

Please fill out this form in blue or black ink and print in CAPITAL LETTERS. Fill in circles completely (example: ●). Do not attach anything to this form.

<b>Group Name:</b> <b>Tour Name:</b> <b>Tour Dates:</b> <b>Tour Organizer:</b>	<b>Tour ID:</b>
---	-----------------

**Participant Information**

MALE     FEMALE     STUDENT     ADULT

LEGAL FIRST NAME

LEGAL LAST NAME

PARENT'S FIRST NAME (REQUIRED IF REGISTERING A STUDENT)

PARENT'S LAST NAME (REQUIRED IF REGISTERING A STUDENT)

MAILING ADDRESS

CITY

STATE

ZIP

EMAIL ADDRESS

HOME PHONE

WORK PHONE

CELL PHONE

**Cancellation Protection Program (CPP) – Protect your Trip Payments!**

CANCELLATION PROTECTION PROGRAM

- Sometimes, participants are forced to cancel travel plans due to illness, playoff games, scheduling conflicts and many other unforeseen issues. To protect your payments, Gerber Tours offers the essential Cancellation Protection Program (CPP) which assures you a refund less processing fees in case you need to cancel for almost any reason. Please see **Terms & Conditions on reverse side** and the attached flyer for a full explanation.
- The CPP cost is \$ . . . This amount is in addition and is separate from your Tour Price. To enroll in the program please fill in the appropriate option below:

**YES!** Please enroll me in the CPP – Please make your **separate check** for \$      payable to Gerber Tours, Inc and return with your initial deposit to your Tour Organizer.  
 No, I do not wish to be enrolled in the CPP. I understand that my decision is final and that I may lose up to 100% of the monies paid should I need to cancel for any reason.

**Form must be signed by Tour Participant or, if a Minor, Parent or Legal Guardian**

By signing below I assert that I am over 18 years of age and the participant, OR I am the parent/legal guardian of the above mentioned participant. I have read and have agreed to Gerber Tours' Terms & Conditions appearing on the reverse side of this page and on our website at [www.gerbertours.com/terms/gc](http://www.gerbertours.com/terms/gc)

\_\_\_\_\_  
Signature of Participant or Parent/Legal Guardian

\_\_\_\_\_  
Date

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

## TERMS & CONDITIONS

---

**Tour Price:** Tour Price is based upon the elements of your tour and a minimum number of travelers. Any change to tour elements, change in the number of Tour Participants or an increase in supplier costs (e.g. fuel surcharges or tax increases) may cause the Tour Price, and therefore the payment schedule to change.

**Deposits and Payments:** Your completed Registration Form and initial, non-refundable booking deposit are due back to the Tour Organizer by the date indicated on the Registration Form. Please see your Tour Organizer for detailed information on subsequent payments.

**Cancellations and Refunds:**

**Cancellation Protection Program (CPP):** This optional, highly valued program assures a refund in case you need to cancel participation on the tour for almost **any reason** up until the day of departure. The program entitles you to a **refund of all monies** paid to Gerber Tours on your behalf, minus the cost of the Program, the non-refundable booking deposit, and any applicable returned check fees (\$25). If you choose not to participate in this Program by filling in the "No" circle on your Registration Form, you are subject to the standard cancellation and may lose up to 100% of monies paid. CPP cost is in addition to the Tour Price and is only available at the time of registration. Enrollment in the CPP is not available within 60 days of departure. Please make a **separate check** payable to Gerber Tours, Inc. for the amount indicated on the reverse side of this form. Refunds under the program are not available in the unlikely event your trip is cancelled or in the event of acts of government, epidemics, force majeure events or acts of terrorism. All cancellation notices and requests for refunds must be in writing and mailed to Gerber Tours, 1400 Old Country Rd. Ste 100, Westbury, NY 11590-5119 postmarked no later than your departure date. Maximum amount refunded will not exceed payments made to Gerber Tours from the Sponsoring Organization on your behalf. Refunds take approximately 4-6 weeks to process.

**Standard Cancellation Policy:** Since your sponsoring organization is responsible for all payments made on your behalf to Gerber Tours, all cancellation and refund policies are established by your sponsoring organization. Please direct any cancellation notices and/or refund requests to your sponsoring organization.

**Health Proxy Forms and Medical Matters:** You must submit to your Tour Organizer a complete and accurate Health History and Medical proxy. Any medical or physical conditions that chaperones should know or that may interfere with your participation on the Tour or with others on the tour must be stated on your Form. I authorize the adults on my tour to obtain emergency treatment as deemed necessary by medical professionals.

**Insurance:** Primary medical insurance is included for accident (\$3,000), illness (\$1,500) or accident related dental injury (\$500) that occur during travel. Pre-existing conditions are not covered and other terms apply.

**Behavior:** Participants are responsible for exercising sound judgment, caution and respect for people, places and things while on tour and are expected to adhere to all rules and regulations set forth by the Trip and chaperones. Failure to do so, may result in the participant being sent home at own expense with no refund.

**Arbitration:** Any controversy or claim arising out of or relating in any way to these Terms and Conditions or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in New York City, New York in accordance with the commercial rules of the American Arbitration Association then existent. In any such arbitration the substantive (but not procedural) law of New York will apply.

**Cancellations due to Governmental Action or Impossibility of Performance:**

In the event a trip is cancelled 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 Gerber Tours, tour participants will be entitled to a refund of monies paid less non-recoverable expenses prepaid or incurred by Gerber Tours and the non-refundable booking deposit.

**Responsibility Clause:** Gerber Tours, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "Gerber") your school or other sponsor, city or town, Board of Education, chaperones, if applicable, and its and their employees, (collectively, "Sponsor" ) 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, neither Gerber nor your Sponsor is liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

Without limitation, neither Gerber nor your Sponsor is 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, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Gerber or your Sponsor.

Changes in hotels or itinerary may be made at the discretion of Gerber or your local ground operator as it or they deem necessary or desirable. Gerber reserves the right to take photographic or film records of any of its trips and participant agrees that Gerber 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 Gerber may engage without any remuneration to participant. Participant assigns to Gerber all right, title, and interest in or to any and all media in which his or her name or likeness might be used.

Gerber 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. Gerber reserves the right to cancel any trip with its sole obligation to refund all monies received by it for the trip. Trip participants are solely responsible for securing their own passports, visas, medical inoculations, etc. These terms and conditions can be changed only by a writing signed by an officer of Gerber.

**Seller of Travel Laws** Gerber Tours complies with all applicable state seller of travel laws and has registered as follows: **Arizona** Exemption as an ARC Travel Agency #33515285 **California** (CST #2021080-40) Registration as a seller of travel does not constitute approval by the state of California. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. **Florida** Exemption as an ARC travel agency #33515285 **Hawaii** Travel Agency Registration TAR6263 **Iowa** Travel Agency #538 Nevada Travel Agency Registration 2005-0134 **Oregon** Registry #313609-93 **Washington** Seller of Travel Reg. #602 052 263

# CANCELLATION PROTECTION PROGRAM

Protects  
Tour  
Payments!

## For security and peace of mind, enroll in our Cancellation Protection Program (CPP).

### A high-value program designed for convenience and protection.

The CPP allows a full refund of Tour Payments (minus the CPP cost and non-refundable items\*) if a Participant is unable to travel because of illness, sports obligations, scheduling conflicts or any other unforeseen events.

### Safeguard Tour Payments!

Without the CPP, cancelled trips can cost up to 100% of Tour Payments, which is why more and more Participants are taking advantage of the program and protecting their payments. **It has increasingly become the "Gold Standard" among traveling participants.**



### Simple enrollment and peace of mind!

The CPP is highly recommended by Tour Organizers and Participants. Enrollment is available at the time of Registration. To enroll, simply elect the "Yes!" option on the Registration Form and follow the payment instructions.

### Unexpected events are a part of life, we can't always plan for them...

...but we can plan for the possibility that we may encounter such situations, which is why the CPP is a safety measure worth taking. Anticipate this possibility and protect your Tour Payments, it's well-worth the small investment.

Essential  
and  
Affordable!

#### PROGRAM TERMS

- All cancellation notices and requests for refunds must be in writing, include the Registrant's name and be mailed to Gerber Tours postmarked no later than the Tour's departure date.
- If the CPP is declined, Participants are subject to the Standard Cancellation Policy as outlined on Registration Forms.
- Refunds take approximately 4 – 6 weeks to process.
- Refund total will be based on the Tour Price as contracted between Gerber Tours and Sponsoring Organization and on the total amount received for that participant at the time of cancellation (minus the CPP cost and non-refundable items\*).
- Only Registered Participants are eligible for refunds.
- Refunds will be made by sponsoring organization if participant cancels prior to final payment being received by Gerber Tours, Inc.
- Refunds under the CPP are not available if the Sponsoring Organization cancels the entire Tour or in the event or threat of acts of government, epidemics, force majeure events or acts of terrorism.

\*Non-refundable items include the non-refundable booking deposit, installment fees, late payment and/or returned check fees.