

# EF Explore America Booking Conditions

EF Explore America is the trade name of EF Explore America, Inc. EF Explore America, Inc. (hereinafter referred to as "EF") is a member of the EF global group of companies.

## DETAILS

These terms and conditions apply for all tours departing on or between October 1, 2018, and September 30, 2019. Participants enrolling on tours departing between October 1, 2019, and September 30, 2020, are subject to these Booking Conditions as well as any changes to the 2020 Booking Conditions and payment and cancellation schedules. These Booking Conditions are subject to change at any time with or without notice. Your agreement to these Booking Conditions constitutes your agreement to any updates which can be found online at [efexploreamerica.com/bc](http://efexploreamerica.com/bc). EF Explore America tours are sold and operated by EF Explore America, Inc. (hereinafter referred to as "EF").

## GROUP TRAVEL

### **What is a consolidated group?**

Consolidation provides small groups with the best value. EF's Program Fees are based on a minimum of 35 paying participants. To qualify for EF's Program Fees, it is usually necessary to combine a number of smaller groups into a larger one. Your group may therefore be combined with others that are not necessarily of the same age range. If EF is unable to consolidate groups on their requested tour, we will offer a comparable tour and apply the new Program Fee. In order to consolidate your tour, EF requests some flexibility with your date and destination choices. If we fail to offer a comparable tour, participants will receive a full refund. An additional \$200 Under 10 Supplement will be applied to all traveler accounts if the group size falls under 10 paying travelers. This will be applied to paying traveler accounts no later than 140 days before departure.

### **What is a private group?**

For large groups that want the privacy of their own tour bus and Tour Director, EF offers the private group option. The Program Fee for a private group is based on a minimum number of paying participants per bus and is subject to a price increase if the minimum is not met. Depending on the size of your group, it may be necessary to divide into smaller groups due to limited space at hotels, restaurants, and sightseeing venues, as well as on airplanes, trains, and buses.

### **Who meets groups upon arrival?**

Every EF bus has a full-time Tour Director who will meet you at your arrival airport. In rare cases, your Tour Director may not be able to meet you, but an EF representative will be available to accompany you to meet your Tour Director. Alternatively, groups bussing from their hometown will be met by their Tour Director at their first scheduled activity.

### **Can my itinerary change?**

It may be necessary for EF to modify the order in which sites are visited, alter the duration of stay in a city, arrange ground transportation to an alternate airport, etc. This may also involve a change in the departure, arrival, or return dates of a tour. EF makes every effort to ensure that the new departure date will be within one to two days of the requested dates. (Options are available for groups with less flexibility. For these options, have your Group Leader contact EF.) In rare cases, it may be necessary to move dates by up to three days within the requested departure dates. On certain dates, especially holidays, or due to flight arrival or departure times, some tour inclusions may be unavailable. In this case, EF reserves the right to substitute inclusions at its discretion.

## PEACE OF MIND PROGRAM

We understand that plans can change due to unforeseen circumstances. EF provides an exclusive Peace of Mind program to account for such situations. This program is automatically included for all travelers and can be enacted at the group level for any reason, including terrorism or other world events. Your Group Leader may choose from the following options:

### **45 days or more prior to departure**

- Change the travel dates of your group's current tour
- Work with EF to modify your group's current tour or find a new tour
- Cancel your tour and all travelers will receive a transferable travel voucher

## EF'S PEACE OF MIND PROGRAM TERMS & CONDITIONS

Benefits of the Peace of Mind program are only available to the entire group and not to individual travelers. Travelers missing any payment deadlines must pay any incurred late fees to qualify for this program. Revised tours must fall within the date range that these booking conditions are valid. If the revised tour has a higher price than the original tour, travelers will be required to pay the difference as a condition of traveling on the revised tour. If EF cannot accommodate a revised tour request and/or the group decides not to travel on the original tour, then the group may opt for travel vouchers. If the group does not travel on the original tour, travel on a revised tour, or receive a future travel voucher, standard cancellation fees will apply. Travelers cancelling from a revised tour will be charged a cancellation fee based on the date that the

original tour was revised or the date of cancellation from the revised tour, whichever is higher. EF will make every effort to accommodate revised tour requests. Travel vouchers will be issued in the amount of all monies paid by a traveler for the original tour less the \$95 non-refundable deposit and any other non-refundable fees. Travel vouchers are valid for the current and following travel year. Travel vouchers are transferable at the face value of the voucher to members of the traveler's immediate family or to students and faculty of the traveler's school. The future travel voucher is not a merchandise credit or a gift certificate and may not be redeemed for cash.

## TOUR INCLUSIONS

### **What does your Program Fee include?**

- Full-time services of a Tour Director throughout the program
- Bus transportation while on tour, except on specified subway ("metro") itineraries
- Accommodations in quality hotels as specified
- Daily breakfast (except on arrival day)
- Nightly dinner (except on departure day)
- Comprehensive sightseeing tours and activities as specified
- All transfers and transportation between destination cities
- Overnight security at hotels for each hotel night
- Gratuities for your Tour Director, bus driver, licensed guides, restaurant, and hotel staff
- 24-hour Emergency Assistance on tour
- EF backpack and luggage tag
- EF Travel ID Badge
- Illness and Accident Coverage while on
- EF's Standard Cancellation Policy.

These apply to all tours unless otherwise noted on the tour itinerary. Should we ever fail to provide a service outlined above, you will receive a refund for it. Once travel is completed on the first tour, participants are eligible for the following:

- \$50 repeat traveler discount on domestic or international programs offered by EF Explore America and EF Educational Tours
- Discounts on other EF programs

## TRAVEL TO CANADA

Entrance into Canada requires a valid passport. If you do not already have a passport, you should apply for one as soon as you enroll on your tour. Late enrollment may require the passport application process be expedited for an additional fee. For more information, visit <http://travel.state.gov/passport>. Additionally, parental authorization forms, which must be

notarized less than 30 days prior to departure, are required for Canadian travel. Consult your Group Leader for more information. Citizens of the United States do not need a visa to enter Canada. Non-U.S. citizens should contact the closest Canadian embassy or consulate as soon as possible for specific entry requirements. If a participant traveling to Canada is unable to obtain the documents necessary to enter Canada, EF's Standard Cancellation policy will apply.

## AGE REQUIREMENTS

### **Can adults go on tour?**

EF's published Program Fees are based on student rates for transportation, admissions, accommodations, etc. We do, however, accept adults on our educational tours as well. An adult is a participant who is at least 20 on the last day of the tour. In addition to the Program Fee, paying adults are charged a per-person adult supplement for all tours to cover the difference between student and adult rates. All adult travelers will be required to complete a background check through a third party company prior to traveling. EF reserves the right to cancel any traveler if, in EF's sole discretion, it determines the results pose a risk to the group's safety or wellbeing.

### **Are there guidelines for young travelers?**

Guidelines for travelers ages 6–11 are available to Group Leaders from their EF representative. Children under the age of 6 are not allowed to travel on an EF tour. Anyone younger than 18 years old traveling apart from the group without an adult companion must register with the airlines as an Unaccompanied Minor. Please contact each airline on the minor's itinerary to make arrangements. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. A parent/legal guardian must provide written consent to EF (after receiving airline approval) if he wishes to decline the Unaccompanied Minor service. Students participating on an EF Explore America College Visit Tour must be currently enrolled as a high school freshman through senior.

## ROOMING

All rooming requests including upgrades must be submitted by 110 days prior to departure. Non-smoking rooms cannot be guaranteed. Most hotels are located outside the city.

### **How many students are in a room?**

Students room in quads with same-sex students. Rooms contain two double beds (beds meant for two people), and two students are expected to share each bed. Consolidated tour participants will room with same-sex students from the entire consolidated tour group with which they are traveling, including students from other schools.

### **Can students request a twin room?**

Students may request twin room accommodations for an additional fee.

### **How are adults roomed?**

Adults are automatically roomed in twin accommodations. Consolidated tour participants will room with same-sex adult members of the entire consolidated tour group with which they are traveling.

### **Can adults request a single room?**

Single room accommodations include an additional charge in addition to the adult supplement. Triple-occupancy rooming is also available for students and their families. For other rooming options, as well as details and pricing, please contact EF at 888-333-9756.

## PERSONAL DATA

EF will process your personal data in compliance with applicable data protection legislation for the purposes of completing your enrollment, customer service, the purchase of an offered travel protection plan, and providing you with the products and services related to your tour. This may entail sharing your personal data with corporate affiliates, claims handlers, insurance providers, and other business partners both within and outside the U.S., including to and within the EEA/Switzerland. We have put appropriate safeguards in place for such transfers of your personal data, including the standard data protection clauses adopted by the European Commission. EF may also use your personal data, combined with data from third parties, to market products and services based on your interests, including by email and SMS/text. You may contact EF at any time to unsubscribe from any direct marketing purposes.

We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. We will keep your personal data for marketing purposes until you withdraw your consent.

If you have questions about the processing or use of your personal data, would like to have a copy of the information EF holds about you, or have inaccurate personal data corrected or erased, please contact customer service at 888-333-9756.

## TERMS AND PROVISIONS

No warranties, representations, terms, or conditions apply to any tour unless expressly stated within these "Booking Conditions," in a Booking Conditions Addendum, or in a letter signed by an EF officer. Prices are subject to change. Effective for new groups enrolling on or after May 1, 2016, an additional \$200 Under

10 Supplement will be applied to all traveler accounts if the group size falls under 10 paying travelers. This will be applied to paying traveler accounts no later than 140 days before departure. Also, if the group size is under 10 paying travelers and as a result airline contract rates are not available, additional fees may apply. EF makes every effort to ensure the accuracy of its publications, but it is not responsible for typographical or printing errors, including, but not limited to, pricing information. EF tours are not for resale and travelers must enroll directly with EF

### **When does my tour officially start and end?**

Each tour begins and ends at the EF departure airport or bus pick-up location. For those making their own travel arrangements, the tour begins upon arrival at the first scheduled EF activity and ends upon departure from the last EF hotel.

### **What happens if EF has to cancel the tour?**

EF may cancel any tour for Extraordinary Events. If EF cancels the tour for any Extraordinary Events, participants will receive an EF Future Travel Voucher for all monies paid, less any Non-Refundable Fees. Cancellation by EF for Extraordinary Events shall not be a violation of its obligations to any participant. Voucher valid for travel within 30 days of cancellation if due to a weather-related incident.

### **What are Extraordinary Events?**

The following events are Extraordinary Events: instability in any city or location on the itinerary including, but not limited to actual or threatened civil war, rebellion, revolution, insurrection, riot, sabotage, civil commotion, nationalization, labor dispute, lockout, strike, embargo, blockade and military or usurped power or confiscation, war (declared or undeclared), invasion, acts of foreign enemies, government sanctions or restrictions, substantial currency fluctuations, acts of terrorism or incidents of violence, acts of God (including, but not limited to earthquakes, hurricanes, tornados, tidal waves, floods, droughts, fires, volcanic activity, landslides and other natural disasters) or severe weather conditions, chemical or radioactive contamination, pollution, public health issues, quarantine or famine, disruption to transportation, interruption or failure of electricity or telephone service, or any other reason that makes it impossible or commercially unreasonable or impracticable to conduct the tour as originally contracted.

### **What happens if my Group Leader cannot travel?**

A Group Leader must accompany participants on every tour. If a Group Leader cancels for any reason, EF will ask him or her to assign a new Group Leader to the group's participants. The new Group Leader is responsible for any increases in his or her own airline costs. Any participants who cancel at this point and choose not to travel with their replacement Group Leader will be treated as standard cancellations. If no replacement Group Leader

is found, the affected participants will need to cancel and EF's Standard Cancellation Policy will apply

#### **What about lost belongings?**

EF is not responsible for loss of passports, airline tickets or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost airline ticket, the participant is solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.

#### **What about travelers with food allergies?**

EF recognizes that some travelers may have severe food allergies. We will do our best to ensure that our suppliers are informed of the situation but we cannot guarantee that all requests will be accommodated.

#### **What items are prohibited from tour?**

For the safety and well-being of all travelers, no firearms or any other weapons are permitted on tour except as required by law

#### **Non-Refundable Fees**

Non-Refundable Fees are defined as the Enrollment Fee, Travel Protection Plan cost, Anytime Protection Plan cost and Manual Payment Plan Fee as well as any late fees, late application fees, Automatic Payment Plan decline charges, return check/direct debit fees, late special travel request fees and cancelled check fees which have been applied to the account at the time of cancellation.

#### **INCLUDED PROTECTION** (included in your Program Fee)

- Supplemental Illness and Accident Coverage for injury and/or illness contracted during your tour
- Transportation, food and lodging expenses for two relatives to be at your side in the event of a life-threatening illness
- Combined coverage of up to \$50,000 for the above situations (limitations and exclusions apply)
- 24-hour emergency assistance during your tour
- The Illness and Accident Coverage Plans are underwritten by United States Fire Insurance Company. Fairmont Specialty and Crum & Forster are registered trademarks of United States Fire Insurance Company. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2012. This is done through a certificate issued to EF Explore America, Inc. This certificate does not insure or cover any claim that will be paid for through another insurance policy; other limitations and exclusions may apply. For complete terms, conditions and exclusions please refer to the certificate, which may be obtained by calling 1-888-333-9756 or by visiting <http://www.sis-inc.biz/EFSI>.

#### **REFUNDS**

Refunds will be issued only upon request and after a participant's check(s) has (have) been

on the account for 21 days. Refunds will be issued in the name which appears on the EF Explore America account. All refund checks are mailed four to six weeks after the request has been processed. There will be a Non-Refundable Fee of \$35 to stop-payment on lost refund checks.

#### **CANCELLATION**

The cancellation policies below take into consideration the costs EF incurs long before groups ever depart. The date of cancellation will be determined by the date on which EF receives notice from the participant, his or her legal guardian or the Group Leader.

- 75 days or more prior to departure: Full refund less all non-refundable fees and 25% of the Program Fee
- 74 to 45 days prior to departure: Full refund less all non-refundable fees and 50% of the Program Fee.
- 44 days or less prior to departure no refund will be issued.

Cancellation with replacement refers to a participant who cancels but finds a person to replace him or her for the same program. The replacement's enrollment form must be submitted at the same time as the notification of cancellation.

- 45 days or more prior to departure: Full refund less all non-refundable fees.
- 44 days or fewer prior to departure - Replacements can no longer be accepted. Standard Cancellation Policy applies.

Please make all payments on time to qualify for refunds in accordance to EF's Standard Cancellation Policy.

#### **CAN I PROTECT MY INVESTMENT?**

Travelers can help protect their investment from the unexpected with one of our offered protection plans. The insured components of these plans are underwritten by US Fire Insurance company (certificate number series include T210-CER and TP-401) and cancellation waivers or assistance services provided by EF Explore America. Insurance benefits provided in the plans are subject to exclusions and limitations; coverage options may vary or may not be available based on state of residence. This policy is excess. For LA, OK or MD residents only, please contact Specialty Insurance Solutions, Inc. at 877-974-7462 ext. 100 if you would like to obtain additional information regarding the features and pricing of each travel plan component.

#### **Travel Protection Plan**

Designed specifically with EF travelers in mind, our Travel Protection Plan, available for \$99, covers travelers for the official tour portions while groups are traveling with a Tour Director. Learn more at [efexploreamerica.com/protection](http://efexploreamerica.com/protection). The Travel Protection plan is non-refundable 10 days after purchase date.

#### **Anytime Protection Plan**

In addition to the benefits provided with our Travel Protection Plan, travelers who purchase the Anytime Protection Plan, available for \$219, are provided with additional coverage for tour cancellation. Travelers are able to cancel their tour any time prior to departure for any reason. Learn more at [efexploreamerica.com/protection](http://efexploreamerica.com/protection). The Anytime Protection Plan is non-refundable 10 days after purchase date and must be purchased at the time of enrollment.

#### **WHAT'S THE ENROLLMENT DEADLINE?**

Enrollment forms are processed on a "first-come, first-served" basis. All enrollment forms must be received by EF no later than your group's enrollment deadline, which will be determined by the Group Leader and an EF representative; enrollment forms received after the deadline are subject to availability. The enrollment deadline will be no later than 75 days prior to departure.

#### **What if I miss the enrollment deadline?**

When you enroll less than 75 days prior to your tour, you will need to pay the full cost of your tour. If your tour itinerary includes a Broadway show, there will be an additional \$20 charge per show on the itinerary. EF only accepts payment by credit/debit card, money order or cashier's check for late enrollments. Availability is not guaranteed and additional charges may apply. You will receive a full refund if we are unable to place you on the tour.

## Release & agreement

I (or parent or legal guardian if enrollee is under 18 or a minor under any other applicable law) am enrolling on an educational tour operated by EF Explore America, Inc. If I am participating in a Service Learning Tour, I acknowledge and understand that a portion of my tour may be operated by Me to We Trips, Ltd., a Canadian entity, in collaboration with Free the Children. By signing the EF Release and Agreement, I understand and agree to the following:

1. EF Explore America, Inc. and its affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, shareholders, and authorized representatives (collectively referred herein as "EF") do not own or operate any entity which is to or does provide goods or services for my program, including, for example, hotels; arrangements for, ownership of, or control over houses, apartments or other lodging facilities; tour directors; airline, vessel, bus or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers, etc. I acknowledge that all such persons and entities, specifically the Tour Director assigned to my tour, are independent contractors. As a result, EF is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.
2. Without limitation, EF and/or Me to We Trips Ltd. in collaboration with Free the Children and its affiliated companies, partners, any companies acting on its behalf, each of their directors, officers, employees, volunteers, sponsors, independent contractors, agents and authorized representatives (together referred to as "MTW") are 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 occasioned by or resulting from, but not limited to, acts of God; force majeure; acts of government, acts of war or civil unrest; insurrection or revolt; strikes or other labor activities; criminal, terrorist or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein); mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with or bites from animals, insects or pests; sanitation problems; food poisoning; epidemics or the threat thereof; disease; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; or any negligent or willful act or failure to act of any third party; or for any other cause beyond the direct control of EF or MTW.
3. I agree to release EF and my school, my school district, my school board, MTW, my Group Leader, and my Tour Director (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation in an EF sponsored tour or a Service Learning Tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligence or wrongful death or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF sponsored tour or a Service Learning Tour. I further agree to release the Released Parties from any and all decisions to cancel, modify, or delay the tour as a result of unforeseeable events that are beyond the reasonable control of EF or MTW, or that make the tour impossible or commercially unreasonable or impracticable to conduct, which become necessary or advisable so as to increase the quality of the tour. I agree that this Release applies to and binds myself and my minor child enrolling on tour (if applicable), along with my personal representatives, executors, heirs, and family.
4. My tour begins with the takeoff from the EF departure airport or bus pick-up location and ends upon completion of the flight back to the EF airport or return to bus drop-off location.
5. EF and MTW shall have no liability or responsibility for me when I am absent from EF or MTW sponsored activities or during non-EF or MTW sponsored activities, such as visits to friends or relatives or during stay-ahead, stay-behind or any optional periods or activities that do not include the services of a Tour Director.
6. EF or my Group Leader reserves the right to refuse or cancel my registration at its sole discretion. In such event, Standard Cancellation guidelines as outlined in the Booking Conditions apply. EF and/or the Group Leader reserves the right to decline to accept or to retain any traveler on the tour if that person's presence is felt by EF or the Group Leader likely to be detrimental to the enjoyment of the tour by others, is dangerous to the participant or others, or for failure to abide by EF's regulations and/or the directions of the Tour Director. All participants are expected to be respectful towards other tour participants. Bullying and harassment are not tolerated on tour and individuals who engage in such behavior may be removed from tour. The use of alcohol is not allowed and consumption of alcohol by any participant, or any age, is subject to disciplinary action, including dismissal from tour. Travelers who have been removed from their tour waive the right to a refund of any part of the fee. EF may send the traveler home at the traveler's own expense.
7. I agree to abide by EF's and MTW's regulations, the directions of my Group Leader, my Tour Director and EF's or MTW's personnel during my tour. Failure to do so may result in EF terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Program Fee, and that EF may then send me home at my own expense.
8. I agree to abide by all local laws when abroad or while on tour, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program Fee, and EF may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country or state I am visiting.
9. If I become ill or incapacitated, EF, MTW, or my Group Leader may take any action deemed necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home. EF retains the right, in its sole discretion, to contact the participant's parent(s) and/or legal guardian with regard to health issues or any matter whatsoever that relates to the participant's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF or MTW will attempt to cause appropriate treatment to be administered, and the participant authorizes EF or MTW to do so. EF or MTW, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered.
10. EF has the right to make changes and/or cancellations in tour itineraries and departure dates, and to modify transportation arrangements, including hotels and any other tour features at any time. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith. This release also includes all activities not offered by EF.
11. I have made the choice to travel with the teacher/Group Leader organizing my group, and I understand that this choice is not the responsibility of EF. I understand that my Group Leader is able to make decisions on my behalf, including but not limited to changing the group's requested tour or travel date and requiring that I purchase items such as Anytime Protection Plan, Travel Protection Plan and optional excursions. I understand that a Group Leader must accompany me on tour. If my Group Leader cancels for any reason, EF will ask him or her to assign a new Group Leader. If I cancel at this point and choose not to travel with the replacement Group Leader, I will be subject to EF's Standard Cancellation Policy. If no replacement Group Leader can be found, I will need to cancel and EF's Standard

Cancellation Policy will apply.

12. It is my responsibility to secure the necessary travel documents (passport, visa[s] and parental authorization forms.) Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation guidelines as outlined in the Booking Conditions.

13. I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses, or other property.

14. This tour has been designed for students, as reflected in the pacing, educational content, accommodations, and other aspects of the tour.

15. If I will be 20 years old or older at the time of tour departure, I acknowledge that EF will conduct a criminal background check ("CBC") as a pre-condition to travel. If such a traveler refuses to consent to the CBC, it will be deemed a cancellation and EF's standard cancellation policy will apply.

16. This Release and Agreement and EF's Booking Conditions constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein stated, including but not limited to any oral statements made to me by any agents or employees of EF, or by my school or Group Leader. This agreement may be amended or modified only in writing signed by an officer of EF. The waiver by EF of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.

17. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts.

18. For participants in Utah only: I understand that this tour is not sponsored by any public school, public school district or other public entity, and is operated and organized by a privately owned company.

19. EF or MTW may use any photographic, film, digital or video likeness taken of me, any of my comments while on an EF tour, any of my photographic, film, digital or video content shared by me with EF through any form, and any project work (including but not limited to online learning programs offered by EF) for future publicity or marketing without

compensation to me and also use my contact information for future EF promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at [www.efexploreamerica.com/legal/legal-notices](http://www.efexploreamerica.com/legal/legal-notices), and I consent to EF's processing of my personal data according to those terms and conditions and as set forth on page 17.

Sign your enrollment form only when you have read in full and understood the contents of this release and agreement!

# EF'S RULES OF THE ROAD

When travelers enroll on tour, they agree to EF's Rules of the Road. If travelers do not conform to these regulations or any specific rules set by their Group Leader, they risk dismissal from the tour, returning home at their own expense with no refund for the missed tour portion. Decisions regarding tour dismissal are up to EF and/or the Group Leader.

## **All scheduled activities are obligatory**

If any traveler is sick or has a physical ailment, he or she must tell the Group Leader, who should notify the Tour Director.

## **Your Group Leader must be informed about visiting friends or relatives**

If a traveler is interested in visiting a friend or family member while on tour, the Group Leader must be told before the tour begins. Upon request, EF Explore America will provide a [Tour Release Form](#), giving permission for the visit. The traveler must then give the form to the group's Tour Director upon arrival. Travelers will not be refunded for any missed activities included on the tour.

## **Visitors or group members of the opposite sex are not permitted in a traveler's room**

The Group Leader and Tour Director may establish a curfew. Travelers are expected to respect the nightly curfew for their own safety and security. Room checks will be conducted at the Group Leader's discretion, and a professional overnight security guard will monitor the corridors.

## **All illegal activities are forbidden, such as shoplifting and possession of illegal drugs**

Any illegal activity is punishable by immediate dismissal from the tour. If a traveler is involved in any illegal activities, all costs to return home are at his or her expense. If the local authorities are involved, the traveler will be subject to the laws of the city/state he or she is visiting.

## **Any personal expenses or damages will be the traveler's responsibility**

For incidentals or phone calls at a hotel, the traveler will be required to settle the bill before departure from that hotel. Compensation for damage done to hotel rooms or to buses is the traveler's responsibility. If the traveler notices any damage upon arrival at a hotel, he or she should notify the Tour Director immediately.

Those traveling on a Service Learning Tour operated by Me to We Ltd. must also adhere to [Me to We's Rules of the Road](#).