

**The World Tour – Travel Adventure Club, LLC  
Release of Liability / Covenant Not to Sue / Trip Terms & Conditions**

By my signature below, I, \_\_\_\_\_,

(Please print full name clearly)

(hereafter known as "Member"), acknowledge that "The World Tour Travel Adventure Club, LLC" (hereafter "The Club") is providing each member the opportunity to participate in various travel, social and athletic activities. The club "Member" is solely limited to a participant in the club activities and this agreement does not give the club member any ownership, participation, or any financial rights or liabilities in the World Tour – Travel Adventure Club, LLC.

The Member acknowledges that that he/she is aware of the hazards inherit in travel, active activities, athletic activities, cycling, biking, hiking, snow sports, skiing and snowboarding and that the Member is capable of evaluating the risks and hazards of these activities and any other Club sponsored activity. The Member is well aware of the risks of loss, damages, death or personal injury, known or unknown, anticipated or unanticipated, which may result from participating in the sport of SCUBA, snow sports, travel, cycling, hiking, sports, athletic activities, or any other endeavor offered by, promoted or sponsored by The Club, or on premises controlled in whole or in part by The Club. The Member acknowledges that he/she participates at his/her own risk in any and all travel, social or athletic activities of The Club, and that the Member is solely responsible to evaluate and apply his/her own good judgment and capabilities at all times with respect to these activities. The Member agrees to abide by all club rules, policies and procedures and guidelines as outlined in the trip terms & conditions, by activity leaders and by general common sense during the course of his/her membership in The Club.

The Member hereby agrees for themselves, all their family, heirs, administrators, executors or assignees, to release The Club and each and every one of The Club members, membership, activity leaders or other agents from liability, loss, actions, damages, claims, demands, or any cause of action, and not to sue or otherwise make any claim whatsoever against The Club, any of its members, activity leaders or other agents for events or conditions arising out of the Member's participation in any activity sponsored by The Club, or the Member's presence at a premises controlled in whole or in part by The Club.

The Member expressly intends this *Release of Liability* and *Covenant Not to Sue* to be effective whether or not any loss, damage, death or personal injury results from the negligence of The Club and/or any of its members, activity leaders or other agents. The Member understands that negligence means failure to do or act as a reasonable careful person would under the same or similar circumstances, or to commit and act as a reasonable careful person would as not to commit under the same or similar circumstances, to protect him, herself or others from damages, injury or death.

All Club members must sign this Release of Liability, and if less than eighteen (18) years of age then a Parent or Guardian must also sign, in order for the Member to participate in any Club sponsored activity.

Trip: \_\_\_\_\_ (Initial trip this release form is for)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Signature of Parent / Guardian if 1<sup>st</sup> Signer under 18 years of age)

Parent / Guardian Name \_\_\_\_\_

(Please print the name of Parent or Guardian here)

## Trip Terms & Conditions

1. The trip does not include potential airline baggage charges. Baggage charges are controlled and set directly by the airline and are subject to change. Typically, carry-ons and ONE check-in included.
2. Payments must be RECEIVED on or before the scheduled payment date in our US Mail post office box as listed on your account page, or by PayPal. You MUST have a zero balance (have paid in full) on your account by the final payment date, as listed in the trip payment schedule.
3. **Trip payments are non-refundable and non-transferable. Cancellation/travel insurance is available and strongly recommended.**
4. Any upgrades/options (room-upgrade, singles, flights, bikes, etc.) are payable with your initial deposit, or when you change your itinerary unless you have approval from the club in writing for another payment schedule.
5. Upgrades cannot be changed or refunded. All upgrades must be confirmed when your payment is processed, if they cannot, you will receive a full refund for all payments made to The World Tour. NOTE: Canceling an upgrade such as a trip extension may cancel your entire trip.
6. On trips with multiple flight options, the club reserves the right to switch/change flight options based on group trip and transfer requirements.
7. Reservations with late payments automatically lose any early trip sign up incentives, including give-a-ways and early pricing if applicable. Reservations with late payments can lose upgrades and add-ons including single occupancy rooms, meals, rentals, hotel upgrades, extensions, excursions and lift tickets.
8. The trip price includes estimated airline/airport taxes and potential airline fuel surcharges unless otherwise noted. Your final payment may include the adjustment against the estimated versus the actual. NOTE: There has not been an adjustment in many years, since the high fuel prices.
9. The final trip payment date is determined by the airlines, our suppliers & vendors and may change.
10. The trip price is typically based on a group of 26. There may be an additional surcharge or cancellation if the trip has less than 26 participants or the minimum trip participants for our group rates.
11. The club operates group contract trips. Contacting our suppliers or vendors directly is strictly forbidden, without written authorization from the club. Attempting to join or have others join our trip without a club reservation is strictly forbidden unless you have agreement and written authorization from the club.
12. You are required to purchase a club membership and pay your annual membership with your initial deposit. If the trip is next year, you are paying next year's membership fee. Membership privileges can be revoked at any time for non-compliance with club policies, and the trip terms and conditions.
13. Under eighteens are required to travel with a legal guardian. Legal guardians are required to carry with them proof of identification and guardianship of the minor, and the authorization and ability to make medical decisions for the minor. Guardians must cover any additional expenses required by the minor. Guardians are solely responsible for the health, safety, and behavior of the minor.
14. You must have a current passport valid for four months after the return date for international travel. You must also use your name as it appears on your passport (or id for trips within the USA) on your reservation. You are required to fill out your passport information on your account reservation page.
15. You are solely responsible for any visa or entry requirements, your legal ability to board the airline and to enter or transfer through the countries required by the trip agenda and your trip reservation. This includes exiting / departing the USA and re-entry / returning to the USA.
16. We, the club, are in no way responsible for any ADA or disability or accessibility or any accommodations of any kind on our group international trips. You, the member participate at your own risk in any and all travel, touring, social or athletic activities of The Club. You are solely responsible to evaluate and apply your own good judgment and capabilities at all times with respect to these activities.
17. You are responsible for updating, checking and verifying your reservations details on-line on your account page, no exceptions. We are in no way responsible for any errors or omissions on your reservation.
18. SCUBA Trips: SCUBA Drivers MUST bring their SCUBA certifications & proof of insurance with them.
19. Singles are required to purchase a single occupancy room upgrade, or arrange for, and have a roommate.

20. Rates are net per person in US\$ based on a check payment. We offer payments by credit card using PayPal. PayPal payments are only accepted for trips departing more than ninety days from your payment date. There is an additional 4% transaction fee to use the PayPal credit card service. We only accept check or cash equivalent payment for any payments made within ninety days of departure. We only accept a bank / teller / Money Order check or cash equivalent payment for any payments made within ten days of departure. You are responsible for any charges and/or fees associated with your payment. The amount credited to your account will be the NET amount of your payment credited to the trip bank account by our banking institution after any fees such as wire transfer, administrative, exchange rates, etc.
21. There is a \$50 fee on returned checks. There is a \$50 fee for late payments received up to fifteen days after the scheduled payment date, which increases to \$100 for payments received up to thirty days late, except for the final payment, as set by the payment plan / schedule, which has a late payment fee of \$100 up to fifteen days late. Payments not received after thirty days from the scheduled payment date may result in trip cancellation with no refund, except for the final payment which has a fifteen-day time limit.
22. You may be responsible for "town/city" tax in hotels that require this as a cash payment at check-out (small amount of \$1-3 per night).
23. We do not accept postdated payments of any kind. There is a \$50 fee for any postdated payments received should we make an exception to this rule.
24. We are not responsible for the quality, functionality or suitability of promotional items, trip apparel, give-a-ways, SWAG, sponsored and discounted items. These items are subject to substitution and availability. We cannot change the sizes of trip apparel; as they are made to order for each trip.
25. Trip events and on the ground/resort trip itinerary are subject to availability, cancelations, and changes. There is no refund of any kind for canceled activities, excursions or events included in our trip package.
26. If you have arranged your own flights (approval required) you are responsible for arriving on-time for Airport/Hotel transfers. You must arrive on or before our group flight and depart on or after our group flight. We cannot wait for and are not responsible for flight changes or flight delays of any kind. These can affect the availability of transfers.
27. All trips and many events require a minimum number of participants, if the trip is canceled because we do not reach the minimum number of participants, you will receive a full refund of all payments made to The World Tour.
28. You agree to release the club from all responsibility or liability arising from the taking, reproduction and use of photographs and recordings of you and your likeness in any media form.
29. **Participation requires that you review and agree to our release forms and agreements and the above terms.** Participants are required to agree and sign (signature of Parent / Guardian if Participant under 18 years of age) our release forms and agreements and mail an original copy of the signed forms to The World Tour. **By placing a trip on deposit, you are automatically agreeing and indicating your agreement to the "Trip Terms and Conditions" and "Release of Liability" and "Covenant Not to Sue" agreements.**
30. Terms and conditions subject to change. The current terms and conditions are in the release forms PDF in the member's area of the Club's web site.

I have read, fully understand, and agree to abide by the trip terms & conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

By my signature below, I fully understand, acknowledge and agree to the following:

RESPONSIBILITY CLAUSE:

The World Tour Travel Adventure Club, (hereafter "The Club"), and or its agents, may act in the capacity of agent for the participants (hereafter "members") in all matters pertaining to travel, whether by plane, rail, boat, steamer, or any other means of conveyance. They shall not be liable for any injury, damage, or loss occasioned by neglect or default of any company or person engaged in conveying the activity or tour, or any hotel proprietor or car rental organization or other persons supplying services or materials in connection with the tour or activity. Neither The Club, (and or it's agents) nor the airline concerned are to be held responsible for closure of access routes to or from resorts due to bad weather or road conditions, or for any other reasons. In addition, they are not to be held liable for any additional payment or any refunds for unused hotel accommodations or meals occasioned by such late arrivals at hotels holding rooms as per confirmed itineraries or any other hotel. The Club, and its agents act only as agents for reservations concerning hotels, transportation activities and tours (if included) and do not guarantee the psychological satisfaction of the client for these reservations. Neither The Club nor its agents assume any responsibility or liability for schedule and/or reservation changes of any hotel, airline, transfer company and/or trains.

LIMITATION OF LIABILITY, INDEMNITY AND WAIVER:

A. Limitation of Liability. The limit of The Club liability for any action related in any way to this Agreement or to any club activity or event shall be the full amount paid to The Club by club members related to this Agreement.

B. Indemnity. Members agrees to indemnify and hold harmless The Club from all costs, claims, liabilities, fees, attorney fees, and obligations (a) relating in any way to any act or omission of any person in or associated with any Club activity, (b) relating to any claim by any Member, or any person associated, affiliated or related to any member against The Club, or it's officers, employees, agents, or affiliates.

C. Waiver. Members agree that neither The Club nor its affiliates, nor its or their employees or agents, shall be liable for any damage, loss (including personal injury, death and property loss), inconvenience or expense occasioned by any act or omission of any supplier providing services, or of any other person, or by any change in itinerary. No person other than a representative of The Club, authorized by a document in writing, is permitted to vary, add or waive any term or condition in this Agreement, including any term or condition set forth in the preceding provisions.

D. Acknowledgment of Risk. Members understand and agrees that travel and athletic activities involves the risk of delays, inconveniences, cancellations, thefts, terrorism, crimes, mechanical problems, loss of luggage and possessions, as well as the risk of injuries. Members understand and agree that such risks are not in The Club's control and agrees that members will not hold The Club responsible for any harm or injury relating to such risks.

PICTURES & VIDEO RELEASE:

I, the undersigned individual, hereby give permission for The World Tour, its employees, members, subsidiaries, and affiliates, or those with whom The World Tour Travel Adventure Club may contract, all of whom are referred to herein as The Club, to use my voice, likeness, written word, testimony, video, endorsement or image in the form of a photograph, artwork or recording in any media form, Club publication including websites and the internet. Publication means and includes any information published by or on behalf of the Club whether in print, computer media, or its websites including YouTube, to its members, donors, vendors, partners, or to the general public.

I release the club from all responsibility or liability arising from the taking, reproduction and use of such photographs, recordings, and interview information, including their dissemination for use in public media. I also authorize the disclosure of my name.

I, hereby release the club, as defined herein, from any claim of invasion of privacy or other claim based upon the publication of my picture, likeness or image, printed or spoken word.

INSURANCE:

Members acknowledge that **The Club has strongly recommend and made available the purchase of trip insurance** with coverage that includes, interruption, delays, theft, cancelations, delayed baggage, accident, sickness, and death of a participant or covered family member.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Signature of Parent / Guardian if 1<sup>st</sup> Signer under 18 years of age)

Parent / Guardian Name \_\_\_\_\_

(Please print the name of Parent or Guardian here)