

Participant release & agreement

I, the undersigned (or my parent or guardian if I am a minor),
an applicant for an educational tour provided by Explorica Canada, Inc.
(hereinafter referred to as “Explorica”), agree to the following:

- 1** My Explorica tour begins with the departure of the Explorica bus or take-off of the flight from my departure city and ends upon completion of the return flight or Explorica bus trip to Canada.
- 2** I agree to release Explorica (which term shall include agents, officers, directors, shareholders, staff members, Tour Directors, and employees of Explorica, as well as Explorica itself), my school board or district, and my school and teacher/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, strikes, incidents of politically motivated violence, 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** 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 traveller aside from their liability as common carriers.
- 4** I understand that Explorica is not responsible for me when I am apart from Explorica-supervised activities, 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 Explorica Tour Director.
- 5** If I become ill or incapacitated, Explorica and its employees, or my Group Leader, may take any action they deem necessary for my safety and wellbeing, including securing medical treatment (at my own expense) and transporting me home.
- 6** I agree to abide by Explorica's regulations and the directions of my Group Leader or Explorica's personnel during my tour. Failure to do so may result in Explorica 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 Explorica may then send me home at my own expense.
- 7** 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 Explorica 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.
- 8** 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 Explorica 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 Explorica tour.
- 9** I understand that both Explorica and my Group Leader reserve the right to refuse or cancel my enrolment at their sole discretion, and that standard cancellation fees will apply.
- 10** Explorica has the right to make changes in tour itineraries and departure dates and to modify transportation arrangements, including the use of substitute airlines. In the event of changes being made, refunds will be given only in accordance with the provisions of the "Explorica Terms and Conditions" supplied herewith.
- 11** I understand that it is my responsibility to secure the necessary travel documents, including passport, visas, transit visa and any required travel insurance unless specifically arranged for the group by Explorica. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in the "Explorica Terms and Conditions."
- 12** I acknowledge my choice to travel with the teacher/Group Leader organizing my group, and I understand that this choice is not the responsibility of Explorica. I understand that Explorica reserves the right to reassign my group to a replacement teacher/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.
- 13** I understand that future Explorica 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.
- 14** I understand that as a participant over the age of 13, or as a parent of a participant under the age of 13, I authorize my first name and last initial (or my child's first name and last initial) to be included in an online roster which is only visible to other tour participants and Explorica employees.
- 15** This agreement constitutes the entire agreement between Explorica 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 Explorica or by my school or Group Leader, applies to any Explorica tour. This agreement may be amended or modified only in writing, signed by an Explorica officer at Explorica's main office in Canada.
- 16** This agreement shall be governed in all respects by the laws of Ontario.