Application and Tour Agreement (updated June 2024)

TOUR NAME: _____

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 essential. Current tour prices may be found at davidmcguffin.com or by calling us at 1-800-570-1351.

Your tour dates: _____

Your tour price: _____

$50 Alumni Discount per previous McGuffin tour (see website for details).

I'd like a single room if available for an added cost of $_____

INCLUDED IN THE PRICE OF THIS TOUR:
Sightseeing tours led by an Exploring Europe guide and local guides when appropriate; admissions to sights seen as a group; all breakfasts and many dinners or lunches as noted in the specific tour itinerary (you'll pay for your drinks at lunch or dinner); many traditional and unique dining experiences at David's favorite restaurants; accommodations each night as noted in the tour itinerary; all transportation as indicated in the tour itinerary (usually from the first hotel to the last hotel of the tour, but some of our tours begin at your arrival airport); all tips to guides and drivers; David McGuffin's tour PDF handouts, PDF travel guides, and daily travel information. Anything not listed above is not included in the cost of your tour.

PAYMENT SCHEDULE AND PROCESSES
To reserve a seat on this tour you must agree to these Tour Conditions and provide us with a deposit of $400 per person. We accept MasterCard, Visa, American Express, Discover, and PayPal for all tour deposits and payments. Additionally, we accept ACH payment, personal checks, bank drafts, and money orders made payable to David McGuffin's Exploring Europe (in US dollars). If you sign up for a tour less than 90 days before its departure, the entire tour price must be paid, and is non-refundable after 7 days.

Final tour payments are due 90 days before departure.

CANCELLATIONS AND REFUNDS:
Deposits- Deposits for tours are fully refundable for 30 days from your initial application and deposit date, unless otherwise noted. If you book a tour less than 90 days before its departure date, full payment is due immediately, and the entire tour cost becomes non-refundable after seven days. After these dates, deposits are not refundable and will be forfeited if you cancel your tour reservation.

Payments- Tour payments are due in full 90 days before your tour departure date. If you find you must cancel between 90-0 days before your tour departure, please contact us immediately. We will work with you to transfer your payments to another tour departing within 18 months. We strongly recommend that everyone purchase comprehensive travel insurance that covers tour cancellations, emergency medical, and other unexpected events.

Cancellations will be effective when the written notification is received at David McGuffin›s Exploring Europe by mail, e-mail, or fax.

SOLO TRAVELERS - We will book a single room, at cost, for solo travelers. There will be a supplement that covers the cost of only your single room. This maximum amount is noted on our website and in our printed information. It will be added to your final invoice if you do not have a roommate.

FLEXIBILITY is an essential aspect of 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 a refund.

Your tour may be canceled due to pandemics, travel restrictions, or other unexpected circumstances. If a tour, for which you have paid, is canceled by Exploring Europe, the entire amount you have paid will be refunded, less any unrecoverable expenses, such as credit card fess, incurred by Exploring Europe. It may take up to thirty days to process refunds. Alternatively, 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 canceled trips, including any additional costs or fees related to airline tickets or other travel reservations not made by Exploring Europe.

Exploring Europe may postpone a tour departure if it appears unsafe or unsensible to travel. In this case, your payments will roll-over to the new tour date, or you may choose to apply your balance to any available Exploring Europe tour departing within 18-months of the original travel date, or you may receive a full refund, less unrecoverable expenses, such a credit card and bank fees.

We strongly encourage you 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 this type of insurance to 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 must sign and return a Release Waiver Agreement and a Tour Member Agreement before the tour commences. Any pre-existing physical, mental, or emotional condition that may require attention or treatment must be reported before the beginning of a tour. Omitting important information or not submitting these may 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 EXPECTATIONS - To enjoy this tour, you must be relatively fit and active. Walking and standing are common and essential elements of an Exploring Europe tour. You will assume some responsibilities including, but not limited to, the following:
1. Transport, roll, or carry your luggage on your own.
2. Sleep in clean, safe, and centrally located European-style central hotels that may differ from those expected in the USA.
3. Understand that air conditioning is not the norm in Europe, and it may not work or be available in all our hotels.
4. Understand that WIFI reception may be weak or even non-existent.
5. Walk several hours at a time on uneven streets, up and down stairs, and hop on and off public transportation. Standing and slow walking in museums for several hours is required to experience Europe and its treasures.
6. After receiving lessons and orientations from your tour guide, hop on public transportation and navigate cities and towns on your own.

PACK LIGHT POLICY- We strongly suggest each tour member bring only one airline carry-on-sized piece of luggage (approximately 23x14x10 inches) plus a small backpack or over-the-shoulder bag. You will receive our Tour Planner booklet, which includes tips and hints for packing thrifty and light.

SMOKING, VAPING, AND TOBACCO is not allowed when with the group.

CBD & HEMP PRODUCTS - Please note that CBD and Hemp products are illegal in most countries. The punishment, even for CBD oils ican be SEVERE! We require leaving them at home! If you are a regular user of these products, double check your packed items and remove them before traveling.

ENTRY REQUIREMENTS - Country entry rules can change, and we will try to keep you updated on current requirements for your destination. However, ultimately, it is your responsibility to remain compliant with all entry requirements for the destination countries on your tour itinerary.

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 begins as mentioned in the tour itinerary and documentation (see tour dates in column one). My tour ends after breakfast on the last scheduled tour day.
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, pandemics, 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. If any flights are included with my tour, 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, pandemics, 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, computer system failures, 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 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, if flights are included. In the event of changes, 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.

Credit Card Payment and Authorization

We accept all credit and debit cards for payment. Please complete the information on the right 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 and you will be mailed a written confirmation.

Where did you hear about this tour?

TOUR NAME: _____ TOUR DATES: _____ PRICE: _____

List your previous McGuffin tours to claim your Alumni Discount ($50 off per tour).

_____

PASSENGER 1
NAME:
DATE OF BIRTH:
GENDER:
PASSPORT NAME (if known)
Street Address:
City:
State & Zip:
Primary Email:
Alternate Email:
Telephone:

I have read and agree to these Tour Conditions *included with this application and my signature (written or printed) indicates my approval.*

Signature _____

Date: _____

PASSENGER 2
NAME:
DATE OF BIRTH:
GENDER:
PASSPORT NAME (if known)
Street:
City:
State & Zip:
Primary Email:
Alternate Email:
Telephone:

I have read and agree to these Tour Conditions *included with this application and my signature (written or printed) indicates my approval.*

Signature _____

Date: _____

Total deposit amount to charge $ _____ a 3% convenience fee is automatically added to credit card purchases

Credit card # _____ expiration date _____ ☐ Visa ☐ MC ☐ AmEx oother

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)_____

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