



TRAVEL TERMS AND CONDITIONS

Updated: 24-August-2020

CANCELLATION

Cancellations: There are three distinct categories of tour cancellation. **1.** Cancellation under the 'Terms of General Cancellation' described below. This cancellation category is initiated by the individual traveler **2.** Cancellation covered when the traveler selects the paid option of the American Adventures' TRP (Tour Refund Plan). This category is initiated by the individual traveler or **3.** Trip cancellation due a natural disaster, pandemic or other unpredictable event causing travel restrictions because travel is deemed unsafe (by governing authority) for the entire tour group. This category is initiated by the customer organization in coordination with AE. All cancellations initiated by and for individual travelers must be received prior to the group's departure. Individual cancellations must be made in writing by, or on behalf of, the person listed on the registration form to American Adventures. The cancellation notices must include tour code (or specific description of tour program), registrant's name, and complete address. Refunds are only issued to the person listed on the account. All refunds are issued to the original form of payment credited to traveler accounts; the refund process can take anywhere from two to six weeks. There will be no refunds for unused services or program features.

Terms of General Cancellation: The initial trip deposit is non-refundable in the event of cancellation and is non-transferable. Cancellations within forty-five (45) days of departure incur an additional fee equal to one and one half times (1-1/2) of this deposit. Additional trip expenses (on behalf of the organization or individual shown) incurred prior to cancellation or illnesses are non-refundable. All other amounts are refundable. This same policy applies to participants cancelled by American Adventures for non-payment, or cancellations due to school expulsions. American Adventures may cancel any participant who is not fully paid fifteen (15) days after the final payment is due. All receipts are non-transferable, except at the discretion of AE.

Changes in Travel Dates: American Adventures strives to keep your original travel dates. However, American Adventures reserves the right to coordinate with the customer organization to arrange for the tour program to be moved to a mutually preferred future date range to address travel safety, adverse travel conditions and/or travel restrictions beyond the control of all parties.

Tour Refund Plan: This plan is available for selection within fourteen days of the participant registration date. Electing this optional feature guarantees that an enrolled registrant can cancel tour participation at any time for any reason prior to departure and all tour payments will be returned. The Tour Refund Plan enrollment fee itself and any tour late charges, or penalties will not be returned. To qualify for the refund the participant must notify American Adventures in writing of their cancellation before the start of their tour program. Trip deposits and payments for those participants declining this optional plan are subject to the 'Terms of General Cancellation' described above. The American Adventures' TRP is not insurance.

[Tour Refund Plan Flyer](#)

RESPONSIBILITY AND PRICE

Responsibility Clause: American Adventures (AE), its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and agents does not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel or other transportation companies, guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, American Adventures is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

Without limitation, American Adventures is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat thereof, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, actual, perceived or threatened epidemics, or for any other cause beyond the direct control of American Adventures.

Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond American Adventures' control at the discretion of AE as it deems necessary or desirable. On certain dates some attractions or activities may be closed. American Adventures at its sole discretion may cancel a program due to insufficient enrollment, unforeseen operational difficulties, lack of projected availability, or any other reasons at any time. If a trip is cancelled by American Adventures, the sole obligation of American Adventures is to refund all funds collected from any registrant minus any merchandise fees. American Adventures reserves the right to take photographic or film records of any of its trips and participant agrees that American Adventures may use any such photographic or film records for promotional and/or commercial purposes, as well as approve of such use by third parties whom American Adventures may engage without any remuneration to participant. Participant assigns to American Adventures all rights, titles, and interest in or to any and all media including photographs provided directly to American Adventures or through the websites in which his or her name or likeness might be used.

American Adventures reserves the right to decline to accept or retain any person as a member of any trip. In the event a member is expelled from a trip, refunds of any kind are at the sole discretion of American Adventures. Participants understand that they are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment. Tour Refund Plan is highly recommended and described in the cancellation section below. As this is a student educational tour program, adult chaperones are requested to refrain from consuming alcoholic beverages in the presence of student participants.

Arbitration: Any dispute concerning this contract, the Terms & Conditions and/or rules and regulations concerning the trip, the literature concerning the trip and/or the trip itself, shall be resolved solely and exclusively by binding arbitration pursuant to the existent commercial rules of the American Arbitration Association in the state of California. These terms and conditions can be changed only by a writing signed by an officer of American Adventures.

PRICE AND PAYMENT INFORMATION

Price Adjustments: The price quoted is based upon a minimum number of travelers, the content of the program as outlined in the tour contract letter and the date of your registration. A registrant can receive a special price by registering by the registration deadline in the registration letter. American Adventures can only maintain the special price offered until the registration deadline, after which time, price increases applicable to the upcoming season will apply. In either case, the price is also subject to adjustment if the minimum enrollment is not met, if the program content changes or in the event of circumstances beyond American Adventures' direct control. If your price is guaranteed for a minimum number of participants of 30 or less, your group may be combined with other group(s) on the program. The combinations may not be of the same age level or with the same identical itinerary. If the Program Leader chooses not to be combined and travels with less than the minimum number of participants, an additional cost may be charged.

Payment Plan: When you register with American Adventures, you will have three payment options: (1) "Pay-In-Full", (2) "Manual": Make regularly scheduled installment payments on your own under an installment plan established by American Adventures and detailed in the tour "Parent Summary" document, or (3) "APP": Initiating an Automatic Payment Plan (APP) such that the initial deposit and future payments will be scheduled to charge your credit card automatically on the payment dates specified in the "Parent Summary" document. If you choose to follow an installment payment plan, American Adventures charges a non-refundable handling fee on each installment payment, except the initial deposit. The number of these charges will depend upon the number of payments made, and is defined in the tour "Parent Summary" document. Additional savings applies when choosing the "APP" option, refer to the tour "Parent Summary" document for details.

Reservations are not transferable at any time. All programs must be paid in full by the final payment deadline as stated on your registration letter. Your program space is not guaranteed if you do not adhere to the terms of the required payment plan(s).

Late Registration, Late Payment, and Fees: American Adventures charges a late registration charge of \$100, this is for registrations received after the date specified in the "Parent Summary" document. If registration is made prior to the final payment deadline as stated in the "Parent Summary" but your account is not paid in full by that date, American Adventures charges a \$50 late payment fee. The fee for any late payments made after any scheduled installment date is \$25. No personal checks or business checks will be accepted after the final payment deadline. There is a \$35 service charge on returned checks, declined credit cards, and declined or returned electronic payments. An airline fee of \$150 may apply for any changes made to your ticket within 120 days of the departure date; therefore, please confirm the accuracy of the legal participant name of this registration.

Medical Insurance: All trip participants are required to be covered by medical insurance. Optional trip based medical insurance is available for purchase from a third party associated with the National Tour Association. Contact the American Adventures office for more details. Should you require this type of insurance, initiate the purchase well in advance of the travel dates.