



CULTURED TRAVEL TERMS, CONDITIONS, & BEHAVIORAL GUIDELINES/EXPECTATIONS

The terms and conditions as specified in this document are valid for all CulturED Travel, LLC (subsequently referred to as CulturED) tours and with or without notice, are subject to change. All signatures acknowledging consent must be done through our online registration process.

General Terms and Conditions

Included in the Tour Price

The program fee for any CulturED Travel tours will include transportation from a designated starting location (typically the airport of the destination location) and ground transportation within the destination area. All hotel accommodations (number of students per room contingent upon room design available by the hotel as chosen by CulturED/ adults can expect double accommodations at an additional cost unless special or family arrangements are made), breakfast and dinner, admissions to all museums, historical sights, or other events and activities on tour will be included as specified in the final itinerary. A Program Director from CulturED will be with each group throughout the duration of the tour. The cost of a tour guide or local guide if applicable will also be included as well as that of the tour managers of CulturED. If the tour is a custom tour, the cost of one chaperone per every ten paying participants is included.

Not Included in the Tour Price

Any fees associated with passports or visas as needed. Any fees associated with changes made to the name found on a participant's travel documentation after it has already been submitted to CulturED. Any fees for traveler's insurance or additional protection plans. Any expenses related to the participants desire to change their departure and return location or dates (and if so, any expenses related to their reunion with the main group while on tour). Transportation or accommodation costs prior to departing from designated departure location. Any transportation costs to the designated destination and return if not traveling with group flights. Parking costs incurred prior to, during, or after the tour but related to departure/arrival. Fees incurred relating to surcharges on part of airlines or other transportation. Expenses related to any disruptions in airline services outside of the control of CulturED. Additional or increased and fees/taxes/surcharges passed on by airlines, hotels, ground transit, or other services and activities. Lunches, snacks, and beverages unless specified otherwise on the final itinerary. Gratuities (as applicable). Baggage fees incurred. Expenses (ie: souvenirs, snacks, drinks) accumulated during periods considered to be "down time".

Travel Insurance

It is strongly recommended that all participants purchase travel or trip interruption insurance. CulturED cannot provide this, but will provide links to various options which can be purchased through an outside provider. CulturED is not responsible for the purchase of the insurance or the lack of the purchase of such insurance. CulturED is not responsible for any refunding of such insurance if a trip is cancelled nor any handling of any claims made through purchased insurance. Any and all interactions regarding travel insurance remain fully between the company and the participant and or guardian(s) of the participant.

Custom Group Tours

While some tours will be prearranged by CulturED Travel, other tours may be customized for a particular group. The minimum number of participants varies per tour destination and prices may also be higher for any tour contingent upon the number of participants. Such tours will be arranged through a group leader and CulturED. If CulturED is specifically customizing a tour for any particular group, it reserves the right to change any portions of the non-refundable fees of enrollment to reflect advance reservations costs that it will incur. CulturED also reserves the right to require a higher deposit to secure a spot on such tours in order to cover costs incurred by the company which are non refundable should a cancellation occur.

Changes in the Tour

As stated in the release, CulturED upholds the right at any time to change any of the following but not limited to fees, dates, cities, itinerary items, hotels or airlines. CulturED also has the right to make substitutions or omissions to itinerary items should the need arise for various reasons. Any changes made do not constitute a refund. Should CulturED acting on its own behalf cancel any trip due to unforeseen circumstances, full refunds (only equivalent to amounts paid prior to cancellation) will be made within

60 days of the cancellation. In such circumstances, CulturED Travel will be held harmless of anything outside of the reimbursement of funds paid directly for the cancelled tour.

Departure Dates

CulturED will either have pre-selected departure dates for tours, or will do its best to accommodate the dates requested by any particular group. While CulturED does everything possible to consider costs for participants, dates of travel do directly impact the cost of any tour. Due to varying factors, it may be necessary for reassignment of dates. The departure date will be set and all group leaders notified a minimum of 30 days prior to departure. CulturED reserves the right to book dates for groups in a window of +/- 3 days of the original requested departure date as needed.

Departure Locations

All departures made will be from either Buffalo Niagara International Airport, Cleveland Hopkins International Airport, or the Pittsburgh International Airport unless otherwise noted or previously arranged with a custom tour. CulturED reserves the right to change airport departures so long as it is within a 150 mile radius of the origin of the majority of the members of the primary group. CulturED is not responsible for any delays or cancellations made on behalf of the airlines. Participants age 18 or older may, for some but not all tours, opt to reserve and travel on their own flights. If the participant chooses this option, they are responsible for meeting the majority of the group at the designated destination (typically the hotel the group will be staying at for the first night of the tour). CulturED is not responsible for the booking of such a flight, the cost of any such flight, any issues the participants may incur related to the flight, transportation to and from airports either domestic or abroad.

Flights

CulturED typically uses routine flights to its destinations. CulturED is not responsible for incidents directly involving airlines. CulturED reserves the right to utilize any airline of its choosing and may change or substitute airlines at any time. Non-stop flights, nor single stop flights are not guaranteed. Multiple airlines may be used to reach a destination. Any changes in air transit schedules or airlines including but not limited to delays and cancellation do not warrant a reason for a refund or cancellation of a trip. This applies to flights booked by CulturED or by the participant.

Luggage

CulturED is in no way liable for any damage, loss, or delay of luggage. Airlines have varying policies and it is the responsibility of the participant to verify what items and sizes may be transported to the destination and if any fees will be assessed by the airline for baggage. Any participant must abide by and is subject to any contracts issued by the airlines.

Tickets and Final Details

All final details of the tour including hotel information and flight information will be available no less than 30 days prior to the departure of the tour.

Group Size

The size of the group will directly affect the price the participants pay for the tour. CulturED values the enhancement for all participants when traveling in a smaller group. For this reason, participants can expect to be in groups typically totalling 30 participants or less. This number will include any program directors and/or chaperones. For this reason, space on tours is limited. CulturED reserves the right to make any changes in the price as well as the itinerary, hotels, airlines, etc as needed to accommodate the size of the group.

Who can enroll on a CulturED Travel tour?

CulturED Travel tours are directed towards high school and college students. Any adults desiring to attend a tour are expected to act in accordance with the behavior guidelines set forward and signed by students. All travelers will need to abide by the same set of expectations for the safety of everyone in the group. Any travelers aged 18 or above will have a background check conducted via a third party company to ensure the safety of our travelers. If results yield unfavorable, the adult may not attend the tour. Adult prices will be higher than student prices as adults will be in double rooms and also may incur higher rates for admission to various activities. While our target age for tours is 14-19 (grades 9-12) unless specified as a collegiate tour, Additional charges may apply contingent upon rooming arrangements. CulturED does not permit students under the age of 14 to travel on tours; exceptions to this may be considered with suitable conditions. CulturED is in no way responsible for any participant who leaves the main group at any point in time. Behavior is key to the success of each of our tours. It is essential that all travelers are able to comply with, understand, and respect the behavior guidelines we have set forth.

Special Accommodations

Participants of CulturED tours will need to have the capability to but not limited to walk long distances, carry luggage, walk up several flights of stairs, and potentially walk up hills. All tours are fast-paced and will require a certain level of physical exertion.

Special accommodations cannot be guaranteed medically or dietarily. Additionally, while CulturED will do its best, special meals cannot be guaranteed. Medical supervision will in no way be provided by CulturED.

Enrollment

An individual is considered enrolled on a CulturED tour only once their registration form has been processed, all necessary documents are signed and received by CulturED, and any required deposits have been received. All information within registration forms must be clearly written and spelled correctly. Enrollment can be done either online through www.culturedtravel.org or through the mail received at P.O. Box 222 Warren, PA 16365. Typical enrollment will require a non-refundable deposit of \$250 unless otherwise noted and clearly printed in literature pertaining to a particular tour. CulturED reserves the right to deny any registration and will deny any registration which has been received after spaces for the tour are full or the enrollment deadline has passed. If a registration is refused, any money paid with the registration will be refunded within 45 days of receipt. Typical enrollment will not be accepted past 70 days prior to departure for any trips involving air travel. If a registration is refused due to spaces being full for a tour, participants may be placed on a waiting list and notified if any cancellations occur prior to 70 days before departure.

Making Payments

Payments may be received online via our website (for an additional nonrefundable convenience fee) or via check. The traveler's name and tour the payment is for must be clearly displayed on any checks received. If paying with a check, you are permitting CulturED to use the information found on the check to make a transfer from that account and thus process the transaction. CulturED will charge a \$55 fee for any returned check. Returned checks will only be resubmitted after the necessary authorization is given. Payments may be done on autopay through the website or through manual payment/check. Payments will be made monthly and the last payment should be expected to be made approximately 45 days prior to departure for auto pay and 60 days prior to departure for any manual/check payments. Payment schedules will be established based upon the specific tour and will be available prior to enrollment. Any participants who do not meet the necessary payment deadlines will be assessed a non-refundable fee of \$75. If two payment deadlines are missed, CulturED will remove a traveler from the tour and any money paid will be subject to CulturED's refund policy.

Cancellation and Refund Policy

All cancellations must be received in writing to info@culturedtravel.org with the word Cancellation followed by the name of the participant and the tour from which they are being cancelled in the subject line, or to P.O. Box 222 Warren, PA 16365 with the same information at the top of the correspondence. The notification of cancellation must be from the participant or legal guardian if the participant is a minor. CulturED will provide confirmation of cancellation upon receipt of the cancellation.

No refunds will be provided to any participant who has not submitted all previous payments on time. Any refunds received will not exceed the amount paid less non refundable deposits.

Refunds of any amount will not be considered 45 days or less prior to departure and for no reason will be considered post tour.

The following policy has been issued taking into account all of the expenses CulturED Travel has regarding each tour well in advance of a group's departure.

<u>DPD*</u>	<u>Refund received</u>
160	Full refund less non refundable deposit and a \$250 cancellation fee.
120-159	Full refund less non refundable deposit and a \$450 cancellation fee.
60-119	Full refund less non refundable deposit and a cancellation fee of 50% of the tour price.
46-59	Full refund less non refundable deposit and a cancellation fee of 75% of the tour price.
45 or less	No refund considered

*DPD stands for Days Prior to Departure

Behavioral Guidelines and Expectations for ALL participants

1. Eligibility: These rules apply to all participants, students and adults alike. Student participants are expected to be in good academic standing, also including behavior and attendance, in order to participate on this trip. Any known negative behaviors a participant engages in prior to the trip which could pose a safety hazard to self or others may be grounds for the participant to be denied participation on the trip. Including but not limited to: being under indictment for a felony, on parole, under restraining orders, physical altercations, theft, recreational drug use, placed in alternative education or its equivalent, and defiance of established authority. Therefore, it is strongly recommended that travelers

purchase their own insurance plan (please note the terms of refund) should they lose the privilege to attend because of concerns of these types.

2. Rules will apply to all student travelers and are expected to apply to adult travelers as well. The following actions will NOT be permitted on tour:
 - a. possession of weapons
 - b. use of alcoholic beverages or illegal drug use
 - c. leaving the hotel unsupervised
 - d. obtaining tattoos and/or body piercing
 - e. vulgar language and/or gestures
 - f. smoking/vaping and/or chewing tobacco
 - g. sexual activity and/or pornographic videos/images
 - h. wearing inappropriate attire, as determined by chaperones or tour leaders
 - i. gambling
 - j. obstinate defiance to chaperones or authority figures
 - k. stealing
 - l. bullying or harassment
 - m. physical assault or bodily injury to others
 - n. wandering away from the group or assigned "buddies"

3. Participants who do not follow the rules may be disciplined in one or more of the following ways depending on the severity of the infraction as determined by the program director, group leader, and/or chaperones:
 - a. verbal warning
 - b. loss of privileges / restricted movement on trip
 - c. parental contact
 - d. sent home at the expense of their family (or self if adult)

*Arrest for criminal activity or engaging in illegal activities will result in immediate dismissal from the tour. All costs to return home are at the family's or individual's expense. If it becomes necessary to send a student home for any other inappropriate behavior, the cost of transportation for the student and the chaperone will be at the family's expense.

4. All participants are to be responsible for their own belongings at all times. CulturED is in no way responsible or liable for any stolen, lost, or broken property.
5. All scheduled activities are obligatory and collaborative and positive participation is expected.
6. Students will be rooming with other students of the same sex as will adults if previous requests are not made. All participants must respect the rights and privacy of roommates. Examples include but are not limited to: noise, time spent in the bathroom/shower, respect of others' personal property and privacy. Participants may not bring guests to their rooms or the hotel.
7. Participants will be expected to stay in their hotel room after curfew each night and are not permitted to leave their rooms until a designated time in the morning. Chaperones or tour leaders will do a "bed check" every night. Curfew times will be set each day depending on the activities that are planned.
8. All participants must pay for their added expenses such as phone calls, incidentals, and/or any damages they do to their hotel rooms. Nothing should be taken from the rooms. CulturED will do its best to ensure accuracy as reported by the hotel in regards to any incidents, however, what is reported by the hotel will be upheld.
9. Participants are not to consume alcohol at any time on tour, even if they are of age in the location of the tour. If any alcoholic beverages are available in the hotels or refrigerators in the hotel rooms, it is understood that students are not to consume it. Doing so will be grounds for immediate dismissal from the tour with no refunds.
10. Participants will be on time for all group activities. Tardiness hurts the whole group. It will result in loss of privileges or restricted movement.
11. A "buddy system" will always be enforced. Two or more students will be responsible for each other at all times. Participants must stay with the group and are not to wander off alone or away from the group. Such actions can lead to returning home early at family's expense.
12. Parents and students are responsible for informing the chaperones of any prescriptions or over the counter medications, like aspirin, that the student will be taking during the tour period. Parents must deem the student responsible for maintaining and administering their own medication(s) on the tour. Parents are responsible for signing the medical release form and providing phone numbers where they can be reached during the trip in case of emergency. Parents must

also inform chaperones of any allergies (food, beesting, etc.) that their child has and note the prescribed course of action to be taken. Please see the release form for information regarding medical treatment should it be needed.

13. All participants are expected to be respectful to all the people we come into contact with on the tour. We expect that each person in our group will act in a responsible and courteous manner at all times. All participants are expected to familiarize themselves with at least a few key phrases in the language most widely-spoken by the citizens of the location where the tour is held.
14. The Program Directors/Group Leaders/Chaperones will be supervising participants on all official tour activities. The Program Directors/Group Leaders/Chaperones, and CulturED are not responsible for individual participant choices and actions which result in negative consequences. The Program Directors/Group Leaders/Chaperones, or CulturED are not liable for wrongdoing or harmful acts that a participant commits.

CulturED Travel, LLC General Release, Acknowledgement and Indemnification Statement

Name of Participant: _____ Date: _____

1. I, the above-named person, being age 18 or above, or the legal guardian if I am under the age of 18, a registered participant for CulturED Travel tour, acknowledge that I have read and agree to all terms and conditions as well as behavioral guidelines and expectations set forth by CulturED in the Terms and Conditions document.
2. I, the above-named person, being age 18 or above, consent to CulturED Travel running all background checks they deem necessary to ensure the safety of their participants. I understand I may be required by CulturED Travel to obtain and provide evidence of appropriate clearances prior to travel.
3. If applicable, the parent/guardian of the above-named minor, grant CulturED Travel and its program director(s) Limited Power of Attorney as legally applicable, with complete authority to sign on my behalf any and all documents pertaining to my child's voluntary participation in any and all activities requiring a signed release, and personally assume all dangers and risks associated with such activities. Examples include but are not limited to horseback riding. I grant permission for my child to voluntarily participate in these activities.
4. I (my parent/guardian) fully comprehend I must abide by the Behavioral Expectations while on tour or in transit to/from a tour. I fully comprehend that CulturED is in no way responsible for travelers who do not follow these expectations and I further understand that I may be sent home at my own or my family's expense without any refund if I do not abide by the expectations, guidelines, and standards of my tour leader. Under no conditions am I to separate from the group. I understand that if I am on a tour which is sponsored or accredited through a school and am expelled or disciplined by the school or other authorities, I may be declared ineligible for the tour and my tour will be cancelled. Likewise, if I am to be incarcerated for any reason prior to the tour, I also understand it is likely I will be declared ineligible for participation on a CulturED tour. Any refund issued to me will be subject to the refund policy stated in this release.
5. I (my parent/guardian) agree to participate in all activities on the tour for which I am registered for provided by CulturED Travel and I assume all risks of injuries or losses which may happen as a result of my participation in all activities provided for or organized by CulturED. My decision to do so is fully informed and completely voluntary. I have been given full and ample opportunity to ask questions of CulturED Travel. I understand and specifically acknowledge that being a participant of travel to any location bears a certain known risk and unanticipated risks which could result in loss, injury, death, illness or disease, physical or mental, or damage to myself, my property, or to third parties.
6. I (my parent/guardian) authorize(s) CulturED to obtain necessary medical care or treatment in the case of an emergency. CulturED has the authority to take actions it deems necessary on my behalf including medical treatment, transportation to and from medical facilities, and potential transportation home all at my expense and no liability on its part. I (my parent/guardian) agree not to hold CulturED liable for the quality and length of any medical care provided or expenses accumulated.
7. I (my parent/guardian) have read and signed the medical release form and acknowledge full agreement therein. I understand all participants must be responsible for administering any medications he/she brings on tour and chaperones cannot resume responsibilities of medicinal needs.

8. I understand and acknowledge that travel and tours involve physical exertion. I understand that on this tour, all participants will be expected to walk long distances and stay hydrated. I understand that I should consult with my physician before engaging in a tour.
9. I (my parent/guardian) hereby voluntarily release and forever discharge CulturED Travel, LLC, its affiliates, employees, school officials or school leaders, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected, directly or indirectly, with my participation on a CulturED tour, including specifically, without limitation, the negligent acts or omissions of CulturED, their agents or employees, other participants, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property and further, I agree to indemnify, reimburse and hold harmless CulturED for any and all loss, damage or expense incurred by CulturED, directly or indirectly, in connection with tours. I agree to hold harmless CulturED for any financial liability I may personally incur (including but not limited to damage I may cause or contribute to) while participating on a CulturED tour.
10. I (my parent/guardian) understand I am responsible for meeting with the tour leader(s), director(s), or sponsor(s) who are traveling with me on this tour prior to enrollment to establish and confirm the ability of CulturED to meet any special requirements I may have. I understand if it is deemed that CulturED cannot meet my special requirements, the possibility may exist that a parent or guardian will be required to travel with me to ensure such requirements are met or travel may not be advised for my own safety.
11. I (my parent/guardian) fully understand that CulturED has the right to change or reassign tour leader(s), director(s), or chaperone(s) should the original person in this capacity not be able to fulfill the position for any reason.
12. I (my parent/guardian) understand that the liability of companies utilized for transportation via any modality for loss or damage of personal property, death, or injury is limited by their related agreements. CulturED is not liable for any incidents that occur involving transportation and furthermore, I understand that no such company is responsible for me when I am not in their vehicle.
13. I (my parent/guardian) understand that I must comply with all TSA airline requirements or that of any other mode of transportation. Any such delays or missed flights that may transpire due to my lack of following such requirements could result in my incurring an expense for a different flight or transportation route for not only myself, but potentially others affected by my behavior.
14. I (my parent/guardian) am aware that future promotional and publicity materials may include pictures, video, or statements made by me and all other participants. I consent to any use of such content.
15. I (my parent/guardian) acknowledge that CulturED has strongly recommended I purchase my own traveler's insurance which may include but is not limited to health and accident insurance, life insurance, tour interruption or cancellation insurance. It is fully at my discretion to purchase such insurance prior to traveling and I understand I am fully liable for any expenses which such a policy may have covered should I choose not to purchase one. I understand that CulturED is not affiliated in any way with such insurance companies.
16. I (my parent/guardian) will not hold liable CulturED or any of its affiliates or associates in any way connected or contracted with my tour for any claims of any type which would result from events beyond the scope of its control. Such events may include but are not limited to war, terrorism, acts of God, politically motivated violence of any kind, illness or quarantine, incidents of crime, government regulations or restrictions.
17. While some tours may be promoted by a school or organization, I understand that unless written notification is received stating such, that any tour is not officially sponsored by any system even though such systems may allow CulturED to use their facilities or technology in the planning and preparation of tours. I (my parent/guardian) acknowledge that no organizations (school/community-based or otherwise) are to be held liable or responsible in any way for any events which occur involving the tour. I understand that teachers, group leaders, program directors, and others may receive compensation for their involvement on and in the preparation of tours.
18. I (my parent/guardian) understand that CulturED is able to make changes in the program itinerary, program cost, or program description as stated in or on any resource without any liability or ability for a refund.
19. I (my parent/guardian) understand that securing any necessary travel documents (such as but not limited to a passport or visa(s)) is my sole responsibility and must be done in advance. No matter which country I am a citizen of, I recognize that CulturED is in no way responsible for obtaining the necessary documents for traveling on tour. I understand if I fail to gain these documents in time for travel, a refund will not be issued to me. I further understand that my passport must be valid for at least 6 months after the conclusion of my tour. Additionally, should I misplace any travel documents while

traveling, I am fully liable for any expenses which I may incur in regards to securing the necessary documents and/or any expenses which may be incurred if I am unable to return on my scheduled transportation back home due to the loss of any necessary documents. Should this situation arise, I (my parent/guardian) is responsible for any costs needed and that of any chaperone or tour leader/director who is affected by my actions in these regards.

20. I (my parent/guardian) understand that CulturED has the right to provide a re-routed itinerary in the event that any of, but not limited to, the following occur: a travel warning advising U.S. citizens to avoid all travel to a particular region is issued at any time prior to or during the tour, a terrorist attack occurs, extreme violence or unrest breaks out in a region on the tour or scheduled to be on the tour. I understand that CulturED has the full discretion to decide how to best and most safely operate its programs. Should any of this arise prior to travel and I decide I do not want to participate due to any changes made to the itinerary, the standard refund policy will apply. I understand that in all or any case, CulturED has the right to cancel, alter, change, or postpone tours as it sees necessary without liability or claim on my part.
21. I (my parent/guardian) have read, understand, and agree to the refund policy as outlined in the Enrollment Guidelines and note that the policy is non negotiable. I understand that any requests for a refund must be received in writing at either info@culturedtravel.org or at P.O. Box 222 Warren, PA 16365 within the guidelines of the refund policy.
22. To the extent that this Release and Indemnification Statement is executed on behalf of a minor or by said minor's guardians, in consideration of said minor being permitted to participate in the tour, said guardians agree that they shall be contractually bound, along with the minor, jointly and severally, by the aforesaid terms and conditions.