

## **Application and Tour Agreement - 2016** **Hagerty High School Band**

Our Tour Conditions and Agreement defines what David McGuffin's Exploring Europe, Inc. will provide when you sign up for a tour. Additionally, it addresses your responsibilities. Please read this entire document carefully; it is very important.

Tour price guarantee: Because of unpredictable currency rates, the tour price is subject to change without notice. However, your price will be locked and guaranteed the moment we receive your deposit. Current tour prices may be found at [davidmcguffin.com](http://davidmcguffin.com), by giving us a call at 1-800-570-1351.

### **Current Tour Prices are valid to March 1, 2015**

#### **\$2785 per person sharing a twin/double/triple room**

This price includes roundtrip airfare estimated at \$1200 per person. Due to airline regulations, airfare cannot be determined until mid-April 2015. It is possible the price may be slightly higher than estimated. If this is the case, you will be notified of the new adjusted tour price and if not suitable, have an opportunity to cancel without penalty before May 1, 2015.

#### **INCLUDED IN THE PRICE OF THIS TOUR:**

Round-trip group airfare from Orlando to Dublin; sightseeing tours led by Exploring Europe guides and local guides when appropriate; admissions to sights seen as a group; all breakfasts and dinners as noted in the specific tour itinerary; traditional and gourmet dining experiences at David's personal favorite restaurants; accommodations each night in clean and safe high quality hotels with en-suite bath facilities; all transportation as noted in the itinerary, all tips to guides and drivers; David McGuffin's tour handouts and daily travel information (distributed daily on tour); a reasonable all-inclusive price and payment plan; an insurance plan which covers tour interruptions, emergency medical, and baggage lost/delay expenses occurring while on tour. Anything not listed above is not included in the cost of your tour.

#### **PAYMENT SCHEDULE AND PROCESS**

To reserve a seat on this tour you must agree to these Tour Conditions and provide a deposit of **\$200 per person**. Your deposit must be submitted to your band director along with this [completed and signed application](#). **Please pay your deposit by check or money order made payable to HHSBBA.**

You are expected to pay \$250 on the 1<sup>st</sup> of each month beginning March 2015. **Submit all payments to HHSBBA at your school.**

Your final tour payment is due by December 4, 2015. Missing the final payment deadline may result in you being removed from the tour! If you sign up for a tour less than 90 days before its departure, the entire tour price must be paid, and the deposit portion (\$200) is non-refundable.

#### **CANCELLATIONS AND REFUNDS**

Deposits and payments are fully refundable until May 1, 2015. After these dates, deposits are not refundable for any reason and will be forfeited if you cancel your tour reservation. Subsequent payments (if any) may be refundable at the sole discretion of David McGuffin's Exploring Europe and will depend on the financial investment on your behalf to our tour suppliers. All cancellations must be in writing. Cancellations will be effective on the date the written notification is received by David McGuffin's Exploring Europe, Inc. by mail, e-mail, or fax.

**FLEXIBILITY** is an important aspect in our travels around Europe. You never know what opportunities will come our way in the form of festivals, special events, celebrations, etc. For this reason, tour itineraries are subject to change. Uncompleted portions of the tour itinerary are not cause for refund.

Although unlikely, your tour may be cancelled due to unforeseen circumstances. If a tour, for which you have paid, is canceled by Exploring Europe, the entire amount you have paid will be refunded within fourteen days after the tour's announced cancellation. Or, you may choose to transfer to another tour with seats available. Once this occurs, Exploring Europe, and its representatives, have no other obligations to tour members on cancelled trips including any additional costs or fees related to the issuance and/or cancellation of airline tickets or other travel reservations not made by Exploring Europe.

Your tour price includes **TOUR INTERRUPTION, MEDICAL, and BAGGAGE** coverage provided by Seven Corners Traveler's Insurance Company. You will receive a detailed explanation of this coverage about 60 days before your tour commences, or you can review the terms on our website. This policy provides comprehensive medical, tour interruption, and baggage insurance, while on tour (not before the tour begins). All claims, if necessary, must be filed directly with Seven Corners Traveler's Insurance. Exploring Europe accepts no liability for such claims and insists the policy agreements are between you (the traveler) and Seven Corners.

**We strongly encourage everyone to purchase comprehensive travel and health insurance** to cover possible additional costs, such as, tour cancellation before the tour commences. Often, travel insurance companies require insurance be purchased within two weeks of your initial tour confirmation date to include coverage for pre-existing conditions.

#### **TOUR OBLIGATIONS, REQUIRED FORMS, AND RISKS**

All tour members are required to sign and return a Release Waiver Agreement and a Tour Member Agreement before the tour commences. **Any pre-existing physical, mental, or emotional disability that may require attention or treatment must be reported prior to the beginning of a tour.** Omitting important information, or altering the Release Waiver Agreement, will render it and your Tour Cancellation/Interruption Coverage invalid, and could result in expulsion from a tour at your own expense.

David McGuffin's Exploring Europe, Inc. has no protection coverage beyond the basic package included in the tour price to protect itself, the actions of its employees, or tour participants themselves and tour members intentionally assume the many risks inherent in European travel.

#### **FITNESS AND PHYSICAL ACTIVITY**

To enjoy this tour, you must be relatively fit. Walking and standing is an everyday and essential element of an Exploring Europe tour. For adults, this is a non-smoking tour. If you are a smoker, please refrain from smoking at or near group events. Underage smoking is forbidden.

#### **COURTESY AND BEHAVIOR**

Our tours attract a well-rounded group of people. In most cases, everyone gets along and becomes a cohesive group. However, it can sometimes happen that a tour member can spoil the group experience or place in jeopardy the group's safety by his/her misconduct or actions. You agree that in those circumstances we have the exclusive right, at any time, to ask the offending person or persons (even if it is you), to leave the tour, at their own expense, without any claims or complaints by you against us.

## **PARTICIPANT RELEASE and AGREEMENT**

I, THE UNDERSIGNED (OR MY PARENT OR GUARDIAN IF I AM A MINOR), AN APPLICANT FOR AN EDUCATIONAL TOUR PROVIDED BY *DAVID MCGUFFIN'S EXPLORING EUROPE, INC.* (HEREINAFTER REFERRED TO AS *EXPLORING EUROPE*), AGREE TO THE FOLLOWING:

1. My *Exploring Europe* tour begins with the take-off of the flight from my departure gateway and ends upon completion of the return flight to the United States.
2. Flights from the USA to Europe and return are included as a courtesy and convenience for our travel partners. They are NOT considered a part of the David McGuffin's Exploring Europe Tour experience. Any delay, unfortunate seating, flight cancellation, or other airline imposed event or situation is totally out of the control of *David McGuffin's Exploring Europe*. *David McGuffin's Exploring Europe* accepts no liability for the actions of the airlines, its partners, and staff.
3. I agree to release *Exploring Europe* (which term shall include agents, officers, directors, staff members, Tour Directors, and employees of *Exploring Europe*, as well as *Exploring Europe* itself) and (if applicable) my school, teacher, and Group Leader from, and agree not to sue such persons for, any claims that I may have arising from, or in connection with, any physical or property damage or other loss that I may suffer from any cause whatsoever other than the gross negligence of such persons. Without limiting the generality of the foregoing, I release such persons from, and agree not to sue such persons for, any damages that I may suffer from any injury, loss, damage, accident, delay, or expense resulting from events beyond their control, including, without limitation, acts of God, weather, war, strikes, incidents of politically motivated violence, terrorist attacks, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from any vehicle, or from any act or omission by bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or any other firm, agency, company, or individual.
4. I understand that the air carriers' liability for loss or damage to baggage or property, or for death or injury to person, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility to any traveler aside from their liability as common carriers.
5. Exploring Europe, its employees, officers, directors, agents, and assigns (collectively known as Exploring Europe) does not own or operate any entity which is to or does provide goods or services for your tour. It purchases transportation (by aircraft, coach, ferry, train, vessel or otherwise), hotel or other lodging accommodations, restaurants, ground handling, and other services from various independent contractors. As a result, Exploring Europe is not liable for any negligent or willful act of any such person or entity or of any third party. In addition and without limitation, Exploring Europe is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes, or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.
6. I will assume full responsibility for my safety and actions while away from the group, such as visits to friends or relatives, or during stay-ahead/stay-behind optional periods if the optional period does not include the services of an Exploring Europe Tour Director.
7. If I become ill or incapacitated, Exploring Europe and its employees, or my Group Leader, may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.
8. I agree to abide by Exploring Europe's regulations and the directions of my Group Leader or Exploring Europe's personnel during my tour. Failure to do so may result in Exploring Europe terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive

the right to a refund of any part of my Tour Fee and that *Exploring Europe* may then send me home at my own expense. (continued on back)

9. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol (and if I am a minor, when such laws are not in conflict with parental/guardian permission). I understand that to abuse or disobey such laws is to waive the right to a refund of any part of my Tour Fee and that *Exploring Europe* may then send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.

10. I understand *Exploring Europe* is in no way responsible for or connected to air carriage to and from Europe or within Europe. If *Exploring Europe* arranges air carriage it is only as a courtesy and not an element of my *Exploring Europe* tour.

11. Should there be flights within Europe associated with my *Exploring Europe* tour, I assume full responsibility for all excess baggage fees should they be imposed on me and my luggage. *Exploring Europe* accepts no responsibility for oversized or overweight luggage.

12. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses, ferries, trains, or cruise ships. I will indemnify *Exploring Europe* and hold it harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an *Exploring Europe* tour.

13. *Exploring Europe* reserves the right to refuse or cancel any enrollment at its sole discretion.

14. *Exploring Europe* has the right to make changes in tour itineraries and departure dates and to modify transportation arrangements, including the use of substitute airlines. In the event of changes being made, refunds will be given only in accordance with the provisions of the *Exploring Europe* "Terms and Conditions" supplied herewith.

15. If this is a student oriented tour, I acknowledge my choice to travel with the leader organizing my group, and I understand that this choice is not the responsibility of *Exploring Europe*. I understand that *Exploring Europe* reserves the right to reassign my group to a replacement group leader should my original group leader be unable to, or determine not to, participate in the tour and that the standard cancellation policy will apply if I choose not to travel with the new Group Leader.

16. I understand that future *Exploring Europe* advertising and publicity material may include statements made by participants or their video clips or photographs, and I consent to such use of my comments or photographic likenesses.

17. This agreement shall be governed in all respects by the laws of the State of Florida. Any claim or dispute arising hereunder shall be filed in a court with competent jurisdiction in Clay County, Florida. If a claim or dispute arising under this agreement is made against *Exploring Europe*, then *Exploring Europe* shall be entitled to reasonable attorney fees (including, but not limited to, pre-suit, post-suit, collection, and appellate fees) plus all cost from the undersigned.

18. In the event this agreement is signed by a parent/guardian of a minor, it shall bind the parent/guardian and minor to the terms of the agreement.

19. This agreement shall inure to the successors and heirs to the parties to this agreement. This agreement shall not be assigned without the written consent of *Exploring Europe*.

20. This agreement constitutes the entire agreement between *Exploring Europe* and me with reference to the subject matter referred to herein, and I understand that no warranty or representation not herein, including but not limited to any oral statements made to me by agents of *Exploring Europe* or if applicable, by my school or Group Leader, applies to any *Exploring Europe* tour. This agreement may be amended or modified only in writing, signed by an *Exploring Europe* officer at *Exploring Europe's* main office in Middleburg, Florida.

21. I hereby agree to be bound by the Tour Terms and Conditions and Participant Release and Agreement attached hereto and incorporated herein by reference.

Dated and signed the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature of minor (if applicable) \_\_\_\_\_

Print name of minor \_\_\_\_\_

### OPTIONAL TOUR CANCELLATION INSURANCE

Tour cancellation insurance provides 100% financial reimbursement for covered catastrophic events preventing your being able to travel before your departure date. Some common reasons are: sickness, accidental injury or death to you, your traveling companion or family member before the tour departure date.

*I would like to purchase optional insurance to protect should I have to cancel, for a covered reason, before the tour begins.*

*\$83 —Ages 0-34;*

*\$113 —Ages 35-55;*

*\$157 —Ages 56-70.*

*\$259 — Ages 71-80*

*\$445 — Ages 81 and up.*

NOTE: Tour interruption, medical and baggage insurance is already included, free of charge, in the cost of your tour program. For more information see David McGuffin's related article at:

<http://davidmcguffin.com/?p=4527>

## I'm Ready! Sign Me Up! HAGERTY HIGH SCHOOL BAND March 15-22, 2016

Name \_\_\_\_\_

Birthdate (mm/dd/yyyy) \_\_\_\_\_

Name as on passport \_\_\_\_\_

Male \_\_\_\_\_ Female \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Day Phone (\_\_\_\_\_) \_\_\_\_\_

Evening (\_\_\_\_\_) \_\_\_\_\_

Primary E-Mail \_\_\_\_\_

Alternative E-Mail (if desired) \_\_\_\_\_

Signature \_\_\_\_\_

*I have read and agree to the Tour Conditions included with this application.*

*My deposit of \$200 is enclosed.*

Amount to PAY at	\$200	deposit
this moment:	\$	optional insurance
	\$	total