



Powered by Academic Travel Abroad.

## Participant Terms and Conditions

### Our Policies

When you ("Participant") enroll in a trip ("Trip"), you are asked to sign our *Terms & Conditions*. We require all travelers to sign this document before traveling with us. Please review this document in its entirety and submit your signature at the end.

### TRIP COST

Prices are listed in U.S. dollars and are based on a person sharing a room with another. While we do our best to maintain the listed price, because our prices are set over a year in advance, we reserve the right to change costs due to extraordinary circumstances beyond our control. The land cost is based on a minimum number of guests.

### WHAT IS INCLUDED

- Comprehensive educational program by professional on-site guides
- Accommodations and meals as outlined in the itinerary
- Ground transportation within the itinerary unless otherwise indicated
- Sightseeing as specified in the itinerary
- Entrance fees to itinerary activities
- Gratuities to porters, drivers, and guides
- The assistance of an ATA tour manager for comprehensive logistical and customer service management on the trip
- The assistance of an ATA professional travel team to assist with pre-trip questions, travel arrangements, including flights, extra hotel nights, or other services
- Comprehensive pre-departure information about the destination and what to expect on the trip, including information on passport and visa requirements, as well as a suggested reading list

### WHAT IS NOT INCLUDED

- U.S. domestic or international airfare or other transportation from your home to the departure point of the trip and from the end/return point of the trip to your home
- Airport transfers and baggage handling unless otherwise indicated
- Travel and trip cancellation insurance
- Passport, visa, airport departure and excess baggage fees
- Meals not specified in the itinerary; food and beverages not part of the included meals
- Personal items such as telephone, fax and internet charges, laundry, room service, alcoholic or other beverages not specified as included
- Gratuities for non-group services
- Expenses resulting from delays due to bad weather, road conditions, sickness, government action, and flight delays
- Expenses incurred in making individual travel arrangements in conjunction with the trip

## **SINGLE OCCUPANCY**

A limited number of single rooms or cabins are available at extra cost on a first-come, first-served basis, but availability cannot be guaranteed.

## **PAYMENT SCHEDULE**

Deposit due upon application. Balance due upon receipt of invoice, ninety (90) days before departure. Acceptable forms of payment for the deposit are wire transfer, Visa, MasterCard, or American Express. **Final payment may be made by credit card or wire transfer.** If final payment is not received ninety (90) days prior to departure, your space is subject to cancellation. If you are making a reservation within ninety (90) days of the trip's departure, full payment will be required upon confirmation.

## **CANCELLATION AND REFUNDS**

All cancellations must be submitted in writing (email or fax) to Academic Travel Abroad, Inc. (ATA). Per person cancellation fees are based on the date of the cancellation notice reaching ATA.

For trips departing in 2022:

More than 60 days prior to departure, full refund of deposit. Cancellation within 60 days of departure, no refund. Cancellation on day of departure or after tour departs: no refund.

For trips departing in 2023:

Up to 120 days prior to departure; refund of deposit less an administration fee of 50% of deposit. Cancellation between 119-91 days before departure: 100% of deposit is forfeited. Cancellation between 90-61 days, 50% of the Trip price is forfeited. Cancellation within 60 days of departure: no refund. Cancellation on day of departure or after Trip departs: no refund.

No refund for unused portions of Trip, including, but not limited to, missed meals, hotel nights and sightseeing. Cancellation of Trip by ATA: full refund. Reservations are not transferable without the explicit approval of ATA. ATA does not accept liability for any airline or train cancellation penalty incurred by the purchase of a nonrefundable airline or train ticket to the Trip departure city or return point.

## **INSURANCE**

We strongly recommend the purchase of trip cancellation insurance, which is available for coverage of expenses in conjunction with cancellation or interruption of the Trip due to illness, accident or other unforeseen circumstances. Baggage insurance is also recommended. In the event that you must cancel your participation in a travel program or obtain medical care while on the Trip, trip cancellation insurance may be the only source of reimbursement. We will send you information from Travel Insure Services, or you may obtain coverage through a company of your choice. All ATA trips include Emergency Evacuation Insurance as part of the trip price.

## **A NOTE ABOUT THE ITINERARY**

While every effort will be made to carry out the program as planned, travel is unpredictable and we must be prepared for unforeseen occurrences and changes. The itinerary as described is subject to modification by ATA. Rest assured that, should any changes be needed, ATA commits to deliver an experience as outstanding as the one originally planned.

## **FITNESS TO TRAVEL, ACTIVE ELEMENTS**

To enjoy your travels to the fullest, you should be in good physical and mental health. Any physical or mental condition requiring special attention, diets, or treatment must be reported in writing when the reservation is made (or at such later time when you become aware of such a condition). We reserve the right to decline to accept or retain any person as a participant should such a person's health, mental condition, physical infirmity, or attitude jeopardize the operation of the travel program or the enjoyment of other participants. All health information and other Participant personal data is protected and treated as confidential. Participant hereby consents to ATA's disclosure of certain Participant personal data solely to permit ATA and/or its agent[s] to provide the included services listed above and to meet other obligations relating to the Trip.

Some of our trips incorporate active elements such as hiking, climbing, biking or canoeing. You are responsible for familiarizing yourself with the level of activity that will be involved in your trip and assessing your ability and willingness to participate. Any such activity is entirely optional. In some cases, on-site providers may require you to sign an additional waiver/release to participate in an activity that involves additional risks or a certain fitness level. In these cases, we do our best to share these waivers with you in advance of the trip. By registering for this trip, you are representing that that you are physically and mentally able to understand the risks, foreseeable and unforeseeable; to safely participate in the selected activities and services; and of sufficient intelligence and maturity to understand and follow safety protocols.

## **PHOTOGRAPHY AND VIDEO**

Participant agrees that ATA (and/or their respective affiliates) may record Participant by any means including, without limitation, electronic recording, film, videotape, audio tape, live-stream and photography and Participant hereby grants to Licensing Group (as defined below) and ATA (and their respective affiliates) the gratis right to use, publish, display and broadcast Participant's name, likeness, voice, quotes, and images in whole or in part, by any and all formats now known or hereinafter developed throughout the world including, without limitation, in advertising materials, promotional materials, social media, commercial tie-ups and live-streaming productions in connection with the Travel Program. Participant also releases ATA (and their respective affiliates) and Licensing Group from any and all claims and causes of action Participant may have now or in the future based upon defamation, misappropriation, invasion of privacy, right of publicity or similar claims, and Participant agrees not to institute any legal action based on any of the grounds specified herein.

## **RESPONSIBILITY**

This Trip is designed, operated and managed by Academic Travel Abroad, Inc. (ATA), a professional travel company and independent contractor, and is branded as a HISTORY Travel™ trip under license from A&E Television Networks, LLC ("A+E Networks" or "Licensing Group"). Participant acknowledges, accepts and agrees that the Licensing Group is not designing, operating or managing any aspect of the Trip or any Trip activities, and has no liability whatsoever for any loss, property damage, personal injury, death, liabilities or expenses that Participant may incur in connection with the Trip, whether directly or indirectly, or whether arising out of any act or omission by ATA or by any supplier of any goods or services (e.g., cruise companies, hotels, airlines, railroads, bus companies, local tours, etc.) during the Trip.

Participant further acknowledges, accepts and agrees that ATA acts only as agents for the Participant with respect to all transportation, hotels, and all matters of reservations and Trip operation. ATA and their agents accept no responsibility for loss, damage, injury, accident, delay or irregularity, expense or

liability caused by the defect of any vehicle or negligence or default of any independent contractors, their employees, agents, or representatives. Nor does ATA accept responsibility for losses or delays arising from but not limited to sickness, pilferage, riots, acts of terrorism, weather conditions or acts of God. All such losses or expenses shall be borne by the program Participant. ATA reserves the right to cancel any trip prior to departure in which case the entire payment will be refunded without further obligation on their part. ATA reserves the right to decline to accept or retain any Trip Participant at any time without being under any obligation to assign any reason therefor. In the event of the exercise of this right, ATA shall be under no liability to such person(s) except to refund such amount as ATA, in its absolute discretion, deems reasonably attributable to the uncompleted portion of the trip. Baggage is carried at the owner's risk entirely. It is understood that air, ship or train tickets when issued shall constitute the sole contract between the passenger and carrier concerned. The airlines and all other transportation companies involved in this trip are not to be held responsible for any act, omission, or event during the time the passengers are not on board their plane or conveyances. All services are subject to the laws of the country in which they are rendered. The Participant agrees on behalf of herself/himself, her/his dependents, heirs, executors, administrators and assigns to abide by the above conditions and to release and hold harmless, Academic Travel Abroad, Inc., and the Licensing Group, and any of their representatives, from any and all liability for any delays, damage, loss, injury or death occurring in relation to this Trip.

CALIFORNIA SELLER OF TRAVEL PROGRAM  
CST #2059002-40

ATA is a participant in the California Seller of Travel program. California law requires that certain sellers of travel have a trust account or bond. ATA has a trust account. ATA is not a participant in the California Travel Consumer Restitution Corporation.

#### **PARTICIPANT RESPONSIBILITY STATEMENT AND LIABILITY DISCLAIMER AND WAIVER**

##### **Read Carefully: Responsibility Statement and Liability Disclaimer and Waiver**

ATA acts only as an agent for the respective suppliers of goods and services (e.g., cruise companies, hotels, airlines, railroads, bus companies, local tours, etc.) by making arrangements for transportation, accommodations, and other services. ATA does not control, own, or operate these suppliers. The suppliers are independent contractors. ATA shall not be held liable for personal injury, death, property damage or accident, delay or irregularity arising out of any act or omission of these suppliers. ATA reserves the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of trip participants.

ATA reserves the right to withdraw the Trip announced without penalty, and to decline to accept any person as a participant in a trip, or to require any participant to withdraw from the trip at any time, when such action is determined by trip staff to be in the best interests of the health, safety or general welfare of the trip group or the individual participant, subject only to the requirement that the recoverable portion of the total amount paid that corresponds to the cost of unused services and accommodations be refunded, if any. Participants are encouraged to purchase airline tickets no sooner than one hundred twenty (120) days before the Trip begins to avoid airline cancellation penalties if a Trip is canceled or otherwise modified subsequent to the participant's purchase of those tickets. ATA accept no liability for the purchase of non-refundable airline tickets to the Trip departure city and return. Baggage and personal effects are at all times the sole responsibility of the Participant. Participants are strongly encouraged to purchase travel insurance.

Dates, schedules, program details, and featured speakers although provided in good faith based on information available at the time of publication of the brochure or catalog, are subject to change and revision.

**AS A CONDITION OF ACCEPTANCE OF ANY RESERVATION, EACH PARTICIPANT MUST AGREE TO THE STATEMENT SET FORTH BELOW:**

The undersigned has read carefully the Responsibility Statement and Liability Disclaimer set forth above, the schedule of activities for this Trip, as well as the terms and conditions of application and participation as set forth in the trip brochure(s) and on the web, and recognizes and accepts any risk associated with the Trip and all the conditions, including the refund policy, set forth in the Trip brochure(s). The undersigned further acknowledges that there are many risks and uncertainties inherent in any travel trip, including but not limited to the hazards of various modes of transportation, forces of nature, acts or omissions of foreign governments, terrorism, war or insurrection, theft, illness, and damage to person or property due to the negligent acts or omissions of suppliers, trip staff or others. In consideration of, and as part payment for, the right to participate in the Trip, the undersigned ("Participant"), on behalf of himself/herself, his/her dependents, heirs, executors, administrators and assigns (the "Participant Parties"), hereby voluntarily and knowingly waives, releases, and forever discharges the Licensing Group, its directors, shareholders, officers, employees, representatives or agents, and ATA and its officers, directors, shareholders, employees, and agents, (collectively "Releasees") from any and all liability, claims, demands, injuries, damages, consequential or indirect damages, actions or causes of action for personal injury, death, property damage or loss that may be suffered by Participant or any Participant Parties in connection with this Trip, even if caused by the active and passive negligence or omission of trip staff, suppliers, or other related persons or entities, and, further indemnifies, holds harmless and releases the Releasees from any and all liabilities or claims made as a result of participation in any and all activities relating to the Trip, whether caused by the negligence of a Releasee or otherwise. In addition, by registering for this Trip, Participant certifies that he or she is mentally and physically capable of full participation in the Trip as described on the Website, or in the brochure and accompanying materials provided to Participant.

**By registering for this ATA program, operated under license from the Licensing Group, the Participant voluntarily and knowingly agrees to and accepts the Responsibility Statement and Liability Disclaimer and Waiver, and the Terms and Conditions therein, and the Participant acknowledges that he/she has carefully read this and the foregoing paragraphs and fully understands that this is a waiver of rights and release of liability.**

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