

# The American Ivy Society, Inc. • Terms and Conditions

**GENERAL:** The American Ivy Society trips are designed as an educational service to members of the Society. All trips have a maximum capacity and participants requesting reservations after that capacity is reached will be placed on "stand-by" in the order received and will be notified if space becomes available. Travel to and from the trip departure and termination cities is the sole responsibility of the participants as are transfers between air/rail/bus terminals and hotels. Trip cancellation and Interruption Insurance is not provided by the AIS.

**RESERVATIONS AND FEES:** A reservation fee of \$500 is required at the time participation is requested. The fee is refundable if a cancellation is delivered in writing (fax or e-mail is acceptable if acknowledged by AIS) by June 15, 2013 -- less a \$100 booking charge. Full payment of the trip fee balance is due June 15, 2013. After that date, the payment fee will be refunded -- less a \$100 booking charge -- if the person canceling is replaced by another participant booking the same class reservation. All payments are to be in US dollars payable at a US bank. A \$75 late payment fee will be applied when payment is not received by the final due date. A \$30-\$50 fee will be added for any check returned to AIS by a bank. AIS reserves the right to cancel a reservation for which full payment is not received on time and cancellation fees will apply. All fees are based on exchange rates, described travel arrangements, lodging and food costs, admission fees and other charges at the time the price is originally announced and are subject to change. Departure fees and port taxes are not included in the announced fees and will be billed separately.

Prices are per person, double occupancy. Single accommodations require payment of a "single supplement" additional fee. Single participants wishing to share a room with another person in order to qualify for the double occupancy rate must identify that person and advise the AIS of the name at registration. Should one of the parties not register or cancel, the remaining participant will be charged the single supplement rate. AIS will not provide partners for such a room sharing arrangement and in no circumstance will be liable for any losses or damages arising from any shared accommodations. The full registration fee (plus single supplement when applicable) will be charged all participants regardless of the number sharing accommodations.

**SPECIAL ITEMS:** Special needs including restricted or modified diets must be requested at the time a reservation is submitted. Every effort will be made to accommodate such requests within the trip's arrangements, but additional fees may be necessary.

Double occupancy rooms may have twin or double beds. Efforts will be made to accommodate specific requests for type of bed if made at the time of reservation but cannot be guaranteed. Single rooms tend to be smaller and all rooms may be separated from other trip participant rooms.

All participants must provide complete and accurate reservation information by the final payment date including identification data (such as passport details) if required.

Participants must be in good physical and mental health and confirm that when submitting their reservation request. Should a participant require medical assistance because of any accident or other health event during the trip, securing and paying for such assistance is the sole responsibility of the participant. AIS does not guarantee any refund of any portion of trip fees should such an event make it impossible for the participant to continue the trip. Travel arrangements for the participant's return home are the responsibility of the participant.

From time to time, AIS will photograph trip and trip related activities. All participants consent to the use of their likeness in AIS and AIS print and all media unless they specifically indicate their preference in writing before the trip commences.

Any issues pertaining to the trip during the trip should be addressed to the Trip Director. AIS reserves the right to immediately remove any participant from the trip for failure to abide by its regulations, the regulations of hotels or other contracted service providers or the instructions of the Trip Director. Participants who are removed waive the right to a refund of any part of the trip fee and must return to their homes at their own expense.

Each trip participant must sign a *Responsibility Statement and Liability Disclaimer* form. Payment of the reservation fee shall constitute consent to all the provisions of these terms and conditions and information contained in the trip announcements and descriptions. Payment also constitutes consent to the "*Responsibility Statement and Liability Disclaimer*" whether or not the participant shall also have signed a paper copy of it. No warranties, representations, terms or conditions apply to AIS trips unless expressly stated within the Terms and Conditions or in a letter signed by an authorized AIS officer.

## RESPONSIBILITY STATEMENT AND LIABILITY DISCLAIMER

There are many risks and uncertainties inherent in any travel, 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. The American Ivy Society (AIS) shall not be held liable for personal injury, death, property damage or accident, delay, irregularity or other loss suffered by a participant in this trip arising out of any of these uncertainties or because of negligent acts or omissions of trip staff or others.

The AIS reserves the right, without penalty, to make changes in the published itinerary whenever, in its judgment conditions warrant, or if it deems it necessary for the comfort, convenience or safety of trip participants. The AIS also reserves the right, without penalty, to withdraw the announced trip, 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 of the individual participant.

The AIS accepts no liability for participants' purchase of non-refundable travel tickets to the trip departure city and return should there be a trip cancellation or date modification. Baggage and personal effects are at all times the sole responsibility of the participant.

Dates, schedules, program details, and costs, although provided in good faith based on information available at the time of publication of the trip announcement and description are subject to change and revision.

The undersigned has read carefully this Responsibility Statement and Liability Disclaimer, the schedule of activities for this trip, as well as the "Terms and Conditions" of application and participation as set forth separately and in the trip description(s), and recognizes and accepts any risk associated with the trip and the conditions, including the refund policy. In consideration of, and as part payment for, the right to participate in the trip, the undersigned, on behalf of himself, his dependents, heirs, executors, administrators and assigns, agrees to release the AIS, its officers, volunteers, employees, representatives or agents from any and all liability for any loss, death, or injury to person or property suffered by any person in connection with this trip.

In addition, by registering for this trip, the applicant certifies that he/she is mentally and physically capable of full participation in it; and each applicant agrees to sign a paper copy of this disclaimer form.

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Trip Participant \*

Date: \_\_\_\_\_ \* Each participant is to sign a form. Married participants are each to sign a form.