



COMPLETE TERMS AND CONDITIONS / OPERATOR- PARTICIPANT CONTRACT 2014-2015

PARTIES TO THIS AGREEMENT:

TOUR OPERATOR: American Student Travel Abroad. 326 Main Avenue, Suite 208, Brookings, SD 57006, herein referred to as ASTA, has arranged the tour packages described on its brochures/fliers/invoice/website/confirmation. ASTA acts as tour operator for all Argentina, Belize, Costa Rica, Mexico, Peru, Spain and United States packages.

PARTICIPANT: The person (herein referred to as “Organizing Teacher”, “Participant”, “Traveling Participant”, “Client”, “Customer”, or “Traveler”) who has reserved a Tour Package as described in its brochures/fliers/invoice/website/confirmation and who intends to participate in the Tour Package so reserved and by such participation and payment as provided for in this Operator-Participant Contract hereby agrees to be bound by and subject to the terms and conditions of this Agreement.

I agree to release, defend, indemnify and hold American Student Travel Abroad, and its agents and employees, my local school and school district, and the organizing teachers and/or tour escorts harmless from any and all claims, losses, damages, causes of action, costs and expenses (including reasonable attorney’s fees and other costs of litigation) arising from or in any way connected with: a) my participation in an ASTA program, b) my breach or violation of this agreement, or c) any act or omission that I commit or engage in while participating in an ASTA program, except to the extent that any such claims or causes of action arise solely from ASTA’s gross negligent or willful misconduct. Notwithstanding the foregoing, I agree that ASTA’s liability, if any, under this agreement shall be limited to the total amount paid by me for the program. In no event shall ASTA be liable for consequential or incidental damages such as without limitation, lost profits or wages.

ASTA or the Organizing Teacher shall have the right to send me home, at my or my parent’s expense, and without escort or refund if I am under the age of 21 and I drink or sample alcoholic beverages (regardless if I am of legal age in the country I am visiting), use illegal drugs or violate ASTA’s rules and regulations. ASTA does not accept parental permission forms authorizing their child to drink or sample alcoholic beverages.

I agree that this is a supervised program and I am subject to the authority of my Organizing Teacher at all times. I further agree that ASTA has the right to enforce ASTA’s Rules and Regulations, which is incorporated into this Agreement by reference and signed by participant and parent/guardian prior to departure. I understand and agree that if I fail to abide by any of these policies, and ASTA or the Organizing Teacher deems it appropriate, ASTA may send me home without escort, at my or my parent’s expense, with no refund.

I understand that if I am expelled from school or otherwise disciplined by my teacher or my school, or if I am charged with or convicted of any crime by local authorities, or if I fail to meet any oral or written requirements for participation in the program as set forth by ASTA, my teacher or school, I may be declared ineligible to participate in the ASTA program and I will be subject to ASTA’s standard cancellation policy described in the Official Brochure.

If I become ill or incapacitated, I agree that ASTA 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 parents’ expense back to my home for medical treatment. ASTA is not responsible for the quality and timeliness of any such medical treatment received by me. I agree to complete the Official Medical Release form provided by ASTA and turn it into my Organizing Teacher, who will possess the forms while participating in the program. I realize that failure to do so may result in delay in medical treatments.

If I require any additional medical attention or assistance for physical or mental challenges while traveling, it is my sole responsibility to notify my Organizing Teacher upon registration for the program. If I fail to inform my Organizing Teacher upon registration, it is my responsibility to pay for any additional services needed to facilitate my trip. I agree to not hold ASTA or my Organizing Teacher responsible for said increases. If I need to cancel my program due to my failure to notify my Organizing Teacher or ASTA, I agree to pay all cancellation fees according to ASTA’s cancellation policy.

I agree that ASTA is not responsible for my well-being when I am absent from ASTA-supervised activities. I shall be exclusively liable for any financial obligations I may incur or any damage or injury I may cause while participating in an ASTA program.

I agree that I am solely responsible for obtaining proper travel documents, and if I am not a US citizen, the appropriate visas for countries I am to visit. Further, I shall hold ASTA harmless if I am unable to obtain the necessary documents for participation in the program. I understand that inability to obtain these visas or other documents does not constitute grounds for withdrawal with full refund; the standard cancellation will apply as listed in the cancellation policy on the official application for my program. I further agree that ASTA assumes no responsibility for loss of my passport, airline tickets, or other travel documents, loss or damage to my luggage or personal belongings.

Please note that customs officials may not allow you to enter a country unless your passport is valid for at least **six** months after your return date. Non-US citizens must contact the appropriate embassies and consulates to inquire about obtaining any necessary visas for all countries to be visited.

ASTA recommends that Organizing Teachers encourage participants to turn in their deposit as soon as possible because ASTA programs tend to fill up quickly and space is limited. If a registration form is received in our office late, additional charges (for last-minute flight reservations, increased Tour Fees, etc.) may apply. Late registrants may be placed on a waiting list; if no space becomes available we'll refund the full payment, minus any reinstatement or previous cancellation fees that may apply. All registration forms must be sent in by the Organizing Teacher in order to be valid.

ASTA's programs are primarily developed for students, but adults are welcome to participate. *We are one of the only student tour companies that does not charge extra simply because the traveler is not a student.* Please note, that rooming supplement charges may apply. ASTA will review applications from children under 12 years of age on a case-by-case basis. Due to the fast pace of our tours, we do not recommend children that need constant attention or assistance to join the program.

I understand that if events outside ASTA's control require a change in the price of the program that my Organizing Teacher will receive written notification with available options and deadlines.

Tour fees published in your Official Brochure are based on currency exchange rates as of the time of distribution of the Official Brochure to the Organizing Teacher. In the event of a major currency fluctuation or tax increase, ASTA reserves the right to adjust the program price and apply a surcharge.

I acknowledge that all payment deadlines are shown in the Official Brochure for my program. I further acknowledge and agree that my participation in the ASTA program shall be subject to cancellation if I miss any payment deadline. Please refer to the payment schedule and cancellation policy on your Official Brochure for details.

Any requested changes to itinerary, travel date, package type, or other aspects of your tour made after your tour has been chosen may be subject to additional fees.

Each program begins with the takeoff of the international flight and ends upon completion of the return flight to the United States. ASTA is not responsible for events beyond its control, such as acts of God, war, terrorism, strikes or government restrictions or delay caused by persons not controlled by ASTA, such as airlines, bus companies, railways, and hotels. ASTA reserves the right to terminate any participant's program at any time for reasons which appear to be valid. ASTA reserves the right to cancel a tour at its discretion. In the event of instability in a destination country, decisions to cancel a tour will be based on Travel Warnings issued by the US State Department.

I agree that ASTA reserves the right to determine airlines and flight routings.

I agree that ASTA reserves the right to make changes in the program itinerary when deemed necessary. These changes might include exchanges or substitution of airlines, cruise ships, or modes of transportation, changes in arrival or departure dates, shifting the order of cities visited, reversal of the tour, or separate flight itineraries. I agree to accept any such changes. No refunds will be made in the event of changes in the itinerary occurring prior to or after departure. On certain holidays, or due to unforeseen circumstances, some attractions might be closed. If so, ASTA will try to offer a similar activity. If your flight arrives late on the scheduled arrival day, we will attempt to reschedule any activities you miss that day or provide an adequate substitute activity on another day of your tour. We cannot offer refunds for these activities.

I understand that all information pertaining to my program, including statements and air tickets or e-ticket confirmation numbers, are mailed directly to my Organizing Teacher prior to departure. Flight times, airline itineraries, tour directors, and hotel information are subject to change.

While ASTA is well-known for its ability work with each Organizing Teacher individually and for its capacity to accommodate any size group, in order for us to offer the lowest possible program prices, we sometimes offer to combine smaller groups into one larger group. By doing so, it will help to bring down your price and give you the benefit of meeting students and teachers from schools other than your own.

Legal names (as they appear on your passport) are due in our office 65 days prior to departure. Please note any request to correct a participant's first or last name prior to ticketing will incur a minimum \$200 name change fee. Requests for name changes less than 35 days before departure are subject to airline policy, name change fees, and/or normal cancellation policy.

ASTA handles final rooming assignments for all travelers. Please ensure that we have all rooming requests, including upgrades, by 90 days prior to departure.

I understand that ASTA does not investigate or actively monitor the Organizing Teacher and Teacher's Assistant(s). Instead, I shall perform any investigations, background checks, interviews and the like that I determine, in my sole discretion, are necessary prior to participating in an ASTA program. ASTA hereby disclaims all representations and warranties regarding any Organizing Teacher and Teacher's Assistant(s), whether express or implied, including, without limitation, any representation or warranty regarding the character or background of an Organizing Teacher and Teacher's Assistant(s).

I grant to ASTA the right to select a replacement for my Organizing Teacher if he/she is unable or unwilling to participate in the program. Should a replacement not be available, all cancellation fees will apply.

This Agreement may not be modified except in writing signed by an authorized ASTA representative. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota, without regard to conflict of law principles. All disputes, claims for relief, causes of actions, or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the state or federal courts having jurisdiction over Scott County, Minnesota. I consent to the jurisdiction and venue of such courts and expressly waive all objections based on the doctrines of personal jurisdiction or forum non conveniens. **I knowingly, voluntarily and intelligently waive my constitutional right to a trial by jury with respect to any disputes, claims for relief, causes of actions, or counterclaims that may arise under this agreement and agree that any litigation between the parties concerning this agreement shall be heard by a court of competent jurisdiction sitting without a jury. I hereby confirm that I have reviewed the effect of this waiver of jury trial with the competent legal counsel of my choice, or have been afforded the opportunity to do so prior to signing this agreement.**

No claim, regardless of form, arising out of or in connection with this Agreement, may be brought against ASTA more than ninety (90) days after the date on which the cause of action occurred.

I agree that any film or video likenesses taken of me while participating in an ASTA program and any of my comments or statements may be used in future materials published or produced by ASTA.

In the event of any conflict, the terms and conditions of this agreement supersede any other warranties, representations, or terms and conditions, unless they are expressly stated within a Terms Conditions Addendum or in a letter signed by an ASTA officer. Otherwise, the terms and conditions of this agreement shall govern and control. Prices are subject to change.

American Student Travel Abroad - 326 Main Avenue - Brookings, SD 57006

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1.844.327.ASTA