

## GROUP LEADER AGREEMENT

I, the undersigned, whose name and signature appears on the reverse side of this form, am a group leader for a travel program arranged by Culture Quest, Inc. (hereafter referred to as CQ). I certify that I have read and fully understand CQ's Terms and Conditions supplied herewith. I agree to my CQ Travel Program itinerary and the following understandings:

1. I understand that each CQ Travel Program commences with air service from my group's designated departure gateway and ends with my return to that same location unless otherwise stated in writing by CQ.
2. I understand that at least one group leader must accompany all student participants to the site at which the CQ Travel Program commences and ends.
3. I understand that CQ is only responsible for the acts of its own employees and cannot be responsible for events beyond its control including, without limitation, Acts of God, war, strikes, incidents of politically-motivated violence or terrorism, weather, sickness or quarantine, government restrictions or regulations, lack of air and hotel availability due to special events such as fairs, congresses, religious celebrations, sporting events, musical festivals and the like or, in the absence of its own gross negligence, for the acts or omissions of agencies and their employees which are not in CQ's direct control including, without limitation, air carriers, bus companies, railways, hotels, restaurants and local sightseeing companies. I hereby release CQ, its employees, officers, agents and affiliates and estates thereof from any claims arising from damage, expense or loss caused by any death, injury, accident, delay, or other irregularity pertaining to my CQ Travel Program.
4. I understand that I am responsible for exercising caution, common sense and appropriate behavior at all times to avoid injury or damage to persons and property of others. I hereby release CQ, its employees, officers, agents and affiliates, and estates thereof and accept full responsibility for any financial liability or obligation which I may personally incur or contribute to while participating on my CQ Travel Program.
5. I understand that CQ will not incur any responsibility or costs for the loss, theft or damage of my personal belongings, including, without limitation, my passport, airline tickets and other travel documents, or the belongings of any other person on my CQ Travel Program. I understand that each air carrier has different policies regarding lost airline tickets and that if I lose my ticket, I may be required to purchase a full fare replacement ticket directly from the air carrier. I accept that it is my responsibility to pursue any refund with the air carrier directly.
6. I understand that the air carrier's liability for loss or damage to baggage or for death or injury to persons or property is limited by their tariffs and/or the Warsaw Convention. Furthermore, I understand that the air carrier assumes no responsibility for any act, omission or event during times which I am not aboard the aircraft.
7. I understand that the air carrier reserves the right to make changes in the departure date, gateway or routing and to substitute aircraft or equipment.
8. I understand that CQ reserves the right to alter my CQ Travel Program including, without limitation, my departure date, accommodations, transportation or sightseeing due to events beyond its control (listed above under "3.") or for insufficient enrollment without grounds for cancellation. Further, I accept that any expenses resulting from events beyond CQ's control (listed above under "3.") or for insufficient enrollment will be my responsibility.
9. I understand that in the unlikely event there is an increase in the program fee, it is my responsibility, if I am the primary group leader, to inform all paying participants of this fact.
10. I understand that it is my responsibility, if I am the primary group leader, to inform all participants of any change in the original departure date.
11. I understand that CQ reserves the right to cancel my CQ Travel Program at any time due to events beyond its control (listed above under "3.") or for insufficient enrollment. If such a cancellation occurs, the primary group leader will be notified in writing.
12. I understand that CQ will send my group one invoice for all participant's departure taxes and/or port charges approximately four weeks prior to departure, and it is my responsibility, if I am the primary group leader, to collect payment from each participant.
13. I understand that CQ will mail all airline tickets and pre-departure materials directly to the primary group leader approximately 7-14 days prior to departure, and it is my responsibility, if I am the primary group leader, to distribute them to each participant.
14. I understand that film or video likeness of me taken while participating on my CQ Travel Program and/or my verbal comments and written statements may be used in future promotional material published by CQ, and I agree to such use.
15. I understand that it is my full responsibility for obtaining a passport and all necessary visas to enter all countries outlined in my CQ Travel Program itinerary and agree that CQ is not responsible in the event I am not able to do so.
16. I understand that CQ reserves the right to remove any group leader from a CQ Travel Program and to send him/her home at his/her own expense for abuse of alcohol or drugs or for any acts that CQ, in its sole judgment, deems inconsistent with the responsibility of a group leader.
17. I understand that traveling on a CQ Travel Program is not recommended for anyone who is not in good health, is not able to walk long distances, climb hills or stairs, carry baggage or participate in vigorous activities. I certify that I am in good physical and mental health and have no special conditions or requirements which will preclude me from fully participating on my CQ Travel Program or impede other participants.
18. I understand that CQ is providing, as a group leader benefit for US residents, limited international insurance coverage in the event of injury or sickness while traveling outside the United States on a CQ Travel Program, unless otherwise stated in writing by CQ. I acknowledge and accept the description of this coverage as described in CQ's Terms and Conditions. I also understand that additional coverage, including medical insurance for travel within the United States, may be purchased at my own discretion.
19. If I become ill or incapacitated while participating on my CQ Travel Program, I authorize CQ or any CQ representatives to take whatever actions they deem necessary, without incurring any liability, to preserve my health and safety including securing appropriate medical treatment or transporting me home. I agree that any additional medical or related expenses incurred on my behalf, which are not covered by the health insurance policy included as a group leader benefit, will be my responsibility.
20. I understand that CQ is not responsible for my well-being during periods of time when I am absent from supervised activities on my CQ Travel Program including, without limitation, "free time" and times of independent travel.
21. I understand that I am responsible for the safety and behavior of my student participants at all times on a CQ Travel Program and will enforce the rules of conduct which CQ and I deem appropriate or necessary to ensure the safe and smooth operation of my CQ Travel Program.
22. I understand that alcohol consumption is forbidden to anyone under the age of 21 while on a CQ Travel Program.
23. I understand it is my responsibility to accompany my group on all scheduled sightseeing tours, excursions, activities and meals, and I will not deviate from my CQ Travel Program except in cases of illness, family emergency or other extenuating circumstances.
24. I understand that when a program director is not provided by CQ, it is my responsibility to make sure that my group adheres to the itinerary schedule provide by CQ.
25. I understand that student participants may leave my supervision during periods of "free time" provided they do it in groups of three or more. Furthermore, I understand that student participants will not be permitted to go out after dark unless accompanied by me or another group leader.
26. I understand that if one of my student participants becomes ill or incapacitated, it is my responsibility to remain with the student until he/she is able to re-join the group or until proper medical treatment and/or return flight arrangements are made by CQ or one of its representatives. Furthermore, I understand that if such circumstances make it necessary for me to stay behind with this student while my CQ Travel Program proceeds without me, CQ or one of its representatives will make arrangements for me to catch up with the group at the expense of this student.
27. I understand that CQ may, on occasion, assign independently traveling participants to my group, and I agree to chaperone any such participant.
28. I understand that this agreement includes the entire agreement between CQ and me with reference to the subject matter referred to herein. This agreement shall be governed solely by the jurisdiction of the laws of the Commonwealth of Pennsylvania. I do not rely on any promises, inducements, or agreements not contained herein including, without limitation, any oral statements made by third parties such as any agent or representative of CQ. This agreement cannot be modified unless expressly stated in a letter signed by a CQ officer.



# TERMS AND CONDITIONS

Culture Quest Tours is the trading name of Culture Quest, Inc., hereafter referred to as CQ. The submission of a Group Leader Application indicates that the group leader, who is 21 years of age or older, has read, fully understands and accepts these Terms and Conditions as well as the understandings outlined in the attached Group Leader Agreement. All aforementioned terms and conditions and understandings apply to all travel programs arranged by CQ.

## ENROLLMENT & PAYMENTS

Participants may enroll on a CQ Travel Program by submitting a completed Participant Application along with a minimum deposit of \$400. Payments are accepted in the form of a check or money order made payable to Culture Quest, Inc. Please include the participant's name, group leader's name and school or organization with all payments.

Once the application is accepted, CQ will mail each participant a Travel Program Confirmation and invoice along with Important Travel Information and an enrollment form for Optional Travel Insurance. No subsequent invoices will be mailed, and it is the participant's responsibility to meet all payment deadlines.

A second payment of \$350 is due 30 days after the deposit date. This payment is not due until September 15 for travel programs departing in the next calendar year.

The final balance is due 90 days prior to the departure date. If the final balance is not received by 60 days prior to departure, the participant's space will automatically be cancelled, and the standard refund policy will apply.

## Credit Card Payments

Participants may charge the deposit and second payment (\$1,500 maximum) to a VISA, Mastercard or Discover Card. All subsequent payments including the final payment may not be paid by credit card. A 3% surcharge will be added to all credit card payments.

## Waiting List

All applications are treated on a first-come, first-served basis, and participants may be placed on a waiting list due to the unavailability of flight and/or hotel space. Wait-listed participants are required to adhere to all payment deadlines. If CQ cannot confirm the wait-listed participant's space within 30 days prior to departure, a refund of all moneys paid will be made in full.

## Late Enrollment

CQ Travel Programs are officially closed to enrollment 60 days prior to departure. Participants who enroll 59-31 days prior to departure must submit payment in full including any program fee increases and a \$100 Late Enrollment Fee. Late enrollment participants may be subject to a waiting list. We regret that enrollments are not accepted 30 days or less prior to departure.

## Refusal of Enrollment

CQ reserves the right to refuse an applicant's acceptance onto a CQ Travel Program for any reason, which in its own judgment, appears valid in order to ensure the safe and smooth operation of the travel program.

## Late Fees

If a payment deadline is missed, a \$30 late fee will be assessed. The U.S. postal mark will be used to determine the exact date of payment.

## Returned Checks

If the participant's check is returned to CQ by the drawer's bank, a \$30 returned check fee will be assessed.

## PROGRAM FEES

### Program Fee Increases

CQ's program fees are based on exchange rates, air fares and operating costs in effect at the time of quotation and are subject to increase. Increases in program fees do not constitute grounds for cancellation with a full refund, and participants are expected to pay all program fee increases up to a maximum of 10% unless the participant is covered by CQ's Price Guarantee Option. In the unlikely event that a program fee increases by more than 10%, participants will have the option of canceling with a full refund of all moneys paid. Program fees will not increase upon receipt of final payment.

### Price Guarantee Option

Participants may protect themselves against any program fee increases by taking advantage of CQ's Price Guarantee

Option. To qualify, participants must pay their balance in full by October 31 for all CQ Travel Programs departing on or before March 31 of the next calendar year or by December 15 for all CQ Travel Programs departing on or after April 1 of the next calendar year.

### Final Group Size & Program Adjustments

All CQ Travel Program quotations are based on a minimum number of paying participants required to qualify for the quoted program fee. In the event the final group size falls below the minimum number required, CQ reserves the right to charge each participant a supplement, regardless of whether the participant has paid according to CQ's Price Guarantee Option, or to adjust the final CQ Travel Program. Conversely, in the event the final group size increases to qualify for a lower quoted program fee, CQ will rebate the differential in one payment to the group's school or organization, or apply the rebate to departure taxes, optional gratuities or other travel expenses at the discretion of the group leader. The final group size is determined at 30 days prior to departure.

## CANCELLATIONS

Participants who wish to cancel their space on a CQ Travel Program must mail or fax a written notification to CQ (cancellations sent by email will not be accepted). The U.S. postal mark or fax date stamp will be used in determining the exact date of cancellation.

### Standard Refund Policy

- All moneys paid are fully refundable up to 181 days prior to departure.
- All moneys paid minus a \$250.00 cancellation fee are refundable from 180 - 121 days prior to departure.
- All moneys paid minus a \$450.00 cancellation fee are refundable from 120 - 61 days prior to departure.
- All moneys paid minus 50% of the program fee and any airline penalties are refundable from 60 - 31 days prior to departure.
- No refunds can be made 30 days or less prior to departure.

All refunds will be made within 60 days of receipt of the written cancellation notification. If an airline ticket was issued on behalf of the participant, it must be returned to CQ before any refund can be processed.

Note: There are no refunds for meals, accommodations, transportation, activities or any other services missed by the participant once the travel program has begun.

### Substitutions

Participants may avoid cancellation penalties between 180 - 61 days prior to departure by providing a suitable substitute participant. Substitute participants must fill out a Participant Application with the word "substitute" marked at the top and submit it to CQ with full payment together with the original participant's cancellation notification. No substitutions can be made 60 days or less prior to departure.

### CQ Cancellation of a Travel Program

CQ reserves the right to cancel a CQ Travel Program at any time due to events beyond its control, including without limitation, Acts of God, war, strikes, incidents of politically-motivated violence or terrorism, weather, sickness or quarantine, government restrictions or regulation, lack of projected air and hotel availability, insufficient enrollment or unforeseen operational difficulties. If such a cancellation occurs, the group leader will be notified in writing. If CQ cancels a CQ Travel Program, its sole responsibility is to offer participants one of the following options:

- The group may opt to join a comparable CQ Travel Program with another group. All group participants will be required to pay any program fee increases regardless of whether or not each participant has paid according to CQ's Price Guarantee Option.

- If no comparable CQ Travel Program exists, the group may opt to take an alternative CQ Travel Program. All group participants will be required to pay any program fee increases regardless of whether or not each participant has paid according to CQ's Price Guarantee Option.

- If neither of the first two options are acceptable, a full refund of all moneys paid will be made by CQ within 60 days of the written cancellation notification.

## CQ TRAVEL PROGRAM INFORMATION

Each CQ Travel Program is custom-designed, and travel program inclusions vary from group to group. A full list of inclusions is disclosed with each group quotation and itinerary, and it is the participant's responsibility to review the inclusions in his/her travel program. As a general guideline, most CQ Travel Programs are based on the following parameters unless expressly stated otherwise in writing by CQ.

### Air Transportation

CQ primarily utilizes regularly-scheduled flights on major domestic and international air carriers. Although every effort is made to accommodate the group with non-stop flights, such service is not guaranteed by CQ. Due to the unavailability of seating, CQ cannot guarantee that all members of large groups will fly together on the same flight. The passenger contract in use by each air carrier shall constitute the sole contract between the air carrier and the purchaser of the CQ Travel Program. CQ will not be held responsible for any changes in scheduling, aircraft or routing made directly by the air carrier, and such changes do not constitute grounds for cancellation with a full refund.

### Ground Transportation

CQ provides private ground transportation by modern, climatized coach or mini-coach wherever stated in the group quotation and itinerary. When coach transportation is not provided, the group will join scheduled sightseeing tours, activities and local restaurant dinners on foot or by public transportation. Additional surface transportation may be provided by ferry or rail as stated in the group quotation and itinerary.

### Hotels

CQ utilizes centrally-located, first-class, superior tourist-class and tourist-class hotels as rated by the local government. Hotel standards vary from country to country, but all CQ hotels have private bath and/or shower facilities in each room. Hotels within city limits (not airport or suburban locations) qualify as centrally-located, and groups will be placed within reasonable walking distance of major attractions. A group's space in a specific hotel is never fully confirmed until the group is paid in full.

### Rooming

**Hotels:** Accommodations are based on multiple occupancy (triple and quadruple) unless double/twin accommodations are expressly stated in the quotation. Participants wishing to guarantee double/twin or single accommodations may pay the double or single room supplement which generally ranges from \$50 to \$100 per night. Please refer to the program fees on your group's itinerary for specific amounts.

**Homestays:** Homestay accommodations are based on one or more persons sharing one or more private rooms in the home of a local host family.

**Overnight Trains and Ferries:** Berths are based on six persons sharing a six-bunk compartment.

**Rooming Requests:** Participants may request a specific roommate on the Participant Application, and CQ will try to accommodate all such requests.

### Sightseeing

"Walking tour" means that sightseeing is conducted on foot. No coach transportation is provided. "Panoramic tour" means that sightseeing is conducted by coach. "Visit" means entrance into a museum, church, synagogue or mosque, monument or attraction.

**Theatrical Performances**

The final selection of theater performances, concerts and the like is determined by CQ, and no specific performance is guaranteed unless expressly stated in the group quotation. Tickets are based on best available seats within budget, and performances may be matinee or evening.

**Host Families**

CQ considers the choice of family to be more important than a specific location and reserves the right to place participants in an alternate area if there are no compatible families in the area stated in the group quotation and itinerary.

**Not Included**

Unless expressly stated in the group quotation and itinerary, program fees do not include:

- Passport and visa fees.
- Departure taxes and port charges.
- Baggage fees and any other airline fees (if applicable).
- \$30 weekend surcharge for air travel on a Friday, Saturday or Sunday.
- Lunches and beverages.
- Optional travel insurance.
- Single and double room supplements.
- Local transportation expenses not covered during free time.
- Expenses caused by last-minute airline re-scheduling or delays.
- Any expense incurred as a result of any deviation whatsoever from the final CQ Travel Program itinerary by the participant.
- Any items of a strictly personal nature such as laundry or telephone calls.
- Courtesy tips to coach drivers, tour directors, local and museum guides and luggage porters.
- Baggage handling.
- Any and all items not expressly stated in the group quotation and itinerary.

**Official Sponsorship**

If a CQ Travel Program is officially sponsored or endorsed by a school, school board or administration, local municipality or similar organization, each participant will receive written notification of this fact. Otherwise, it is expressly understood that the use of school or public property in the planning or organization of a CQ Travel Program is extended only as a courtesy and does not, in any way, indicate official sponsorship or endorsement from any of the aforementioned.

**Smoking**

For the comfort of all participants, a “no smoking” policy is in effect on board all private vehicles utilized on CQ Travel Programs.

**Dismissal from a CQ Travel Program**

CQ reserves the right to dismiss, without any refund, any participant possessing or abusing drugs or engaging in illegal or disruptive conduct while on a CQ Travel Program. In such instances, the parent or legal guardian will be immediately notified if the participant is under 21 years of age; the participant will be sent home unescorted at his/her own expense or the expense of his/her parent or legal guardian.

Note: It is expressly understood that participants under the age of 21 will not be permitted to consume alcoholic beverages while on a CQ Travel Program.

**COMPREHENSIVE TRAVEL INSURANCE**

International Accident & Sickness Insurance  
All participants (residents of the US only) traveling outside the United States are automatically covered by CQ’s Accident and Sickness Insurance (policy No. US022847), administered by Travel Insurance Services, Columbus, Ohio. Under this policy, participants are covered for:

- a. Medical and dental expenses resulting from accidental injury or sickness up to \$50,000 per incident.
- b. Emergency medical evacuation to home and/or hospital up to \$50,000.
- c. Accidental Death and Dismemberment up to \$10,000.
- d. Repatriation of remains up to \$10,000.
- e. Emergency Reunion up to \$3,000.
- f. Lost Baggage up to \$250.00 per bag, \$500 maximum.
- g. Baggage Delay up to \$200.
- h. Trip Delay up to \$750.

- i. Trip cancellation up to \$2,500 (covers land portion of trip only).
- j. Aggregate Limit \$50,000.

This policy also offers 24-hour, multilingual emergency medical assistance from anywhere in the world. A \$50 deductible per accident or sickness applies.

This coverage is only in effect while the participant is traveling on a program organized by CQ, and medical insurance for travel within the United States is not provided by CQ.

Each participant will receive a Summary of Coverage prior to departure. Participants may address all questions directly to Travel Insurance Services at 1-800-513-2981.

**Optional Insurance**

Participants may further protect themselves by taking out additional insurance for travel within the United States or terrorist incidents. Complete details will be sent to each participant with his/her Travel Program Confirmation or upon request.

**GENERAL INFORMATION**

**Passports & Visas**

It is the full responsibility of each participant to obtain a passport and any visas which are required to enter the foreign countries listed in the group quotation and itinerary. Passports may be obtained through one of the numerous passport acceptance facilities nationwide, and complete details will be sent to each participant with his/her Travel Program Confirmation. Participants should apply for travel documents well in advance of the departure date as the processing time generally takes a minimum of 4-6 weeks, and these documents are not obtainable “on the spot.” In the event a participant has not or cannot obtain the proper documents prior to departure, CQ will not be responsible, and the standard refund policy will apply.

**Changes to Itinerary**

Many factors can affect a group’s final itinerary, which are beyond the control of CQ. Therefore, in order to ensure the safe and smooth operation of a CQ Travel Program, CQ reserves the right, without limitation, to change the final itinerary, departure date, transportation or accommodations, when necessary due to events beyond its control, including without limitation, Acts of God, war, strikes, incidents of politically-motivated violence or terrorism, weather, sickness or quarantine, government restrictions or regulation, lack of projected air and hotel availability or for insufficient enrollment, and such changes do not constitute grounds for cancellation with a full refund. The final CQ Travel Program itinerary will be provided to all participants approximately 7-14 days prior to departure.

**Special Events Supplement**

On the occasion when special events such as fairs, congresses, religious celebrations, sporting events, musical festivals and the like, limit the availability of air service to a particular country and/or accommodations in a particular city, CQ reserves the right to charge a “special events supplement.”

**Alternate Airports**

CQ uses certain airports interchangeably including John F. Kennedy International, Newark Liberty International and La Guardia for New York City departures, Baltimore-Washington International, Ronald Reagan Washington National and Washington-Dulles International for Baltimore and Washington, D.C. departures and William P. Hobby and Bush Intercontinental for Houston departures.

**Ticket Exchanges & Name Changes**

Due to CQ’s contractual agreements with the airlines, tickets cannot be exchanged and are non-transferable. CQ will assess a \$100 service fee plus any individual airline penalty to any participant who requests a name change 60 days or less prior to departure.

**Seating Assignments & Frequent Flier Miles**

Seats are assigned by the airline upon check-in, and CQ is not responsible for making individual seating assignments. It is the responsibility of each participant to arrange for airline frequent flier mileage awards.

**Luggage Allowance**

The luggage allowance per individual varies with each airline. Please contact your carrier’s web site for specific information on luggage weight and size restrictions, applicable checked luggage fees and airline luggage liability.

**Land-Only Participants**

Individual participants wishing to arrange their own air transportation will receive a discount off the program fee as specified in the group quotation and itinerary. Land-only travel programs commence and terminate at the first and last hotels listed on the group’s final itinerary. If the final CQ Travel Program itinerary changes, the land-only participant is fully responsible for making all air changes.

**Special Travel Arrangements**

Individual participants wishing to travel before or after the group’s scheduled travel program must contact CQ in writing no later than 120 days prior to the scheduled departure. Participants will be invoiced for additional travel arrangements.

Note: Most group airline contracts stipulate that no more than 10% of all individuals in a group may deviate from the group’s flight schedule. Special travel arrangements are, therefore, processed on a first-come, first-served basis.

**Participant Health**

Traveling with CQ is not recommended for anyone who is not in good health, is not able to walk long distances, climb hills or stairs, carry luggage or participate in activities as stated in the group quotation and itinerary. CQ assumes no responsibility for any participant whose health precludes him/her from full participation on the final travel program itinerary arranged by CQ.

**Special Meal Arrangements**

Because meals are prepared on a group basis, CQ cannot guarantee special meal arrangements for participants with dietary restrictions, requirements and/or food allergies.

**Pre-Departure Materials**

CQ will mail pre-departure materials including the final travel program itinerary, hotel confirmations and airline tickets to the participant’s school or organization approximately 7-14 days prior to departure. No pre-departure materials will be mailed until all group participants are paid in full.

**RESPONSIBILITY OF CQ**

CQ only acts as an agent in arranging its travel programs through various suppliers, including without limitation, air carriers, bus companies, railways, hotels, restaurants and local sightseeing companies. CQ is only responsible for the acts of its own employees.

Neither CQ nor any of its employees, officers, agents, affiliates, and estates thereof can be held responsible, in any way, for any claims arising from any damage, expense or loss caused by any death, injury, accident, delay, or other irregularity due to circumstances or events beyond CQ’s control, including without limitation, Acts of God, war, strikes, incidents of politically-motivated violence or terrorism, weather, sickness or quarantine, government restrictions or regulation, lack of air and hotel availability due to special events such as fairs, congresses, religious celebrations, sporting events, musical festivals and the like or, in the absence of its own gross negligence, for the acts or omissions of agencies and their employees which are not in CQ’s direct control, including without limitation, air carriers, bus companies, railways, hotels, restaurants, and local sightseeing companies.

CQ is not responsible for the loss, theft or damage of passports, travel documents, airline tickets, luggage or other personal belongings of any participant on the travel program. CQ is not responsible for locating lost property but will assist in the process wherever possible.

No promises, inducements, agreements or representations apply unless expressly stated in CQ’s Terms and Conditions or in a letter signed by a CQ Officer.

The agreement between CQ and the participant becomes effective upon the acceptance of the participant’s application form by CQ and is governed by the laws of the Commonwealth of Pennsylvania.

