group to a replacement teacher or Group Leader should my original Group Leader be unable to, or determine not to, participate in the tour and that the standard cancellation policy will apply if I choose not to travel with the new Group Leader.
14. I understand that future Discovera Tours advertising and publicity material may include statements made by participants or their video clips or photographs, and I consent to such use of my comments or photographic likenesses.
15. I acknowledge acceptance of the terms of the refund policy as outlined in the Discovera Tours Terms and Conditions. I understand that Discovera Tours provides program cancellation and program interruption insurance 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 Discovera Tours in its sole judgment decides to operate its program, I may withdraw and receive from Discovera Tours, under my protection coverage, a full refund less the non-refundable deposit, any additional insurance fees, or after the trip has already commenced, I may withdraw and Discovera 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 insurance coverage does not exist, Discovera Tour's standard refund policy shall apply. A copy of the insurance brochure describing this coverage is available upon request. In all cases Discovera Tours reserves the right to cancel, alter, relocate or postpone programs as it determines necessary without penalty.
16. This agreement constitutes the entire agreement between Discovera Tours and me with reference to the subject matter referred to herein, and I understand that no warranty or representation not herein, including but not limited to any oral statements made to me by agents of Discovera Tours or by my Group Leader, applies to any program of Discovera Tours. This agreement may be amended or modified only in writing, signed by a Discovera Tours officer at Discovera Tours's main office in Peabody, Massachusetts.
17. This agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts. Any claim or dispute arising hereunder shall be settled by arbitration before a single arbitrator in Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association in Boston. The demand shall be made within six months after the claim, dispute, or other matter in question has arisen.

I acknowledge acceptance of the terms of the refund policy as outlined below and in the Discovera Tours Terms and Conditions, including the following:

If you withdraw for covered reasons this many days before departure	You will receive a full refund minus the following amounts:
More than 140 days	\$75 plus \$150*
139 to 100 days	\$250 plus \$150*
99 to 65 days	\$450 plus \$150*
31 to 64 days	40% of All Fees plus \$150*
30 days or less	No Refund

*This chart is based on the Discovera Tours Included Basic Essential Insurance Plan. Refer to our Insurance brochure for cancellation policy based on optional upgraded insurance.

*The \$150 Deposit is non-refundable and non-transferable. If the withdrawing participant has paid less than \$1,100 at the time of withdrawal less than 65 days before departure, there will be no refund.



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