

PARTICIPANT APPLICATION

(PLEASE MAKE DUPLICATE FOR EACH TRIP PARTICIPANT)

TO BE RETURNED TO:

**EDUCATIONAL TRAVEL CONSULTANTS,
INC.
P.O. BOX 1580
HENDERSONVILLE, NC 28793**

PART I: SPECIFY TRIP SELECTION:

PART II: DEPARTURE DATE:

PART III: DEPARTURE CITY AND SCHOOL:

PAYMENT OF ALL PROGRAM FEES MAY BE PAID BY CHECK OR MONEY ORDERS.

WITHDRAWAL PENALTIES:

1) FIRST DEPOSITS ARE NOT REFUNDABLE, BUT CAN BE TRANSFERRED TO A STUDENT NOT ALREADY SIGNED UP TO TRAVEL WITHOUT PENALTY (UNLESS AIRLINE / AMTRAK TICKETS HAVE BEEN WRITTEN).

2) IF TRAVELER WITHDRAWS BETWEEN 8 WEEKS AND 35 DAYS BEFORE DEPARTURE, ALL PAYMENTS WILL BE REFUNDED LESS \$150.00

(Along with such charges levied by airlines, cruise lines, hotels, motorcoach companies, etc.)

3) LESS THAN 35 DAYS PRIOR TO DEPARTURE ALL PAYMENTS MADE ARE NON-REFUNDABLE.

ALL REFUND REQUESTS MUST BE SUBMITTED TO E.T.C. IN WRITING. FAILURE TO FOLLOW SPECIFIC REFUND GUIDELINES MAY RESULT IN REFUSAL OF THE REQUEST.

PART IV: TO BE COMPLETED BY APPLICANT.
(PLEASE PRINT OR TYPE)

1. LAST NAME: _____

FIRST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ - _____ AGE: _____ SEX: _____

DATE OF BIRTH: ____/____/____ PLACE OF BIRTH: _____

2. PARENT/GUARDIAN'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ AGE: _____ SEX: _____

3. NAME OF SCHOOL ATTENDING: _____

NAME OF SPONSORING TEACHER/CHAPERONE (IF ANY)

PART V: TO BE COMPLETED BY PARENT/GUARDIAN:

IS THE ABOVE IN GOOD HEALTH? (Y) _____ (N) _____
DOES THE ABOVE STUDENT HAVE ANY SPECIAL MEDICAL CONDITION (E.G. ALLERGIES, DIABETES, HEART AILMENT, ETC.)? (Y) _____ (N) _____
(IF YES, PLEASE EXPLAIN ON A SEPARATE SHEET)

APPLICANT AND PARENT/GUARDIAN HAVE READ AND ACCEPT THE TERMS & CONDITIONS PRINTED ON THE REVERSE SIDE.

SIGNATURE OF APPLICANT:

X _____

DATE _____

SIGNATURE OF PARENT OR GUARDIAN:

X _____

DATE: _____

PLEASE READ BOTH SIDES OF THE PARTICIPANT APPLICATION. A SIGNATURE IS REQUIRED IN ALL AREAS MARKED WITH AN "X"

NOTE: SIGNED APPLICATION DUE BACK TO ETC WITH YOUR FIRST DEPOSIT

TERMS & CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY, BECAUSE APPLICATION AND PAYMENT FOR A TRAVEL PROGRAM CONSTITUTES ACCEPTANCE OF THEM BY THE APPLICANT AND HIS/HER PARENT/GUARDIAN.

1. YOUR TRAVEL PROGRAM IS ARRANGED BY EDUCATIONAL TRAVEL CONSULTANTS, INC. ("ETC"), A NORTH CAROLINA CORPORATION, P.O. BOX 1580, HENDERSONVILLE, NC 28793. ETC ACTS ONLY AS AN AGENT FOR THE SUPPLIERS OF TRANSPORTATION, ACCOMMODATIONS, FOOD AND OTHER GOODS AND SERVICES CONNECTED WITH THE PROGRAM, ALL OF WHICH ARE INDEPENDENT CONTRACTORS. ETC IN NO WAY OWNS OR OPERATES THE VEHICLES OR FACILITIES TO BE USED DURING THE TOUR, AND ASSUMES NO RESPONSIBILITY FOR THE ACTS AND/OR OMISSIONS OF THESE INDEPENDENT CONTRACTORS, THEIR EMPLOYEES, AGENTS OR REPRESENTATIVES. ALL APPLICATIONS ARE ACCEPTED SUBJECT TO THE CONDITIONS IMPOSED BY THESE INDEPENDENT CONTRACTORS. NOTHING STATED HEREIN IS MEANT TO INTERFERE WITH YOUR LEGAL RIGHTS AGAINST ANY CARRIER(S) OR SUPPLIER(S) OF SERVICES. ETC WILL MAKE NO REFUNDS FOR ELEMENTS OF THE PROGRAM YOU DO NOT USE. ETC RESERVES THE RIGHT TO REFUSE TO ACCEPT OR TO RETAIN AS A MEMBER OF ANY TOUR ANY PERSON AT ANY TIME. PRICES QUOTED ARE PER PERSON, QUAD OCCUPANCY, UNLESS OTHERWISE SPECIFIED.

2. ETC ITS EMPLOYEES AND AGENTS, THE TEACHER-CHAPERONES AND MY LOCAL SCHOOL ARE NOT RESPONSIBLE TO ME FOR EVENTS BEYOND THEIR CONTROL SUCH AS (WITHOUT LIMITATION) STRIKES, TERRORISM, WAR, DELAYS, WEATHER, ACTS OF GOD, OR GOVERNMENT RESTRICTION; OR ACTS, ERRORS OR OMISSIONS OF PERSONS OR ENTITIES OUTSIDE THEIR CONTROL INCLUDING (WITHOUT LIMITATION) AIRLINES, SURFACE TRANSPORTATION COMPANIES; OR FOR THE FAILURE OF ANY OF THESE ENTITIES TO PROVIDE THE TRANSPORTATION IT HAS CONTRACTED TO PERFORM OR TO HONOR A CONFIRMED RESERVATION. I HEREBY RELEASE ETC, ITS AGENTS AND EMPLOYEES, MY LOCAL SCHOOL, AND THE TEACHER-CHAPERONES FROM ALL CLAIMS ARISING OUT OF SUCH EVENTS, ACTS OR OMISSIONS.

3. THE RESPONSIBILITY OF PARTICIPATING AIR CARRIERS IS LIMITED, AMERICAN, US AIRWAYS, BRITISH AIRWAYS, AND OTHER IATA CARRIERS CONCERNED MAY NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY INCONVENIENCE, LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN CONNECTION WITH THE TOUR SERVICES DESCRIBED HEREIN, OTHER THAN THEIR LIABILITY UNDER TICKETS AND TARIFF PROVISIONS FOR CARRIAGE BY AIR FURNISHED BY THEM.

4. ETC IS NOT RESPONSIBLE FOR MY WELL-BEING WHEN I AM ABSENT FROM THEIR SUPERVISED ACTIVITIES OR ON A VISIT TO FRIENDS OR RELATIVES, I ALSO ACCEPT LIABILITY FOR ANY FINANCIAL OBLIGATION I MAY INCUR OR ANY DAMAGE OR INJURY I MAY CAUSE OR IS CAUSED BY MY NEGLIGENCE WHILE PARTICIPATING ON AN ETC PROGRAM. ETC. MUST RECEIVE SIGNED APPLICATIONS WITH FIRST DEPOSIT. IT IS THE STUDENT'S AND/OR PARENT OR GUARDIAN'S RESPONSIBILITY TO TURN IN SUCH APPLICATION (NO MATTER WHAT THE REASON) ETC WILL BE HELD HARMLESS IN ALL MATTERS PERTAINING TO THE TRIP. THE TRAVELERS WILL BE TOTALLY RESPONSIBLE FOR HIS ACTIONS AND/OR CONSEQUENCES.

5. CONDUCT OF STUDENTS: ALL TOUR MEMBERS SHALL OBSERVE REASONABLE RULES OF SAFETY AND CONDUCT AS DIRECTED BY THE TOUR ESCORT OR TEACHER/CHAPERONE WHO HAS ABSOLUTE AUTHORITY TO EXPEL ANY TOUR PARTICIPANT WHOSE ACTIONS OR BEHAVIOR ARE CONSIDERED DETRIMENTAL TO THE GROUPS WELFARE. EDUCATIONAL TRAVEL CONSULTANTS AND THE TEACHER/CHAPERONE IS RELEASED FROM ANY LIABILITY TO ANY EXPELLED MEMBER FOR SUCH EXPULSION AND NO REFUNDS SHALL BE MADE.

6. IF I BECOME ILL OR INCAPACITATED, ETC MAY TAKE WHATEVER ACTION IT DEEMS NECESSARY TO PRESERVE MY HEALTH AND SAFETY INCLUDING, WITHOUT LIMITATION, OBTAINING MEDICAL TREATMENT FOR ME AT MY EXPENSE BACK TO MY HOME FOR MEDICAL REASONS. I AGREE TO PAY ANY EXTRA EXPENSES INCURRED ON MY BEHALF FOR MEDICAL OR OTHER REASONS. IF MY TEACHER-CHAPERONE HAS PAID SUCH EXPENSES, I WILL REIMBURSE HIM OR HER. I ALSO UNDERSTAND THAT INCLUDES, AMONG OTHER BENEFITS, PAYMENT OF ALL OR A PORTION OF MY AIR FARE IF I MISS MY RETURN FLIGHT HOME FOR MEDICAL REASONS.

7. ANY FILM OR VIDEO LICENSES TAKEN OF ME WHILE PARTICIPATING IN AN ETC PROGRAM AND ANY OF MY COMMENTS OR STATEMENTS MAY BE USED IN FUTURE MATERIALS PUBLISHED BY ETC.

8. IF I WISH TO CANCEL MY RESERVATION IN AN ETC PROGRAM, I MUST DO SO IN WRITING. I HAVE NO RIGHT TO A REFUND FOR ANY ACCOMMODATIONS, MEALS, OR SERVICES THAT I DO NOT USE ONCE MY TOUR HAS BEGUN.

9. ETC AND THE AIR CARRIERS 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 (APPLIES ONLY TO FOREIGN DESTINATIONS), I.E. SUCH AS REVERSING THE ORDER IN WHICH THE VARIOUS CITIES ARE VISITED, 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: ETC WILL ATTEMPT TO FURNISH ALTERNATE SERVICES OR ACCOMMODATIONS.

10. ETC RESERVES THE RIGHT TO INCREASE THE PRICE OF ITS PROGRAMS BY THE AMOUNT OF ANY INCREASE IN ITS COST INCLUDING, WITHOUT LIMITATION, INCREASES IN AVIATION FUEL PRICES, AIR CARRIER TARIFFS AND/OR GOVERNMENT TAXES/SURCHARGES, MOTORCOACH FUEL PRICES ETC.. I AGREE TO PAY SUCH INCREASE IN PRICE AND SHALL NOT BE ENTITLED TO CANCEL MY RESERVATION AND RECEIVE A REFUND SOLELY ON THIS GROUND.

11. "PARTICIPANTS MUST INDICATE ANY MEDICAL PROBLEMS ON A SEPARATE SHEET WHICH MIGHT AFFECT HIS/HER PROGRAM PARTICIPATION. ETC WILL ARRANGE OR PROVIDE REASONABLE ACCOMMODATION TO PARTICIPANTS, BUT THOSE WHO REQUIRE MORE THAN MINOR ASSISTANCE MUST BE ACCOMPANIED BY A COMPANION OR HELPER WHO IS CAPABLE OF AND TOTALLY RESPONSIBLE FOR PROVIDING SUCH ASSISTANCE."

12. I AM RESPONSIBLE FOR OBTAINING THE APPROPRIATE PASSPORT AND VISAS.

13. YOUR PARTICIPATION IS SUBJECT TO THESE TERMS AND CONDITIONS, AND ANY CLAIM TO THESE TERMS AND CONDITIONS, AND ANY CLAIM OR DISPUTE SHALL BE GOVERNED BY NORTH CAROLINA LAW AND SUBJECT TO JURISDICTION AND VENUE OF THE COURT LOCATED IN HENDERSON COUNTY, NC, USA.

EDUCATIONAL TRAVEL CONSULTANTS, P.O. BOX 1580 HENDERSONVILLE, NC 28793