

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 If you choose not to enroll in the CPP cancellation fees will apply. 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 Tour Organizer 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.

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