# PARTICIPANT APPLICATION

(PLEASE MAKE DUPLICATE FOR EACH TRIP PARTICIPANT)

1. LAST NAME:

PART IV: TO BE COMPLETED BY APPLICANT.

(PLEASE PRINT OR TYPE)

TO BE RETURNED TO:

## EDUCATIONAL TRAVEL CONSULTANTS, INC. P.O. BOX 1580 HENDERSONVILLE, NC 28793

GUIDELINES MAY RESULT IN REFUSAL

OF THE REQUEST.

P.O. BOX 1580	FIRST NAME:
<b>HENDERSONVILLE, NC 28793</b>	ADDRESS:
PART 1: SPECIFY TRIP SELECTION:	CITY:        STATE:        ZIP:           PHONE:        AGE:        SEX:
PART II: DEPARTURE DATE:	DATE OF BIRTH: / / PLACE OF BIRTH:  2. PARENT/GUARDIAN'S NAME:  ADDRESS:
PART III: DEPARTURE CITY AND SCHOOL:	CITY:         STATE:         ZIP:           PHONE:         AGE:         SEX:
PAYMENT OF ALL PROGRAM FEES MAY BE PAID BY CHECK OR MONEY ORDERS.	3. NAME OF SCHOOL ATTENDING: NAME OF SPONSORING TEACHER/CHAPERONE (IF ANY)
WITHDRAWAL PENALTIES:  1) FIRST DEPOSITS ARE NOT REFUNDABLE, BUT CAN BE TRANSFERRED TO A STUDENT NOT ALREADY SIGNED UP TO TRAVEL WITHOUT PENALTY (UNLESS AIRLINE / AMTRAK TICKETS HAVE BEEN WRITTEN).  2) IF TRAVELER WITHDRAWS BETWEEN 8 WEEKS AND 35 DAYS BEFORE DEPARTURE, ALL PAYMENTS WILL BE REFUNDED LESS	PART V: TO BE COMPLETED BY PARENT/GUARDIAN: IS THE ABOVE IN GOOD HEALTH? (Y) (N) DOES THE ABOVE STUDENT HAVE ANY SPECIAL MEDICAL CONDITION (E.G. ALLERGIES, DIABETES, HEART AILMENT, ETC.)? (Y) (N) (IF YES, PLEASE EXPLAIN ON A SEPARATE SHEET)  APPLICANT AND PARENT/GUARDIAN HAVE READ AND ACCEPT THE TERMS & CONDITIONS PRINTED ON THE REVERSE SIDE.
\$150.00  (Along with such charges levied by airlines, cruise lines, hotels, motorcoach companies, etc.)  3) LESS THAN 35 DAYS PRIOR TO DEPARTURE ALL PAYMENTS MADE ARE	SIGNATURE OF APPLICANT:  X  DATE
NON-REFUNDABLE.  ALL REFUND REQUESTS MUST BE SUBMITTED TO E.T.C. IN WRITING.  FAILURE TO FOLLOW SPECIFIC REFUND	SIGNATURE OF PARENT OR GUARDIAN:

PLEASE READ BOTH SIDES OF THE PARTICIPANT APPLICATION. A SIGNATURE IS REQUIRED IN ALL AREAS MARKED WITH AN "X"

DATE:

NOTE: SIGNED APPLICATION DUE BACK TO ETC WITH YOUR FIRST DEPOSIT

#### **TERMS & CONDITIONS**

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY, BECAUSE APPLICATION AND PAYMENT FOR A TRAVEL PROGRAM CONSTITUTES ACCEPTANCE OF THEM BY THE APPLICANT AND HIS/HER PARENT/GUARDIAN.

- 1. YOUR TRAVEL PROGRAM IS ARRANGED BY EDUCATIONAL TRAVEL CONSULTANTS, INC. ("ETC") , A NORTH CAROLINA CORPORATION, P.O. BOX 1580, HENDERSONVILLE, NC 28793. ETC ACTS ONLY AS AN AGENT FOR THE SUPPLIERS OF TRANSPORTATION, ACCOMMODATIONS, FOOD AND OTHER GOODS AND SERVICES CONNECTED WITH THE PROGRAM, ALL OF WHICH ARE INDEPENDENT CONTRACTORS, ETC IN NO WAY OWNS OR OPERATES THE VEHICLES OR FACILITIES TO BE USED DURING THE TOUR, AND ASSUMES NO RESPONSIBILITY FOR THE AND/OR OMISSIONS OF THESE INDEPENDENT CONTRACTORS, THEIR EMPLOYEES, AGENTS REPRESENTATIVES. ALL APPLICATIONS ARE ACCEPTED SUBJECT TO THE CONDITIONS IMPOSED BY THESE INDEPENDENT CONTRACTORS, NOTHING STATED HEREIN IS MEANT TO INTERFERE WITH YOUR LEGAL RIGHTS AGAINST CARRIER(S) OR SUPPLIER(S) OF SERVICES. ETC WILL MAKE NO REFUNDS FOR ELEMENTS OF THE PROGRAM YOU DO NOT USE. ETC RESERVES THE RIGHT TO REFUSE TO ACCEPT OR TO RETAIN AS A MEMBER OF ANY TOUR ANY PERSON AT ANY TIME. PRICES QUOTED ARE PER PERSON, QUAD OCCUPANCY, UNLESS OTHERWISE SPECIFIED.
- 2. ETC ITS EMPLOYEES AND AGENTS, THE TEACHER-CHAPERONES AND MY LOCAL SCHOOL ARE NOT RESPONSIBLE TO ME FOR EVENTS BEYOND THEIR CONTROL SUCH AS (WITHOUT LIMITATION) STRIKES, TERRORISM, WAR, DELAYS, WEATHER, ACTS OF GOD, OR GOVERNMENT RESTRICTION: OR ACTS, ERRORS OR OMISSIONS OF PERSONS OR ENTITIES OUTSIDE THEIR CONTROL INCLUDING(WITHOUT LIMITATION) AIRLINES, SURFACE TRANSPORTATION COMPANIES; OR FOR THE FAILURE OF ANY OF THESE ENTITIES TO PROVIDE THE TRANSPORTATION IT HAS CONTRACTED TO PERFORM OR TO HONOR A CONFIRMED RESERVATION. I HEREBY RELEASE ETC, ITS AGENTS AND EMPLOYEES, MY LOCAL SCHOOL, AND THE TEACHER-CHAPERONES FROM ALL CLAIMS ARISING OUT OF SUCH EVENTS, ACTS OR OMISSIONS.
- 3. THE RESPONSIBILITY OF PARTICIPATING AIR CARRIERS IS LIMITED, AMERICAN, US AIRWAYS, BRITISH AIRWAYS, AND OTHER IATA CARRIERS CONCERNED MAY NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY INCONVENIENCE, LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN CONNECTION WITH THE TOUR SERVICES DESCRIBED HEREIN, OTHER THAN THEIR LIABILITY UNDER TICKETS AND TARIFF PROVISIONS FOR CARRIAGE BY AIR FURNISHED BY THEM.
- 4. ETC IS NOT RESPONSIBLE FOR MY WELL-BEING WHEN I AM ABSENT FROM THEIR SUPERVISED ACTIVITIES OR ON A VISIT TO FRIENDS OR RELATIVES, I ALSO ACCEPT LIABILITY FOR ANY FINANCIAL OBLIGATION I MAY INCUR OR ANY DAMAGE OR INJURY I MAY CAUSE OR IS CAUSED BY MY NEGLIGENCE WHILE PARTICIPATING ON AN ETC PROGRAM. ETC. MUST RECEIVE SIGNED APPLICATIONS WITH FIRST DEPOSIT. IT IS THE STUDENT'S AND/OR PARENT OR GUARDIAN'S RESPONSIBILITY TO TURN IN SUCH APPLICATION (NO MATTER WHAT THE REASON). THE TRAVELERS WILL BE TOTALLY RESPONSIBLE FOR HIS ACTIONS AND/OR CONSEQUENCES.
- 5. CONDUCT OF STUDENTS: ALL TOUR MEMBERS SHALL OBSERVE REASONABLE RULES OF SAFETY AND CONDUCT AS

DIRECTED BY THE TOUR ESCORT OR TEACHER/CHAPERONE WHO HAS ABSOLUTE AUTHORITY TO EXPEL ANY TOUR PARTICIPANT WHOSE ACTIONS OR BEHAVIOR ARE CONSIDERED DETRIMENTAL TO THE GROUPS WELFARE. EDUCATIONAL TRAVEL CONSULTANTS AND THE TEACHER/CHAPERONE IS RELEASED FROM ANY LIABILITY TO ANY EXPELLED MEMBER FOR SUCH EXPULSION AND NO REFUNDS SHALL BE MADE.

- 6. IF I BECOME ILL OR INCAPACITATED, ETC MAY TAKE WHATEVER ACTION IT DEEMS NECESSARY TO PRESERVE MY HEALTH AND SAFETY INCLUDING, WITHOUT LIMITATION, OBTAINING MEDICAL TREATMENT FOR ME AT MY EXPENSE BACK TO MY HOME FOR MEDICAL REASONS. I AGREE TO PAY ANY EXTRA EXPENSES INCURRED ON MY BEHALF FOR MEDICAL OR OTHER REASONS. IF MY TEACHER-CHAPERONE HAS PAID SUCH EXPENSES, I WILL REIMBURSE HIM OR HER. I ALSO UNDERSTAND THAT INCLUDES, AMONG OTHER BENEFITS, PAYMENT OF ALL OR A PORTION OF MY AIR FARE IF I MISS MY RETURN FLIGHT HOME FOR MEDICAL REASONS.
- 7. ANY FILM OR VIDEO LICENSES TAKEN OF ME WHILE PARTICIPATING IN AN ETC PROGRAM AND ANY OF MY COMMENTS OR STATEMENTS MAY BE USED IN FUTURE MATERIALS PUBLISHED BY ETC.
- 8. IF I WISH TO CANCEL MY RESERVATION IN AN ETC PROGRAM, I MUST DO SO IN WRITING. I HAVE NO RIGHT TO A REFUND FOR ANY ACCOMMODATIONS, MEALS, OR SERVICES THAT I DO NOT USE ONCE MY TOUR HAS BEGUN.
- 9. ETC AND THE AIR CARRIERS HAVE THE RIGHT TO SUBSTITUTE AIRLINES, TO MAKE CHANGES IN EQUIPMENT, IN THE PUBLISHED ITINERARY, IN THE DEPARTURE AND ARRIVAL DATES, TIMES OR CITIES OR TO ALTER THE ITINERARY (APPLIES ONLY TO FOREIGN DESTINATIONS), I.E. SUCH AS REVERSING THE ORDER IN WHICH THE VARIOUS CITIES ARE VISITED, AND I AGREE TO ACCEPT ANY SUCH CHANGES. NO REFUNDS WILL BE MADE IN THE EVENT OF CHANGES IN THE ITINERARY OCCURRING PRIOR TO OR AFTER DEPARTURE: ETC WILL ATTEMPT TO FURNISH ALTERNATE SERVICES OR ACCOMMODATIONS.
- 10. ETC RESERVES THE RIGHT TO INCREASE THE PRICE OF ITS PROGRAMS BY THE AMOUNT OF ANY INCREASE IN ITS COST INCLUDING, WITHOUT LIMITATION, INCREASES IN AVIATION FUEL PRICES, AIR CARRIER TARIFFS AND/OR GOVERNMENT TAXES/SURCHARGES, MOTORCOACH FUEL PRICES ETC... I AGREE TO PAY SUCH INCREASE IN PRICE AND SHALL NOT BE ENTITLED TO CANCEL MY RESERVATION AND RECEIVE A REFUND SOLELY ON THIS GROUND.
- 11. "PARTICIPANTS MUST INDICATE ANY MEDICAL PROBLEMS ON A SEPARATE SHEET WHICH MIGHT AFFECT HIS/HER PROGRAM PARTICIPATION. ETC WILL ARRANGE OR PROVIDE REASONABLE ACCOMMODATION TO PARTICIPANTS, BUT THOSE WHO REQUIRE MORE THAN MINOR ASSISTANCE MUST BE ACCOMPANIED BY A COMPANION OR HELPER WHO IS CAPABLE OF AND TOTALLY RESPONSIBLE FOR PROVIDING SUCH ASSISTANCE."
- 12. I AM RESPONSIBLE FOR OBTAINING THE APPROPRIATE PASSPORT AND VISAS.
- 13. YOUR PARTICIPATION IS SUBJECT TO THESE TERMS AND CONDITIONS, AND ANY CLAIM OR DISPUTE SHALL BE GOVERNED BY STATE LAW AND SUBJECT TO JURISDICTION AND VENUE OF THE COURT IN WHICH THE SCHOOL IS LOCATED.



Toll Free: 1-800-247-7969

(828) 693-0412

Fax: (828) 692-1591

email: info@educationaltravelconsultants.com web site: www.educationaltravelconsultants.com

#### **GROUP TRAVEL CONTRACT** MONDAY, NOVEMBER 14, 2011

### **GALLATIN COUNTY HIGH SCHOOL** 70 WILDCAT CIRCLE **WARSAW, KY 41095**

TC109

TEL: 859-567-7642

E: MAIL: mike.davis@gallatin.kyschools.us

CELL #:

TRIP	SELECTED:
TRIP	DATES:

NEW YORK CITY WITH CLEVELAND & NIAGARA FALLS APRIL 2, 2012 TO APRIL 6, 2012 (5DAYS / 4 NIGHTS)

PROJECTED#

**FREE TRIPS** 

33

OF PASSENGERS:

2

EXTRA ADULTS ADD \$30 EACH

TOTAL TRAVELING

35

TRIP COST (PER PERSON)

\$919.00

X 33

TOTAL

\$30,327.00

COST OF TRIP BASED

ON MULTIPLES OF:

40 PAYING: \$879.00 35 PAYING: \$919.00

30 PAYING: \$969.00

25 PAYING:

ROOM SUPPLEMENTS:

**SINGLE:** \$420.00 **DOUBLE:** \$280.00

TRIPLE: \$140.00

(PER ROOM)

**DEPOSIT 1** 

**DEPOSIT 2** 

**DEPOSIT 3** 

FINAL PAYMENT

12/05/11 \$200.00 PP

12/15/11 \$150.00 PP

1/17/12 \$150.00PP

02/20/12 \$419.00 PP

**ROOM LIST** 

**AIR PAX LIST** 

PARTICIPATION APPLICATIONS

02/13/12 12/12/11

EDUCATIONAL TRAVEL CONSULTANTS guarantees that the above stated price per person will remain firm except when: (10 changes in foreign currency exchange rate occur (over which we have no control); (2) the number of paying passengers drops below or exceeds previously stated numbers; (3) trip date or basic itinerary is altered the time this agreement is signed and trip departure; (4) airlines alter or cancel flights group is booked on or impose fuel surcharges or price increases. Please notes that first deposits are non refundable.

The terms and conditions on the reverse side are a part of this contract. This contract may be accepted no later than 21 days after the date listed AT THE TOP OF THIS PAGE. Please sign and return one duplicate original of this Contract to ETC to confirm your acceptance which will allow ETC to begin making your reservations.

SIGNATURE OF ETC AGENT	DATE	
SIGNATURE OF SPONSOR	DATE	