



TERMS & CONDITIONS, RELEASE OF LIABILITY, AND ARBITRATION AGREEMENT

The following Terms and Conditions are applicable to your trip. "CTA" is defined in this Agreement to include Curriculum Travel of America, Inc., your school, association, organization or sponsor, and chaperones if applicable, and its/their employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns. The term "Participant" refers to the individual trip registrant, or if a minor, also the registrant's parent or guardian.

Trip Price: The Trip Price is based upon the features of your trip and a minimum number of travelers; a change in either may cause the Trip Price to increase, and therefore the payment schedule to change. An increase in supplier costs (e.g., fuel or energy surcharges, tax increases, etc.) may cause the Trip Price and payment schedule to change.

Non-Refundable Registration Fee, Payments and other Fees: The non-refundable Registration Fee (\$25 for a one-day trip, or \$75 for a multiple-day trip), is included in your initial payment during registration. Installment payments incur a \$5 fee per installment; late payments a \$15 fee; returned checks a \$30 fee; reinstatement of a previously cancelled participant (subject to CTA and Organization approval) a \$35 fee. For airfare, any correction of your name within 75 days of departure, if permitted by the air carrier, incurs a \$100 fee. Your registration is subject to cancellation without refund if any payment is not received when due. Non-refundable Registration Fees and all other fees are non-refundable.

Cancellations and Refunds: Cancellations must be submitted either online at your *My Account* screen, or emailed to cancel@ctafieldtrips.com, and received no later than your trip departure date. Refunds usually take 4-6 weeks. Within 24 hours following receipt of your registration and initial payment, you may cancel your CTA program and receive a full immediate refund.

Individual Cancellation Waiver (ICW): This valuable and optional program is only available at the time of Registration and assures a refund for almost any reason if you individually cancel your participation on the trip up until the day of departure. ICW entitles you to a refund of all monies paid less the ICW cost, the non-refundable Registration Fee, and all other fees applied up to the date of cancellation. When Airfare is included, ICW also covers airline ticket value when canceling before the Air Cut-off Date. Canceling on or after the Air Cut-off Date, the air ticket value is deducted from your ICW refund. If you choose not to participate in the ICW program by entering "NO" on the ICW selection screen, then you are subject to the Standard Cancellation Policy and may lose up to 100% of monies paid. The ICW cost is in addition to the Trip Price and will be included in your first payment amount. Sponsoring Organization has sole discretion to include as mandatory, or prohibit, ICW participation for all registrants.

Standard Cancellation Policy: If you choose not to enroll in the ICW, cancellation fees will apply. A percentage fee of the Trip Price, plus the Registration Fee and all other fees assessed up to your date of cancellation are non-refundable if your cancellation notice to CTA is received: (i) 90 days or more prior to departure, incurring a 20% fee; (ii) 89-60 days prior to departure incurring a 50% fee; (iii) 59-30 days prior to departure incurring a 75% fee; (iv) 29 days or less prior to departure, no refund will be given.

COVID-19 Special Refund addendum [effective 9/7/21 to 6/30/22]: If your entire group cancels due to state or federal government restrictions related to the COVID-19 pandemic up to 60 days prior to departure, the Trip Price less the non-refundable Registration Fee is refundable to ALL TRIP PARTICIPANTS.

Cancellations due to Governmental Action or Impossibility of Performance: In the event a trip is canceled or postponed due to the actions of any governmental or civil authority, school or school district, or a cancellation is caused for any other reason beyond the control of CTA, tour participants will be entitled to a refund of monies paid less non-recoverable expenses prepaid or incurred by CTA and the non-refundable Registration Fee.

Trip Changes: Changes or substitutions in the trip itinerary due to events beyond CTA's control may be made at the sole discretion of CTA as it deems necessary or desirable. Whenever possible, suitable alternatives will be provided.

Behavior Code: Participants violating the sponsoring Organization's behavior code either before or during the trip, may, at the Organization's discretion, result in the participant being sent home from the trip at their own expense with no refund.

Dietary, Health, Medical: Participant is solely responsible for their own medications, vaccinations and any other medical care and treatment prior to, and during the trip. Participant acknowledges and agrees to comply with any face masks requirements at a trip site or activity. CTA cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant.

Third-Party Providers: CTA, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "CTA") does not own, operate or control any person or entity which is contracted to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, CTA is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

Uncontrollable Circumstances: Without limitation, CTA is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, actual, perceived or threatened epidemics, or for any other cause beyond the direct control of CTA. For further information regarding travel to your specific destination(s), you are encouraged to visit the Centers for Disease Control and Prevention's Travelers Health website at www.cdc.gov/travel.

Arbitration Agreement: Participant agrees that any dispute concerning these Terms & Conditions and/or any other matter concerning the trip, including, but not limited to, any events and circumstances occurring during the trip, shall be resolved solely and exclusively by binding arbitration in Allentown, Pennsylvania pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Pennsylvania shall apply. By accepting these Terms and Conditions, you are irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury.