

Application and Tour Agreement

ITALY TOUR WITH MRS. ROSE – JUNE 2017

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.

\$3716 per person sharing a twin/double/triple room

\$116 Discount if making all payments by check, cash or bank draft. You may make the \$200 deposit payment by credit card and still qualify for this discount.

This price includes round trip airfare estimated at \$1700 per person. Due to airline regulations, airfare cannot be determined until August 2016. 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.

INCLUDED IN THE PRICE OF THIS TOUR:

Round-trip airfare from Jacksonville, Florida. Sightseeing tours led by either your teacher/sponsor, an Exploring Europe guide, or local guides when appropriate; admissions to sights seen as a group; all breakfasts and many dinners and/or lunches as noted in the specific tour itinerary; accommodation each night as noted in the tour itinerary; all transportation from the Rome airport and return; all tips to guides and drivers; David McGuffin's tour handouts and daily travel information; 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 us with a deposit of **\$200 per person**. We accept MasterCard, Visa, American Express, Discover, and PayPal for all tour deposits and payments. Additionally, we accept personal checks (US banks only), bank drafts, and money orders made payable to **David McGuffin's Exploring Europe** (in US dollars).

MONTHLY PAYMENTS = \$219.75

January 30, 2016 through April 30, 2017

The tour balance will be divided into sixteen monthly payments beginning January 30, 2016. There is a \$116 discount if all payments other than the deposit are made by cash or check. The discount will be deducted from your final payment. Alternatively, you may arrange for payments to be withdrawn automatically with your debit or credit card, however you will not receive the discounted price.

Your final tour payment is due in our office no later than April 30, 2017. The due date is noted on your tour confirmation letter and invoice. 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 September 1, 2016. After this date, your \$200 deposit is not refundable for any reason and will be forfeited if you cancel your tour reservation. Subsequent payments, beyond your deposit, are fully refundable until February 1, 2017. Cancellation after February 1, 2017 will incur a penalty of \$1900; your payments beyond that will be refunded. 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 a major insurance provider. 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 the insurance provider. Exploring Europe accepts no liability for such claims and insists the policy agreements are between you (the traveler) and the insurance provider.

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.

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 (including you), to leave the tour, at their/your 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 A EUROPEAN TOUR PROVIDED BY *DAVID MCGUFFIN'S EXPLORING EUROPE, INC.* (HEREINAFTER REFERRED TO AS *EXPLORING EUROPE*), AGREE TO THE FOLLOWING:

1. My *Exploring Europe* tour officially begins with my arrival at the airport in Rome. The tour officially ends at the airport in Rome on the last day of the tour. Flights are included with this student-oriented tour; however, I understand that David McGuffin's Exploring Europe has very little control over this portion of my tour. See items 3 and 9 below for details.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.

10. 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.

11. 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.

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

13. *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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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*.

19. 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.

20. 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 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 your tour's departure date.

David has written an article that explains travel insurance, why you might need it, and information on how to get it. Type this link into your browser to access detailed information at David's website:

<http://wp.me/p4AZcx-1ua>

NOTE: Medical, baggage and trip delay insurance is already included, free of charge, in the cost of your tour program.

QUESTIONS? Call: 1-800-570-1351

Email: tours@davidmcguffin.com

I'm Ready... Sign Me Up! ITALY WITH MRS. ROSE

Name _____

Birthdate (mm/dd/yyyy) _____

Name as on passport _____

Male _____ Female _____

Street address _____

City _____ State _____ Zip _____

Day Phone (_____) _____

Evening (_____) _____

Parent E-Mail _____

Student E-Mail _____

Signature _____

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

My deposit/payment of \$_____ is enclosed.

Credit Card Payment and Authorization

We accept all credit and debit cards for PAYMENT. Please complete the information below if you wish to pay your tour deposit with a credit card or debit card. Once space is confirmed for the requested tour your credit card will be charged as authorized below and you will be mailed a written confirmation.

Total deposit amount to charge today \$ _____ I authorize an auto-payment of \$219.75 on the 30th of each month until 4/30/17.
Credit card # _____ expiration date _____ Visa MC AmEx other
CCV# _____ The last 3 digits on the rear signature panel of your Visa or MC or the 4 digits above the card number on AMEX.
Name on Card: _____ Daytime Phone # _____
Billing Address (must match card) _____
City, State, Zip _____ Signature (required) _____

IF YOU PAID ONLINE WITH A CREDIT CARD WE NEED TO MATCH THE PAYMENT WITH THIS APPLICATION. PLEASE FILL IN THE NAME THAT IS ON THE CREDIT CARD BELOW.

David McGuffin's Exploring Europe, Inc. is licensed with the State of Florida as a Seller of Travel. #ST35037.

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