

CONTRACT FOR PARTICIPATION  
TERMS AND CONDITIONS

THIS INFORMATION IS IMPORTANT. PLEASE READ IT CAREFULLY.

**Responsibility Clause:** Heritage Education and Festivals, LLC, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "BGA") does not own, operate or control any person or entity which is 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, BGA is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

Without limitation, BGA 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 BGA. In the event of any disruption of any travel plans or any delay or inability to depart or arrive timely for any of the reasons detailed in this or the proceeding paragraph, any extra or incidental costs such as, but not limited to, hotel accommodations, meals or alternative transportation expense, will be borne by participant.

Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond BGA's control at the discretion of BGA as it deems necessary or desirable. On certain dates some attractions or activities may be closed. BGA at its sole discretion may cancel a program due to insufficient enrollment, unforeseen operational difficulties, lack of projected availability, or any other reasons at any time. BGA reserves the right to cancel any trip with its sole obligation to refund all monies minus fees for returned checks and merchandise fees received by it for the trip. BGA reserves the right to take photographic or film records of any of its trips and participant agrees that BGA may use any such photographic or film records for promotional and/or commercial purposes, as well as approve of such use by third parties whom BGA may engage without any remuneration to participant. Participant assigns to BGA all right, title, and interest in or to any and all media in which his or her name or likeness might be used. BGA reserves the right to decline to accept or retain any person as a member of any trip. In the event a member is expelled from a trip, no refund of any kind will be made. These terms and conditions can be changed only by a writing signed by an officer of BGA.

Participants understand that they are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment.

Every participant must have the required documentation necessary to participate in the trip prior to the date of departure. The participant is solely responsible for obtaining a passport or visa in order to travel. If a participant is unable to travel due to the lack of a passport or visa or necessary inoculations, the standard cancellation policy will apply. Passports must be valid for at least six months after your return date. It is the responsibility of the participant to check the requirements for travel between the United States and the countries to be visited. Visit <http://travel.state.gov> for more information.

**Travel/Medical Insurance:** BGA strongly recommends that all participants purchase a comprehensive travel insurance program before traveling overseas. The program should at least cover medical and dental expenses. BGA will send you information following your registration regarding a Student Travel Protection Plan that it offers for purchase. If you have any questions about the Student Travel Protection Plan, please refer to the description of coverage provided.

**Name Change:** BGA will assess a \$100 fee to any individual who requires a name change on his/her ticket. Any request for a name change within 60 days of departure may be denied by the air carrier and will be subject to additional fees.

**Arbitration:** Any dispute concerning this contract, the Terms & Conditions and/or rules and regulations concerning the trip, the literature concerning the trip and/or the trip itself, shall be resolved solely and exclusively by binding arbitration in Salt Lake City, Utah pursuant to the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the State of Utah shall apply. In any such arbitration, the arbitrator may, but is not required, to award attorney's fees to the prevailing party.

**Miscellaneous:**

BGA may take whatever action it deems necessary in regard to Participant's health and safety including, without limitation, obtaining medical treatment on his/her behalf and transporting him/her at parents' expense home for medical reasons.

BGA and the Director will establish rules for all participants. Failure to comply with such rules may entail termination as a participant and return home at participant's or parents' expense, with no subsequent refund from BGA. Possession or use of tobacco products is not allowed. **This trip has a zero tolerance for participants using or possessing alcoholic beverages.** Drug possession or use (other than those lawfully prescribed by a licensed physician) is forbidden. Possession of alcoholic beverages in violation of this policy, or illegal drugs is grounds for immediate dismissal of the participant and return home of that participant at the expense of the participant or the participant's parents.

BGA retains the right to alter, amend, or cancel any programs and to make any adjustment to program cost prior to departure in order to meet unanticipated contingencies, including, but not limited to, any change in transportation costs, government fees, program cost, or lack of participation or low enrollment in the program. Such changes in the program, including increases in program prices based on these changes, are not grounds for cancellation without penalty.

Participant agrees to indemnify BGA, its agents, and employees, and hold them harmless, for any financial liability or obligation which he or she personally incurs, or injury or damage to the person or property of others caused or contributed to, while participating in an BGA program.

BGA programs which travel by air are generally booked on promotional airfares. These fares have certain restrictions regarding reservations and cancellations. If my reservation is cancelled AFTER the ticket has been issued by the air carrier, the amount of the airline cancellation penalty will be forfeited in addition to other cancellation penalties listed below. Airfares are subject to increase at any time prior to purchase.

Cancellation of an BGA program must be IN WRITING. Upon cancellation, the following will be made:

- a) Reservations cancelled at least forty-five (45) days prior to departure. BGA will refund all amounts paid, less a \$25.00 processing fee per person and all applicable airline and other cancellation fees.
- b) Reservations cancelled less than forty-five (45) days prior to departure, but more than seven (7) days prior to departure, BGA will charge a 50% cancellation fee based on the program price plus all applicable airline and other cancellation fees,
- c) Reservations cancelled less than 7 days prior to departure, no refund is given,
- d) If the program is cancelled by BGA, the participant shall be entitled to a full refund of all amounts paid less fees.

There will be no refunds, and/or substitutions for services, meals, sight-seeing, accommodations, or transportation (including air fare) missed or not used by participants for any reason, once the program has begun.

All financial responsibilities will be coordinated through the Director. Complete payment schedule is available from the Director. Final itinerary with hotel name, address and phone number, will be sent to the Director at least two weeks prior to departure if final payment has been received. Participants are financially responsible for their own hotel room service, phone calls, and other personal expenses. Participant charges must be cleared from the hotel room bill the night before departure. Participants are responsible for damages and/or losses they cause while on the tour. Airline tickets, (where applicable) will be mailed to the Director when total group payment is received.

**Date Change:** On occasion, BGA must change dates of a scheduled program. If you find it necessary to cancel because your program dates are changed by BGA, you will be refunded all monies minus fees if your letter of cancellation is postmarked no more than 14 days after the date change is announced. Your letter must state that the date change is your reason for canceling.

**BEHAVIOR CODE AND RULES & REGULATIONS:**

The Heritage Education & Festivals, LLC tour you have elected to attend offers many unique opportunities and experiences. Beyond the educational benefits, the tour offers opportunities to form new friendships and to meet the challenges of independence.

We at BGA promote a tour atmosphere where chaperones and students support one another with genuine respect. As a student participant, it is your responsibility to help make the tour a positive and enjoyable experience for yourself, fellow students, director, and chaperones. All participants are expected to demonstrate high standards of conduct and to accept personal responsibility and consequences for their actions. You are expected to exhibit honesty, courteousness and consideration toward others. This includes those in your group, as well as anyone else with whom you may come in contact, such as bus drivers, guides and restaurant and hotel staff.

Our goal at BGA is to make this trip an educational, safe and enjoyable experience for everyone. We require your cooperation and commitment to the following behavior standards to help us meet this goal. We expect the student/participant to obey the following rules of behavior as well as any other rules placed by your Director:

- The student is to follow the directions and the rules and regulations established by the Director, the chaperones and/or BGA both prior to and during the trip.
- Alcohol and Tobacco – No use of tobacco or non-prescription drugs is allowed. No consumption of alcoholic beverages is allowed.
- Drugs – International laws and penalties with regard to the possession and usage of narcotics are more severe than those in the United States. Whether a juvenile or adult, you are out of the U.S. government jurisdiction. All drug use is strictly prohibited.
- Arrests – BGA participants arrested by foreign authorities are not the responsibility of BGA. If arrested, the student may be subject to prosecution by local law enforcement authorities and must understand that BGA has no obligation to defend him/her in such proceedings. Parents and guardians will be informed of the phone number and address of the appropriate law enforcement agency to contact.
- The student shall comply with all rules and regulations of the various governmental agencies and third party vendors such as airlines, hotels, bus companies, etc.
- The student shall respect and follow the directions of the chaperones, Director and BGA staff.
- The use of hotel facilities carries with it the responsibility of leaving them in the same conditions in which they were found. The student is responsible for any damage.
- Quiet hours at the hotel will be observed from 11:00PM until 5:00AM. Curfew at the hotel is 11:00PM. Students must remain in his/her room until the start of the following day's activities.
- Students may not leave the group at any time unless specifically authorized to do so by the chaperones or the Director.
- The student must sleep in his/her assigned hotel room each night.
- Good common sense, respect, and consideration for others and their property should be practiced daily.
- The student is solely responsible for keeping safe possession of his/her passport and other travel tickets and documents.

If the student should violate any of these rules, he/she may be sent home at the sole discretion of the chaperones or the Director. In such cases, the parent/guardian will be contacted and the student sent home at the parent's expense.

**BOWL GAMES OF AMERICA • BGA PERFORMANCE**

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