

# IMPORTANT INFORMATION

## AGREEMENT & RELEASE (the "Agreement")

1. I AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD INTERACT TRAVEL, INC. ("ITI") AND ITS AGENTS AND EMPLOYEES, MY LOCAL SCHOOL AND SCHOOL DISTRICT, AND THE ORGANIZING TEACHERS AND/OR OFFICIAL ASSISTANTS HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES AND OTHER COSTS OF LITIGATION) ARISING FROM OR IN ANY WAY CONNECTED WITH: (A) MY PARTICIPATION IN AN ITI PROGRAM, (B) MY BREACH OR VIOLATION OF THIS AGREEMENT, OR (C) ANY ACT OR OMISSION THAT I COMMIT OR ENGAGE IN WHILE PARTICIPATING IN AN ITI PROGRAM, EXCEPT TO THE EXTENT THAT ANY SUCH CLAIMS OR CAUSES OF ACTION ARISE SOLELY FROM ITI'S GROSS NEGLIGENT OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, I AGREE THAT ITI'S LIABILITY, IF ANY, UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY ME FOR THE PROGRAM. I FURTHER AGREE THAT ITI ASSUMES NO RESPONSIBILITY FOR LOSS OF MY PASSPORT, AIRLINE TICKETS, OR OTHER TRAVEL DOCUMENTS, LOSS OR DAMAGE TO MY LUGGAGE OR PERSONAL BELONGINGS. IN NO EVENT SHALL ITI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS WITHOUT LIMITATION, LOST PROFITS OR WAGES. Each program begins with the takeoff of the international flight and ends upon completion of the return flight to the United States. ITI is not responsible for events beyond its control, such as acts of God, war, terrorism, strikes or government restrictions or delay caused by persons not controlled by ITI, such as airlines, bus companies, railways, and hotels. ITI reserves the right to terminate any participant's program at any time for reasons which appear to be valid. ITI SHALL HAVE THE RIGHT, WITHOUT ADVANCE NOTIFICATION TO MY PARENTS, WITHOUT ESCORT OR REFUND, AND AT MY OR MY PARENTS' EXPENSE, TO SEND ME HOME IF I AM UNDER THE AGE OF 21 AND I DRINK, SAMPLE ALCOHOLIC BEVERAGES, USE ILLEGAL DRUGS OR VIOLATE ITI'S CODE OF CONDUCT STATED AT PAGE 3 OF THE PREGUNTAS STUDENT BOOKLET. ITI DOES NOT ACCEPT PARENTAL PERMISSION FORMS AUTHORIZING THEIR SON/DAUGHTER TO DRINK OR SAMPLE ALCOHOLIC BEVERAGES. FURTHERMORE, I AM ADVISED THAT THEFT OR USE AND/OR POSSESSION OF ILLEGAL DRUGS CONSTITUTES A VIOLATION LOCAL, STATE, FEDERAL OR FOREIGN LAW AND MAY BE PUNISHABLE BY IMMEDIATE IMPRISONMENT. CONSULAR INTERVENTION WILL NOT BRING ABOUT THE RELEASE OF THE OFFENDER.

2. I agree that this is a supervised program and I am subject to the authority of my Organizing Teacher at all times. I further agree that ITI has the right to enforce the Code of Conduct stated at page 3 of the Preguntas Student Booklet, which is incorporated into this Agreement by reference. In addition, I agree to stay in my assigned hotel room/home from 10 p.m. - 7 a.m. unless I am with my Organizing Teacher, host family, or unless an emergency exists. I understand and agree that if I fail to abide by any of these policies, a collect phone call will be made to my parents by the Organizing Teacher or ITI. If ITI deems it appropriate, I agree that ITI may send me home without escort, at my or my parent's expense, with no refund granted.

3. I understand that if I am expelled from school or otherwise disciplined by my teacher, my school or by local authorities, or if I am charged with or convicted of any crime, or if I fail to meet any oral or written requirements for participation in the program as set forth by ITI, my teacher or school, I will be declared ineligible to participate in the ITI program and I will be subject to ITI's standard cancellation policy described below under the section entitled: "CANCELLATION/REFUND POLICY".

4. If I become ill or incapacitated, I agree that ITI may take whatever action it deems necessary to preserve my health and safety including, without limitation, obtaining medical treatment for me at my expense, and/or transporting me at my own or my parents' expense back to my home for medical treatment. ITI is not responsible for the quality and timeliness of any such medical treatment received by me. I agree to pay any extra expenses incurred on my behalf by ITI for medical or other related reasons. If ITI has paid such expenses, I will reimburse them immediately upon my return. I also agree to reimburse ITI for all costs of collection, including reasonable attorney's fees and costs, relating to payment of medical expenses or any other amount due under this Agreement.

5. I agree that ITI is not responsible for my well-being when I am absent from ITI-supervised activities. I shall be exclusively liable for any financial obligations I may incur or any damage or injury I may cause while participating in an ITI program.

6. I agree that any social media or video likenesses taken of me while participating in an ITI program and any of my comments or statements may be used in future materials published or produced by ITI.

7. 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 program, nor be of any harm or inconvenience to myself or the other participants.

8. I agree that I am solely responsible for obtaining and carrying proper travel documents, and if I am not a U.S. citizen, the appropriate visas for countries I am to visit. Further, I shall hold ITI harmless if I am unable to obtain the necessary documents for participation in the program. I understand that inability to obtain these visas or other documents does not constitute grounds for withdrawal with full refund; the standard cancellation will apply as listed the section below entitled "CANCELLATION/REFUND POLICY".

9. I grant to ITI the right to select a replacement for my Organizing Teacher if he/she is unable or unwilling to participate in the program.

10. I understand that if events outside ITI's control require a change in the student fee that my Organizing Teacher will receive written notification with available options and deadlines.

11. I agree that ITI reserves the right to determine airlines and flight routings.

12. I agree that ITI and/or the air carrier have the right to substitute airlines, to make changes in equipment, in the published itinerary, in the departure and arrival dates, times, or cities, or to alter the itinerary and I agree to accept any such changes. No refunds will be made in the event of changes in the itinerary occurring prior to or after departure.

13. I understand that all information pertaining to my program, including statements and air tickets, are emailed directly to my Organizing Teacher.

14. This Agreement may not be modified except in writing signed by an authorized ITI representative. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. All disputes, claims for relief, causes of actions, or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the state or federal courts having jurisdiction over Brown County, Wisconsin. I consent to the jurisdiction and venue of such courts and expressly waive all objections based on the doctrines of personal jurisdiction or forum non conveniens. I KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE MY CONSTITUTIONAL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTES, CLAIMS FOR RELIEF, CAUSES OF ACTIONS, OR COUNTERCLAIMS THAT MAY ARISE UNDER THIS AGREEMENT AND AGREE THAT ANY LITIGATION BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE HEARD BY A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY. I HEREBY CONFIRM THAT I HAVE REVIEWED THE EFFECT OF THIS WAIVER OF JURY TRIAL WITH COMPETENT LEGAL COUNSEL OF MY CHOICE, OR HAVE BEEN AFFORDED THE OPPORTUNITY TO DO SO PRIOR TO SIGNING THIS AGREEMENT.

15. I understand that ITI does not investigate or actively monitor the Organizing Teacher and Official Assistants. Instead, I shall perform any investigations, background checks, interviews and the like that I determine, in my sole discretion, are necessary prior participating in an ITI program. ITI HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING ANY ORGANIZING TEACHER AND OFFICIAL ASSISTANTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE CHARACTER OR BACKGROUND OF AN ORGANIZING TEACHER AND OFFICIAL ASSISTANTS.

16. No claim, regardless of form, arising out of or in connection with this Agreement, may be brought against ITI more than ninety (90) days after the date on which the cause of action accrued.

17. All of the terms and conditions of the ITI Preguntas Student Booklet are incorporated herein by reference and made a part of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms of the ITI Preguntas Student Booklet, the terms and conditions of the Agreement shall govern and control.

18. I acknowledge and agree that my participation in the ITI program shall be automatically cancelled if I miss any payment deadline. Time is of the essence with respect to all payment deadlines.

## CANCELLATION/REFUND POLICY

If I wish to voluntarily cancel my participation in the ITI program, I must notify ITI in writing of such cancellation: [interact@interact-travel.com](mailto:interact@interact-travel.com). The cancellation date is determined by the date that ITI receives my cancellation.

### CANCELLATION WITH IMMEDIATE REPLACEMENT:

Cancellation with Immediate Replacement is available through 125 days prior to departure. ITI's official form should be obtained from the Organizing Teacher. I will be entitled to a refund, less a \$200 processing fee, if I am able to find a replacement participant suitable to the Organizing Teacher. I understand that I am solely responsible for locating a suitable replacement.

### STANDARD CANCELLATION (NO REPLACEMENT)

If I am unable to find a suitable replacement participant, the following shall apply:

1. \$450 is non-refundable & non-transferable through 125 days prior to departure.
2. From 125 days prior to departure through 50 days prior to departure: \$850 is non-refundable & non-transferable; optional tour fees are also non-refundable & non-transferable. Possible airline, touring, and hotel penalties are additional.
3. Less than 50 days prior to departure: no refund.