

P.O. Box 681627, Miami, Florida 33168 Phone: (866) 912-3344 Fax: (305) 681-7642 Email: kingtours@aol.com www.kingscollegetours.com

CONTRACT AGREEMENT

- 1. I, _______, have voluntarily agreed to participate in a college tour or other organized event sponsored by King's College Tours (KCT). I agree to abide by the rules and regulations set by KCT for the health, welfare, and security of all tour members. I agree to indemnify and hold harmless KCT from any claims which occur as a result of my participation in the program. I willingly concur to all of the following terms and conditions, which shall be binding upon me and KCT.
- 2. KCT operates with the purpose of organizing and hosting escorted college tours and other collegiate and private events. KCT performs an array of services in relation to these tours. KCT as the prime stakeholder shall be responsible for constructing travel services, accommodations, meals, events, activities, etc. KCT cannot be responsible, however, for unforeseen occurrences such as an independent company's failure to honor a confirmed reservation or to provide services it has been contracted to perform. I release KCT (its employees, agents, school, and school board) from any claims arising from the failure of any airline, transportation company, hotel, restaurant, or other supplier of tour services, arrangements, or accommodations, to effectively execute arrangements set forth in any tour itinerary, except where there has been an oversight on the part of KCT. I understand that I shall be liable for any additional expenses for lodging, meals, and transportation as a result of missed connections, mechanical malfunctions, or weather-related delays, whether due to the student's own tardiness or the non-performance of another service provider.
- 3. I acknowledge that KCT cannot be liable for events outside its powers, such as (without limitation) strikes, delays, acts of God, acts of nature, war, terrorism, or governmental restrictions; or for the actions or errors of any person or entity not within its control, such as (without limitation) airlines, transportation companies, hotels, restaurants, and other suppliers of tour services, arrangements, or accommodations. I release KCT (its employees, agents, school, and school board) from any claims stemming from such events, actions, or errors. If I wish to obtain travel insurance, baggage protection insurance, or other insurance coverage, it is my responsibility to do obtain this.
- 4. I agree to complete the Medical Information Form, and will indicate on this form any and all pertinent medical conditions which may affect my involvement in the college tour. Tour members must possess medical coverage which is the responsibility of parents or guardians as KCT cannot assume any medical costs incurred during the tour. Trip cancellation insurance is available to protect me against unexpected illness. A physician's note authenticating that my participation is prohibited must be submitted. I will notify KCT of any prescription drug use on the Medical Information Form which will be signed by my parent or legal guardian. I understand my failure to complete the form prior to the college tour departure will prevent me from participating in the tour. I acknowledge that the information contained in the Medical Information Form and Student Registration Form is true and accurate to the best of my knowledge and that I will hold KCT harmless and risk-free from any claims if any of the information contained in the Medical Information Form is false. If I become ill or incapacitated at any time, I authorize KCT to take whatever action it believes is necessary to preserve my health and safety, including (without limitation) obtaining medical treatment for me and/or transporting me home, all at my expense (or at the expense of my parents or legal guardian). I agree to reimburse KCT for any expenses it incurs for the purpose of preserving my health or safety.
- 5. KCT is not responsible for loss of travel documents, valuables, or for loss of or damage to luggage or belongings. Tour members may choose to be protected by baggage insurance by their parents or guardians as KCT cannot assume any costs related to baggage loss incurred while on tour. I accept responsibility for any pecuniary obligations I may incur and for any damages or injuries I may cause to any other person or establishment while on tour.
- 6. KCT's fees for the college tour include: air and/or ground transportation, hotel lodging, meals (some and/or all), student led campus tours, meetings with admission representatives, materials, and activities. If I wish to cancel my reservation for a KCT tour, I must do so in writing prior to departure. My right to a refund will depend upon the date that my written notice of cancellation is received by KCT. If my written notice is received more than thirty (30) days prior to departure, KCT will refund 75% of the total fees charged for my college tour (e.g. non-refundable plane tickets, airline deposit, hotel/housing deposits). If my written notice is received between fourteen (14) and twenty-nine (29) days prior to departure, KCT will refund 25% of the total fees charged for my college tour plus any direct expenses incurred. If I decide to cancel in less than 14 days prior to the tour departure date; I will not be entitled to any refund.

- 7. Each tour group is guided by an experienced counselor who may be assisted by at least one other person with experience in assisting students with college selection and admissions. KCT reserves the right to make adjustments in the schedule, accommodations, transportation, meals, tour leadership, and tour membership as it, in its sole discretion, may deem necessary for a successful tour. If such circumstances arise, I agree to abide by KCT judgments and resolutions. I release KCT (and its employees and agents) from any claims resulting from the termination of a city or college visit. All schedules and prices quoted are based on current operational costs and are subject to verification and/or adjustment prior to departure. Additional expenses, if any, shall be the responsibility of participant's parents or guardian; equally, refunds, if any, will be made to the participant's parents or guardian.
- 8. I agree to be entirely accountable for my own welfare and behavior. I will make no claims against KCT (or its agents or employees) as a result of any occurrences prior to the actual departure of my tour, during any time that I veer from KCT's established itinerary for my tour, or once we have made a successful arrival. I will not depart from KCT's established itinerary at any time, either on my own or with other tour participants, unless I submit a written document signed by my parents or legal guardian to be approved by KCT prior to departure. If I submit a written, signed, and verified document, I agree to abide by its terms and conditions. The approved document shall also become a part of this agreement, whether it is physically attached or not.
- **9.** I agree to conduct myself in a responsible manner at all times during the college tour, follow the established itinerary, and to refrain from the use of alcohol or illegal drugs. In addition, I will comply with all group rules and standards which are announced verbally or placed in writing by KCT. KCT shall have complete discretion to terminate my participation in the college tour program and to send me home at my own expense (or at the expense of my parents or legal guardian) if I engage in any conduct which breaches this Contract Agreement, violates the rules and standards provided by KCT, jeopardizes the harmony of the tour or the safety of other tour members and /or chaperones, or is damaging to the position of KCT. If I am sent home for any of these reasons, I will not be entitled to any form of refund. The method and manner of transporting the participant home shall be determined solely by KCT and all affiliated costs of transporting the participant back home shall be remunerated completely by the participant and/or the participant's parent or guardian.
- 10. KCT program is designed to provide a stimulating and enjoyable experience for students to compare a variety of schools under the guidance of professional educators. Participation in a college tour program may enhance a student's chances of gaining admission to the college of his/her choice. However, KCT is not affiliated with any college or university, and has no involvement in or authority over any college's admission decisions. KCT will hold all personal and educational information concerning participants in the strictest confidence. KCT will not reveal any information to any college admissions official or other person, except as expressly authorized in advance by the student. KCT may use tour photographs, videotapes, and testimonials of students in publicity materials.
- 11. It is the responsibility of the participant and their parent or legal guardian to obtain passports or visas for travel. Failure to do so does not constitute a refund. If a KCT participant is unable to obtain necessary travel documents, KCT's cancellation policy will apply (See Paragraph 10). Visit the U.S. Department of State at www.travel.state.gov for additional travel information.
- 12. I agree that KCT shall have the right to cancel any tour for unsatisfactory participation or for other reasons which it considers appropriate. In the event a tour is cancelled, KCT's shall be obligated to provide me with a full refund. If the tour is cancelled while it is in progress, KCT shall provide me with a partial refund for the cancelled portion of the tour minus any deposits for accommodations, meals, or services which I do not use once my tour has begun.
- **13.** This agreement shall be effective upon my acceptance by KCT as a participant in one of its college tours. This agreement may not be modified except in written form signed by the contractor and KCT. No oral modifications of this Agreement shall be valid.
- 14. I certify that I am the parent or legal guardian of the applicant named above. I have read the above Agreement and will be bound by its terms and conditions, both on my own behalf and on behalf of the applicant.

Student Signature	<u>Date</u>
PARENT/GUARDIAN SIGNATURE	DATE