

TOUR TERMS AND CONDITIONS / RELEASE FORM – ONE DAY TOURS

A separate form must be signed and returned by each tour participant to St. James School with payment

1. **NO RESPONSIBILITY FOR LOSSES OR DELAYS.** Hemisphere Travel, Inc. d/b/a Hemisphere Educational Travel ("Hemisphere") acts only in the capacity as agent for the Participant. Hemisphere does not own or operate any ships, airplanes, busses, trains, autos and shall not be liable for any delay, loss or accident occasioned by fault or negligence of any carrier or other person or company obligated to perform transportation services, furnish accommodations, or otherwise in connection with the Tour. Specifically, but not by way of limitation, Hemisphere shall not be responsible for any loss, expense or inconvenience caused by late arrivals and departures or ships, airplanes, busses, trains, autos, or any change of schedule, acts or inaction of carriers, hotels other third parties or other events or occurrences beyond the reasonable control of Hemisphere. Hemisphere shall also not be liable for loss or damage to baggage or any other article of personal property of Participant. The airline tickets issued by the airline shall constitute the sole contract between the airline and the Participant in the Tour relating to transportation. Hemisphere and the transportation company shall have no liability to Participants who are late for departure or who otherwise miss scheduled departures. In most cases, airline tickets are non-refundable, and Hemisphere shall not be held liable if a group or individual loses their tickets. In the event the Tour Group of which Participant is a member shall breach the Tour Contract, all payments made by Participant shall be retained by Hemisphere to be applied to damages incurred by Hemisphere; provided further; that such retention of payment shall not prevent Hemisphere from seeking recovery of additional damages from the Tour Group caused to it by reason of any such breach.
2. **RATE CHANGES, CHANGES TO ITINERARY.** Rates quoted are based on current taxes, tariffs and fuel costs in effect at the present time & are subject to change without notice. In the event of a tax increase or fuel surcharge, participant agrees to pay the additional cost. If participant chooses to cancel due to the increase in cost, all cancellation penalties will apply as listed below in #5. Although no revisions to the itinerary are anticipated, Hemisphere reserves the right to make any changes, with or without notice, that may become necessary, and Participant agrees to pay any additional expenses or costs attributable to such changes in the Itinerary.
3. **RULES APPLICABLE TO TOUR PARTICIPANTS.** Tour leaders, chaperones or school administration have the right to remove a tour participant anytime prior to the tour if the tour participant does not meet school's or group's eligibility or code of conduct requirements and all cancellation penalties will apply. Authorization is hereby given to the tour leaders/chaperones to act on behalf of any participant who shall require hospital, surgical or medical treatment in any situation deemed an emergency by such chaperone. Tour leaders/chaperones are hereby authorized to give non-prescription pain killing remedies to Participants upon request if, in the tour leaders'/chaperones' opinion, such is deemed reasonably necessary. Any medications or medicines a Participant will be taking on Tour, must be submitted to the tour leaders/chaperones prior to commencement of the Tour. The tour leaders/chaperones are to be notified by the Participant of any known allergies to medication. Participant agrees to fully and completely comply with all rules and regulations of various governmental and commercial agencies and that any violation of such rules and regulations, as well as any behavior deemed by the tour leaders/chaperones to be detrimental to the Tour Group, will, at the sole discretion of the tour leaders/chaperones, subject the Participant to immediate suspension and/or dismissal from the Tour. No refunds shall be made in any such event and the Participant, or the parent/guardian of the Participant, will be financially responsible for any costs (including transportation costs) to return the participant and a chaperone home. If the Tour Leader permits the use of iPod's or MP3 players on the Tour, they shall be used with headphones only. Use of drugs, alcohol, possession of explosives, firearms, or any other articles of an illegal nature shall subject the Participant to immediate dismissal from the Group. The Participant is to notify the tour leaders/chaperones of any specific items of food or beverages brought on the Tour to determine whether such items are acceptable. Participant agrees to be responsible for all damages caused by the Participant to the applicable hotel, any hotel room, any motor coach, or any other property. Hemisphere is not responsible or liable for any items lost or stolen while on the tour. The signature below indicates that the participant is permitted to go swimming only with School board approval (if applicable) and only in the presence of their assigned tour leaders or chaperones. Hemisphere, the School, or the tour leaders/chaperones, shall not be liable for any injury/death as a result of swimming (at hotel pool or other water activity on the tour).
4. **DEPOSITS AND PAYMENTS**
 - A. The 1st deposit requested by Hemisphere, must be received by Hemisphere according to the date indicated on the Payment Schedule.
 - B. All deposits shall be sent to Hemisphere (unless otherwise indicated in your tour paperwork.)
 - C. Fund Raising monies will be accepted by Hemisphere prior to the "Final Deposit Due" Date. The Tour Leader will provide a check with the total Fund raising amount and a list of the students' names indicating how much to credit each. An updated "cash received" report to reflect these credits will be sent to the Tour Leader. It is the Tour Leader's responsibility to inform all participants the fundraising amounts they have earned. If participant cancels from tour, all fundraising amounts earned by that participant will be returned to the issuer of the fundraising check less any applicable penalties.
 - D. All Tours must be paid in full by the deadline date listed on the Tour Leader Contract/Group Tour Participation Agreement. A payment made after the final payment deadline date must be in the form of a money order, cashier's check, credit card or cash. No personal checks will be accepted after the final payment deadline date.
 - E. Transfer of money from Participant to Participant in any circumstance is not permitted.
 - F. Deposit dates Indicated on Payment Schedule must be adhered to. NO EXCEPTIONS.
 - G. If the final deposit is not made by the due date, the Participant will be canceled from the Tour and all charges below will apply.
 - H. NSF checks and Credit Card Chargebacks will be charged \$35.00 and replacement must be by Cashier's Check or Money Order.
5. **REFUND POLICY, NON-REFUNDABLE PAYMENTS, & CHARGES.** Participant agrees to the following refund policy and non-refundable payments.

GROUP CANCELLATION- all cancellations must be submitted to Hemisphere in writing before any refund will be considered. All refund checks will be issued and mailed to the issuer(s) within thirty (30) days after the scheduled Tour Date. Cancellations received after business hours will be posted on the next business day.

 - A. If Tour Group cancels due to lack of participation, the group has until 2 weeks after the first scheduled deposit date to cancel without penalty. Lack of participation is defined as a number of paid participants that is less than the lowest tiered pricing indicated on the Group Tour Participation Agreement.
 - B. If Tour Group cancels the Tour at least seventy-one (71) days prior to the Tour Date, due to lack of participation or unforeseen circumstances, Hemisphere will refund an amount equal to the deposits made, less all non-refundable deposits and expenses made on behalf of the group, and less a ten dollar (\$10.00) per person administrative service charge, as provided in the Tour Contract governing the Tour.
 - C. If Tour Group cancels the Tour seventy (70) to forty-six (46) days prior to the Tour Date, Tour Group shall be assessed a cancellation charge of 25% of the tour cost plus any non-refundable deposits and expenses made on behalf of the group, as provided pursuant to the Tour Contract governing the Tour.
 - D. If a Tour Group cancels the Tour forty-five (45) days or less prior to the scheduled Tour Date, the Tour Group shall be responsible for 100% of the tour cost as provided pursuant to the Tour Contract governing the Tour.

Emergency Cancellation by Hemisphere. Hemisphere may cancel a Tour by reason of any event or occurrence which it deems to create a concern for travel safety, or if any major component of a Tour (i.e., transportation or accommodations) shall be canceled as a result of any such event. In such event, Hemisphere's sole liability to Participant shall be to refund to Participant such amount as Hemisphere receives as a refund from its vendors applicable to Participant's participation in the Tour, less such administrative fee as it deems necessary to cover Hemisphere's costs to the date of such cancellation in connection with such Tour.

PARTICIPANT CANCELLATION- Cancellations must be submitted to Hemisphere in writing before any refund will be considered. All refund checks will be mailed to the issuer within thirty (30) days after the scheduled Tour Date. If payments come from multiple issuers, refund will be issued in the participant's name. If a participant is canceled from the tour by the group's tour leader for any reason, all cancellation charges will still apply. Cancellations received after business hours will be posted on the next business day.

 - E. If a Participant shall cancel his or her reservation at least seventy-one (71) days before the Tour Date, the Participant shall be entitled to a refund of the deposits made, less a ten (\$10.00) dollar administrative service charge and less any non-refundable deposits and expenses paid on the Participants behalf as provided pursuant to the Tour Contract governing the Tour.
 - F. If the Participant shall cancel his or her reservation seventy (70) days to forty-six (46) days prior to the Tour Date, the Participant shall be assessed a cancellation charge of 25% of the tour cost plus any non-refundable deposits and expenses made on the participants behalf as provided pursuant to the Tour Contract governing the Tour.
 - G. If a Participant shall cancel his or her reservation forty-five (45) days or less prior to the scheduled Tour Date, the Participant shall be responsible for 100% of the tour cost as provided pursuant to the Tour Contract governing the Tour.
 - H. All cancellations must be submitted to Hemisphere in writing before any refund will be considered.

Tour Participant Replacement Policy (must be approved by Hemisphere Travel and Tour Leader). If a tour participant cancels with a same day replacement less than 45 days prior to the scheduled tour date, the canceling participant shall be entitled to a refund of the deposits made, less a \$25 administrative service charge plus applicable airline ticket name change fees. The refund for the cancelled tour participant will not be issued until the new tour participant is paid in full. The replacement participant will not be charged a \$10 late add fee.
6. **TOUR COSTS- TOUR PRICING IS LOCKED AT FINAL PAYMENT DATE** specified on Tour Leader Contract or Group Participation Agreement (with the exception of any fuel surcharges). Any late cancellations or additions will not affect the final established price at the final payment date. Any new tour participants that sign up for the tour after the final payment date will be charged an additional \$10 fee, plus any additional airfare if applicable. The cost of the Tour is based on a certain minimum number of Participants per sightseeing coach, four Participants per room with two beds per room and is subject to change if less than the stated numbers of Participants agree to participate. In such event, Participant agrees to pay any applicable additional charge as Hemisphere reasonably determines, or in the alternative, Participant may cancel its participation in the Tour and may receive a refund of the deposit, less any applicable charges as above provided. The costs stated herein are for student Participants only. Costs for adult Participants will be greater and will be quoted on request. For Air tours, once the airline reduction date has passed, a new participant will be responsible for any additional airfare to obtain an additional seat, if available. Authorized FREE tour leaders/chaperones cannot be divided between more than one participant and cannot be redeemable for cash or the reduction in other tour participant's tour costs. The tour leader is considered the First Authorized FREE chaperone. It is the Tour Leader's Responsibility to provide the Chaperone needs indicated on the Tour Leader Contract (Or a minimum of 1 adult for every 15 students).

7. **INSURANCE COVERAGE.** Hemisphere agrees to provide the following insurance coverage for the duration of the Tour: American Income Life Insurance Company-Illness and Accident Policy, covers all Tour Participants for the duration of the Tour for \$5,000.00 for loss of life, \$1,000.00 for illness, \$500.00 Dental caused by accidents, and \$5,000.00 for Medical Expense caused by accidents. It is important to note that if a medical emergency prevents the student and chaperone to travel back with the group, it will be up to the parents to pay any additional transportation expense for the student and chaperone to return home. By signing this release, I give permission for my child to travel home with the chaperone (without the group). The insurance included as part of the tour package only covers medical expenses and transportation expenses only for an ambulance to the hospital, it does not cover any other form of transportation or lodging expense related to an accident.
8. **PROMOTIONAL MATERIAL RELEASE.** The undersigned hereby irrevocably consents to the unrestricted use by Hemisphere, its successors and assigns, of Participant's name and likeness in any and all photographs or video footage of Participant taken on the tour for all advertising purposes, promotional purposes, or purposes of trade in any and all mediums, including social media, and the undersigned waives any right to compensation therefore and any right to inspect or approve such pictures, video footage, advertising material or promotional material used in connection therewith.
9. **Acceptance, release and indemnification.** In consideration of Hemisphere's acceptance of the below-named participant for participation in the tour, the undersigned hereby agrees to the foregoing tour terms and conditions and waives and releases on behalf of himself or herself and his or her heirs and successors, and agrees to indemnify, Hemisphere Travel, inc., the tour sponsor and the tour leader participating in the tour, their successors and assigns and their shareholders, directors, officers, employees and agents, as applicable, from, any and all manners of action, suit, debts, damages, claims and demands whatsoever, in law, in admiralty or in equity, which said participants may have or may hereafter acquire by reason of death or injury as a participant of said tour, loss or damage to property, or otherwise arising out of or in connection with participation in said tour, including, but not limited to, any and all damages claimed for delays and other causes beyond hemisphere's reasonable control. Specifically, but not by way of limitation, neither Hemisphere, the tour sponsor, or any tour leader shall be liable for any death or injury resulting from any participant who goes swimming (at hotel pool or other water activity on the tour) while on the tour. In addition, Hemisphere assumes no responsibility and shall not be liable for any videos shown on any motor coach which have not been supplied by Hemisphere. The deposit of the participant's initial payment by Hemisphere shall constitute acceptance of the above named participant for participation in the tour.
10. This Agreement shall be governed by the laws of the State of Illinois. The parties agree that any claims or other actions arising out of this Agreement may be litigated in the federal or state courts in Cook County, Illinois, and each party hereby submits to the jurisdiction of such courts. Any claims asserted against Hemisphere shall be litigated exclusively in such courts.

**This form must be completed and returned to St. James School with your payment
St. James School Chicago Tour (Account # 19TA12944)**

PRINT PARTICIPANT'S First Name _____ Middle Initial (Required) _____ Last Name _____
Provide name as it appears on your driver's license or passport (if minor, provide legal name)

TOUR PARTICIPANT'S DATE OF BIRTH (REQUIRED): ____ / ____ / ____ TOUR PARTICIPANT'S GENDER: MALE OR FEMALE (CIRCLE ONE)

Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Cell / Secondary Phone: _____

Emergency Contact _____ Phone # _____

E-MAIL address (Used for payment reminders & tour updates **only**) _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE - PRINT PARENT OR GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE or ADULT PARTICIPANT SIGNATURE _____

By signing above you agree to all terms and conditions of the two page document entitled 'Tour Terms and Conditions / Release Form-One Day Tours'

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