

HART TRAVEL PARTNERS RELEASE AND AGREEMENT 2019/20



I (or parent or guardian if participant is under 18) wish to participate in a travel program organized by Hart Travel Partners LLC (HTP). By signing the HTP registration form I understand and agree to the following:

1. I understand that my travel program begins with the takeoff from the departure airport and terminates upon the flight landing in the return airport in the U.S.A. For participants booked on land only arrangements the travel program starts at the first hotel and ends upon completion of services at the last hotel. I further understand that travel involves certain risks to health, safety and property. Many countries do not have the safety and health standards that exist in the United States. I am willing to accept the associated risks and understand that HTP cannot guarantee health and safety during my participation in a foreign travel program.
2. I will indemnify HTP, its affiliates, agents, directors, employees, my group leader, my school and school officials and hold them 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 in an HTP program.
3. I hereby release HTP, its affiliates, agents, directors, officers, and employees and my group leader, host school agents and school officials, including any person or entity employed or utilized by HTP in any foreign country (the "Released Parties"), from all claims, demands, actions, lawsuits, settlements, judgements, damages, losses, costs and expenses of any nature (direct, indirect, consequential or incidental) arising out of any personal injury, death, bodily injury, mental anguish, physical, property or other damage that I may suffer as a result of my participation in any activity (including swimming, snorkeling and trekking) during an HTP travel program. I further release the Released Parties from all claims, demands, actions, lawsuits, settlements, judgements, damages, costs, losses, and expenses of any nature (direct, indirect, consequential or incidental) arising out of any personal injury, death, bodily injury, mental anguish, physical, property or other damage that I may suffer as a result of events beyond the individual or collective control of the Released Parties or any of them, including without limitation, acts of God, war, terrorism, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from the use of any vehicle or from HTP's, or any Released Party's selection of, or from any act or omission by, any bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel service, hotel, restaurant, school, university, or other firm, agency, company or individual.
4. I understand and agree that HTP will have no liability or responsibility for me when I am absent from HTP organized activities such as visits to friends or relatives or for periods when I travel separately before or after the HTP travel program.
5. I agree that I am fully responsible for any losses or costs arising from the damage, loss or theft of any of my personal property during the travel program.
6. I understand that the air carriers' liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or the Warsaw Convention or both.
7. I understand that HTP has the right to refuse or cancel my registration in its sole discretion.
8. I agree to abide to HTP's "Travel Rules and Regulations" appearing on the HTP website (www.harttravelpartners.com), which I have read, regarding my behavior while traveling abroad. I understand that HTP cannot accept responsibility for travelers not following these rules and regulations. I also understand that failure to follow these rules and regulations may result in me being sent home immediately at my own expense and without escort, without any refund for missed portions of the travel program.
9. I agree to abide by all local laws while I am abroad, including those concerning drugs and alcohol. If I am a minor (under 18 years of age) I must have written consent from my parents to use alcohol even if local law might permit me to use it. If parental consent has been given, I can only drink beer or wine in the presence of the group leader. If I abuse local laws I understand that I may be sent home at my own expense without escort and without refund for missed portions of the travel program. Should the local authorities be involved I understand that I am subject to local law.

10. I understand and agree that if I become ill or incapacitated HTP may take action it deems necessary for my safety and well-being, including securing medical treatment and transporting me back to the United States, all at my own expense. I hereby release HTP and its affiliates and/or operators from all liabilities resulting from the provision of or failure to provide medical assistance. I agree to pay or reimburse any extra expenses incurred on my behalf by my group leader or other group members for medical or other reasons, including, without limitation, accommodation, meals, telephone calls, and transportation costs.
11. I agree that if I have a food allergy, I will take complete charge of my food intake while overseas. I understand that language differences may impede my understanding of certain ingredients contained in various recipes. I understand that HTP will not be liable for any incident that arises as a result of my allergy. I also understand that I will not be compensated for any uneaten meals.
12. I understand that a group leader must accompany me on the travel program. If the original group leader cancels, HTP will ask for a replacement group leader to be assigned to the travel program. If I choose not to travel with the replacement group leader, I will be treated as a standard cancellation and HTP's standard cancellation policy will apply.
13. I understand that it is my responsibility to determine what travel documents (such as passports and visas) are required to enter or connect through all the countries on my travel program. It is also my responsibility to secure such required documents. If I am not a U.S citizen it is my sole responsibility to obtain all documents required to re-enter the United States. I understand that inability to obtain all necessary travel documents in time for my travel program does not constitute grounds for withdrawal with full refund; HTP's standard cancellation policy will apply.
14. I have read a full description of the travel program including all scheduled activities. I understand that HTP can make changes to my travel program including but not limited to flight arrangements and order of the itinerary. Holidays, special events or other conditions beyond HTP's control may result in the unavailability of centrally located hotels and/or other services. In such cases HTP reserves the right to provide alternative hotels and/or services, or to charge a supplement. Specific hotels and/or locations can be requested but are not guaranteed.
15. If I wish to cancel my travel program I understand that I must do so in writing. Any refund will be according to the Booking Conditions appearing on the HTP website (www.harttravelpartners.com).
16. Any controversy or claim arising out of, relating to, or interpreting this agreement shall be resolved by arbitration to be conducted before the American Arbitration Association in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.
17. I acknowledge that I have read and agree to the HTP Booking Conditions as well as those provisions contained and referred to in this Release and Agreement, and acknowledge that they constitute the entire agreement between HTP and me.
18. This agreement may be modified or amended only in writing and signed by both parties. HTP's waiver of any provision of this agreement shall in no way affect the remaining provisions of this agreement. This agreement will be effective when my application is accepted by HTP, shall be governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon my heirs, next of kin, executors and administrators.

PLEASE SIGN YOUR REGISTRATION FORM ONLY WHEN YOU HAVE FULLY READ AND UNDERSTOOD THE CONTENTS OF THIS RELEASE AND AGREEMENT.