

# CHA Release & Agreement

## Release & Agreement: to be signed by the participant and/or parent or guardian

I, the undersigned (and/or my parent or guardian if I am under 21), an applicant for a tour sponsored by the Cultural Heritage Alliance (hereinafter referred to as CHA), agree to the following understandings:

1. I understand that this is a supervised tour and I agree to maintain any such group standards as CHA may set forth, and further, to indemnify CHA and its agents or contractors against any consequences which may ensue as a result of my refusal to comply with such regulations. I agree that CHA reserves the right to enforce such rules and that my participation in the tour may be terminated by CHA at any time if I fail to follow these regulations, the instructions of my Teacher-Counselor and/or CHA personnel, or for any other reason which the officers of CHA may deem to be in the best interest of the group. I agree to being sent home at my own (or my parents'/guardians') expense and waive the right to any refund of tour fees.
2. I understand that if I am expelled from my school or otherwise disciplined by my teacher and/or local authorities, or if I fail to meet any requirements for participation in the tour as set forth by my teacher or school, I may be declared ineligible to participate and my enrollment cancelled subject to the refund policy described in CHA's current-year Important Information Booking Terms & Conditions.
3. I understand that I am responsible for exercising caution and common sense at all times to avoid injury to myself and others.
4. It is the responsibility of the parent/guardian to determine the suitability of a particular teacher to chaperone his/her child during a CHA tour. Parents/guardians should meet with the Teacher-Counselor and make sure that they are made aware of any special needs or requirements.
5. I agree that CHA has the right to select a qualified replacement for my Teacher-Counselor who may presently be planning to accompany me overseas, in the event that he/she is unable or unwilling to continue in these plans. I understand that the Teacher-Counselor is the liaison between CHA and me and that all communication including tour/date confirmations and travel documents will be distributed through the Teacher-Counselor. In addition, the Teacher-Counselor serves as the spokesperson for the group and informs CHA of any group decisions.
6. I agree that any photographic or video likenesses taken of me while on a CHA tour and any of my written comments may be used in future publications or on CHA's website.
7. I hereby waive any and all claims against CHA and its agents or contractors, domestic and overseas, my local school and any staff members or counselors accompanying the group, their heirs or their estate, arising from any illness, death, injury, loss, damage, accident, delay, irregularity, or expense to person or property incurred from the use of any vehicle or service, strikes, war, weather, sickness, quarantine, government restrictions or regulations, or arising from any act of omission of any steamship, airline, railroad, bus company, sightseeing, hotel or any other service or transporting company, firm, individual, or agency.
8. I also shall not hold CHA responsible for any loss or damage arising from any errors or omissions contained in this booklet or other CHA literature, late or non-confirmation or acceptance of bookings and loss or damage caused by delays. In addition, CHA shall have the right, at any time in its discretion and without liability or cost therefore, to cancel any tour or the remainder thereof, or make an alteration in route, accommodation, price and/or details in the event of any tour being rendered impossible or inadvisable by weather, strikes, war, acts of God, governmental inter-

ference or any cause whatsoever that is beyond CHA's control. Any and all extra expenses incurred as a result thereof shall be the responsibility of the passenger.

9. I also release CHA and its agents, servants, employee officers or their assigns, my Teacher-Counselor, my school, my school board or contractors from any financial obligations or liabilities that I may incur or any damage or injury to me or to the person or property of others that I may cause while participating in this program.
10. I understand that CHA is not responsible for my well-being during such periods of time that I may be absent from CHA supervised activities, as during free time periods, times of independent travel, visits to friends and relatives and so forth. Additionally, CHA is not responsible for my well-being nor am I covered by insurance coverage provided by CHA once the tour has terminated if I choose to take advantage of CHA's Flexi-Flight Option.
11. I understand that the air carrier's liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or by the Warsaw Convention. CHA is not responsible for loss, theft or damage to my belongings or to the belongings of any other person, including passports and travel documents.
12. **If I become ill or incapacitated while on tour, I grant CHA or to any of its officers, staff or agents, full authority to take whatever action they feel is warranted under the circumstances in regard to my health and safety, including securing medical treatment and transporting me home (at my expense or my parents'/guardians' expense). I further release any of these persons from any liability for such decisions or actions which may be taken on my behalf. CHA cannot be held responsible for the quality and/or timeliness of any such medical care received, nor for any expense incurred.**
13. I understand CHA and/or the airlines reserve the right to make changes in tour itineraries and departure dates, to substitute airlines and equipment or to make cancellations for insufficient participation or any other reason.
14. **I understand that in the event of my cancellation, refunds will be given in accordance with CHA's Tour Cancellation & Refund Policy as outlined in the current-year Important Information Booking Terms & Conditions. I understand that if I wish to cancel my enrollment in a CHA tour, I must do so in writing and must also sign a Release of Claims prior to receiving my refund.**
15. **I understand CHA's policy regarding the minimum group size required to operate a CHA tour which may necessitate possible tour and date changes and/or small-group supplements.**
16. I understand that I have the option to purchase CHA's Optional Travel Protection Plan on a timely basis but not later than my final tour payment deadline.
17. **I understand that I must pay in full by 110 days prior to my departure. If I fail to meet such payment deadlines, I realize that I will be assessed and agree to pay the late payment penalties.**
18. I understand that weekend air fares are higher than those for mid-week, and I agree to pay applicable weekend surcharges for air travel on a Friday, Saturday, or Sunday.
19. I understand that CHA is not responsible for any costs arising from the loss or theft of any of my personal property or travel documents during the tour, including my passport.
20. **I understand and accept that it is my responsibility to obtain a valid U.S. passport and any necessary visas and**

**required documents in order to enter all countries on my itinerary. If I am not a U.S. citizen, I agree to contact the local consular offices of the countries I will be visiting or passing through to obtain the necessary visas. (Visas are not obtainable on the spot overseas). Further, whether a U.S. citizen or not, I shall hold CHA harmless in the case where I may not obtain the necessary documents and understand that the inability to obtain these documents does not constitute grounds for withdrawal with refund.**

21. If mandated by airline and/or government authorities (U.S. and foreign), I understand that I am responsible to comply with any quarantine, vaccination or testing requirements for COVID-19 at my own expense. I further indemnify CHA and/or its agents against any claims should I contract COVID-19 during or after my participation in the CHA tour.
22. I understand that I am responsible for any damage I may cause while on tour to hotel property and other facilities or for misappropriation of hotel property, and I agree to pay for any such damages that I may cause and not hold CHA responsible.
23. I understand that the use of school or municipal premises or property in the planning of the tour is a courtesy to me and the Teacher-Counselor and does not mean that the trip is officially sponsored or supported by the school or municipality.
24. I understand that, as a participant 22 years of age or older at time of travel, I am obliged to pay the Adult Fee as described in CHA's current-year Important Information Booking Terms & Conditions.
25. I understand that this agreement includes the entire agreement between CHA and me, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of CHA or my school or by my Teacher-Counselor. This agreement may only be modified in writing and signed by an officer of CHA.
26. I certify that I am in good physical and mental health and that I have no special medical or physical conditions, nor any special needs or requirements which would impede participation in the tour, nor be of any harm or inconvenience to me or other participants. I understand that walking long distances, climbing stairs, and carrying my own luggage are required activities.
27. I agree that if I have special dietary requirements and/or food allergies, I will take complete responsibility for my food intake and that CHA cannot provide any special meal arrangements for me nor will I be compensated for any uneaten group meals.
28. This agreement becomes effective when my tour enrollment is accepted by CHA, and I understand that this agreement shall be governed by the laws of the Commonwealth of Pennsylvania which shall have sole jurisdiction. Additionally, I (and/or my parents'/guardians if I am under the age of 21) consent to the exclusive jurisdiction and exclusive venue in the courts of Philadelphia County, Pennsylvania, in any and all actions or proceedings hereunder and irrevocably appoint any employee of CHA as an agent for the undersigned for service of process conditioned that all papers served upon said agent be forwarded to the undersigned. No modification, renewal, extension or termination of this agreement shall affect said appointment and choice of forum.
29. The terms and conditions of this contract supercede those of any previous CHA publication. This form cannot be changed or altered without CHA's express written consent.

## Applicant and parent/guardian signature required:

I certify that I have read and understand the Important Information Terms & Conditions of CHA's current-year tour catalog (or current-year Tour Enrollment Booklet) and that I accept all terms and conditions stated therein, and hereby acknowledge that, along with this Release Form, they form my agreement with CHA.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Use your legal name as given on reverse side)

If applicant is under 21 years of age, the following must also be completed: I certify that I am the parent or legal guardian of the applicant, that I have read and understand the above Agreement and that I accept and will be bound by its terms and conditions on my own behalf and on behalf of the applicant.

**Parent/Legal Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_