Participant Travel Agreement

Please read carefully before signing!

Please read these Terms and Conditions carefully before registering for the Kaleidoscope Trip provided by Kaleidoscope Adventures, Inc. ("KAI"). By completing your trip registration, making a payment for the trip, or your continued use of our services, you, as the Participant or Parent/Legal Guardian of Participant (the "Participant"), hereby accept the following Terms and Conditions and agree to be bound by them. These terms and conditions contain our legal obligations to you and explain important obligations you are making. You represent that you are 18 years of age or older. If you do not agree to all of the terms contained herein, you must not register for the trip.

Non-Responsibility. Kaleidoscope Adventures, Inc., its owners, directors, officers, employees and affiliates, the teacher chaperones and my local school, (collectively "KAI") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, KAI is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. All bookings are accepted subject to the conditions, including cancellation terms, imposed by Third Parties, including, but not limited to, the airline, cruise line, rail, coach, hotel, restaurants, insurance and other companies, firms or persons concerned with the trip. KAI and its owners, officers, employees, and agents are hereby released from all claims arising out of such events, acts, or omissions, including claims for personal injury, damage, loss, accident, or irregularity. The Participant and his/her parent/guardian release and forever hold harmless KAI, its owners, officers, and agents from any and all claims, losses, damages, causes of action, suits, and liability of every kind, for any property damage, personal injuries, death, or financial losses associated with the trip.

Additional Risks. Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, swimming, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with KAI to participate in such trips and activities you agree you will not make a claim against KAI, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost, or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release KAI, its related companies, and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives, and assigns.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF KALEIDOSCOPE ADVENTURES, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM KALEIDOSCOPE ADVENTURES, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND KALEIDOSCOPE ADVENTURES, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Force Majeure. KAI cannot accept liability, provide any refund, or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience, or damage as a result of circumstances amounting to "force majeure." "Force majeure" means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire and all similar events outside our control. Your Conduct. I accept liability for any financial obligations I may incur or any damage or injury I may cause while I am participating in a KAI program. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. KAI is not responsible for any costs incurred concerning a guest removed from a tour. Guests agree not to hold KAI or any of its related entities liable for any actions taken under these terms and conditions.

All tour participants shall observe all rules of safety and conduct as directed by the tour escort or teacher-chaperone. The tour escorts and teacher chaperones have absolute authority to expel any tour participant whose actions or behavior are considered detrimental to the group's welfare or constitute a danger to the participant or others. No refunds shall be made as a result of such expulsion.

Participants with Disabilities. Participants with disabilities are welcome and must always be accompanied by a companion capable of providing all required and needed assistance and must not require special assistance from KAI or its suppliers. Participant must notify KAI of disabilities in writing when completing the registration of the status and of the identity of the participant's non-discounted, paid travel companion who will be responsible for providing all necessary assistance. Participant should notify KAI if ADA accessible accommodation is needed.

KAI will make all reasonable efforts to accommodate this request but cannot be responsible if ADA accommodation is not available. Any accommodation provided will be at the sole expense of the participant requiring accommodation.

Special Dietary Requirements. For safety and liability reasons, KAI and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. All scenarios and special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. While most meal establishments can offer general options, KAI cannot guarantee that options will be available. Just in case, we recommend packing extra food/snacks if accommodation cannot be met. Should a group member have special dietary requirements, that group member shall be solely responsible for any additional expense to their meal plan.

Health and Safety. For the safety of our guests, KAI reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

Medical Treatment. If I become ill or injured during the program, KAI will try to seek medical treatment for me at my or my parent's expense and/or arranging transportation for me at my or my parent's expense back to my home. I hereby release KAI from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I further agree to pay all costs associated with such care or transportation. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against KAI with regard to medical care and the provision or failure to provide such care. If my tour escort or teacher-chaperone has incurred medical expenses on my behalf, I will reimburse him or her.

COVID-19 Assumption of Risk. I expressly acknowledge that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which this tour will take place. I acknowledge the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). I also understand that if I am older or have underlying conditions, I may be more prone to serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people.

I acknowledge that, KAI., its agents, owners, officers, employees, and suppliers, and all other persons or entities acting in any capacity on their behalf, has taken steps to mitigate the potential for transmittal of, and exposure to COVID 19 during the tour, but that exposure to such viruses or disease is an inherent risk of participating in the tour, one that cannot be eliminated by KAI.

By signing this agreement, I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for myself and my minor child traveling with or without me, that I or they may be exposed to or infected by COVID-19 by participating in the tour and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while on the tour, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, KAI employees, agents, suppliers, and other participants in the tour. I understand the description of the risks due to COVID-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death, or any other loss. I agree that having considered these risks, I, for myself and any minors traveling with me, desire to participate in the tour and I freely and voluntarily assume complete personal responsibility for the

risk of exposure, illness, and death due to COVID-19, for myself and any minors traveling with me, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

COVID-19 Waiver/Release. By booking a tour at this time, I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for myself and any minors traveling with me, that I or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time I book my tour. I acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by KAI.

I acknowledge that due to the uncertainty of travel at this time, your tour may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. All destinations and suppliers have their own rules related to COVID-19. For example, I may be required to quarantine upon arrival in some locations. Some locations may require masks or social distancing, they may require me to provide proof of vaccination or negative testing. Stopover countries' requirements will also apply. On my return home, additional testing, requirements, or documentation may be required. While we will try to assist you in understanding these requirements, you are responsible for understanding these requirements and must not rely on any representations made by KAI. Should you be denied entry to any destination, we shall not be responsible for any such denial, or any cost associated therewith. I understand that I may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

I agree that due to uncertainty caused by COVID 19, KAI has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should I fail to purchase travel protection coverage, KAI shall not be liable to any losses howsoever arising. KAI shall not be liable should travel protection fail to cover COVID related damages.

I, for myself, and any minors traveling with me, and on behalf of you and their heirs, assigns, personal representatives and next of kin (The Releasors), HEREBY RELEASE, AND HOLD HARMLESS KAI, its members, officers, agents, and/or employees, suppliers, and other tour members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

Rooming Lists. KAI is not responsible for rooming assignments and will not be liable for any claims regarding said assignments including but not limited to claims involving discrimination. KAI is not responsible for rooming decisions and will not be liable for any disputes, claims, injuries including but not limited to personal injuries, intentional infliction of emotional distress, negligent infliction of emotional distress, and/or discrimination claims arising out of rooming decisions.

Property Damages. Traveler and, if Traveler is under the age of eighteen (18), Traveler's parent or legal guardian shall be fully responsible for any and all damage or losses caused by the Traveler's conduct, including property damage to buses, hotels or other locations.

Photographic/Videographic Likeness.

Traveler and, if Traveler is under the age of eighteen (18), Traveler's parent or legal guardian, grant KAI the

irrevocable right and permission to photograph, videotape, record, and otherwise capture Traveler's name, image, likeness, voice, statements, and appearance during or in connection with the trip, activities, or related events. Traveler and/or parent or guardian authorize KAI to use, reproduce, publish, distribute, display, and otherwise use such materials, in whole or in part, in any format or media now known or later developed, including but not limited to websites, social media, promotional materials, advertising, marketing, brochures, and other commercial or business purposes, without further consent, approval, notification, or compensation. Traveler and/or parent or guardian understand and agree that KAI shall own all rights, title, and interest in and to such photographs, videos, recordings, and related materials. Traveler and/or parent or guardian waive any right to inspect or approve the finished materials or the specific use thereof. If Traveler or parent/guardian does not wish for Traveler's image or likeness to be used, written notice must be provided to KAI prior to the commencement of travel. Company will use reasonable efforts to honor such requests but cannot guarantee that Traveler will not appear incidentally in group photographs or recordings taken in public or group settings.

Cancellation due to Insufficient Participation. I agree that KAI reserves the right to cancel a program for insufficient participation or for other reasons. In the event of such cancellation, I understand that my sole and exclusive remedy shall be to choose an alternative tour offered by KAI or receive a full refund of monies paid to my school or KAI for the trip. I will not, however, be reimbursed for trip preparation or other expenses.

Cancellation by the Participant. KAI is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which apply to your booking. If I wish to cancel my reservation in a KAI program, I must do so in writing. Upon receipt, KAI will follow industry procedures for any applicable refunds as outlined in the suppliers' terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not KAI. We are not responsible for a supplier's failure to pay a refund. In addition to the suppliers' terms the withdrawal fees outlined on the application will also apply. I have no right to a refund for any accommodations, meals, or services I do not use. For this reason, we strongly recommend you purchase Travel Protection Insurance.

Your participants and group agree to adhere to the following cancellation guidelines:

Cancellation Date	**Your cancellation penalty is:**
Prior to the second payment due date	The entire per person deposit is non-refundable.
Between the second payment due date and 35 days prior to travel	The entire per person deposit is non-refundable plus any non-refundable payments made to suppliers on your behalf including your portion of the shared costs per person.
Between 35 days prior to travel and your trip departure date	100% of your trip is non-refundable.

Suppliers include, but are not limited to, airlines, cruise lines, motor coach lines, hotels, theaters, restaurants, attractions, workshops, clinic, educational events, or any third party contracted to provide the inclusions in your travel package. Sponsor agrees that each participant will register online through KAI website and that any participants not registered through the site will not be permitted to travel.

Travel Protection Plans. KAI strongly recommends you purchase travel/medical/baggage plan for the trip. Such a plan at a minimum should cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.

KAI partners with select partners to offer travel protection options to our clients for every trip. This option is

available for purchase during the registration process. KAI is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. KAI cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. KAI cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason.

Declining travel protection plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, KAI will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.

Changes to the Itinerary. KAI has the right to substitute hotels, airlines or other suppliers of services, equipment, attractions, changes to itinerary, timing of events, the departure and arrival times, and cities/destinations visited. I agree to accept any such changes. No refunds will be made in the event of any changes in the itinerary occurring prior to or after departure.

Changes to Price. Up to the time of final payment for trips involving air transportation, KAI reserves the right to increase the price of any program by the amount of any increase in its cost including (without limitation) increases in aviation fuel prices, air carrier tariffs, motor coach company tariffs, rates of currency exchange, energy surcharges, overseas costs, and applicable government taxes and fees. In trips not involving air transportation, KAI reserves the right to pass on these increases at any time up to the beginning of the trip. I agree to pay such increases in price and understand that I shall not be entitled to cancel my reservation and receive a refund as a result hereof.

I represent and warrant that I do not have any medical or other problems which would affect my program participation.

LAND ONLY PACKAGE DISCLAIMER. For trips where we are offering both Full Packages with Airfare and LAND ONLY Packages for your group, A LAND ONLY package means that you will arrive on your own, rather than traveling to the destination with your group, and then meet up with the other students and adult chaperones and school representatives. KAI is not responsible for any interruption in your travel plans that causes you to be unable to meet your group and no refunds will be given for any activities, meals or hotel nights missed due to flight delays or cancellations. KAI is not available to assist with any flight delays, changes, cancellations or lost luggage. That is the sole responsibility of the participant. In the unlikely event that your group is not able to arrive at the destination (for example, flight cancellation, bus delay, etc.), KAI is not responsible for your care, supervision, or additional expenses and you must make your own arrangements to either return home or await the group's arrival. Package inclusions (meals, attraction tickets, transportation, hotel, etc.) might not be available to you until entire group arrives at the destination.

REAL ID Compliance; Identification Requirements. Travelers are solely responsible for obtaining and carrying all required travel documents and identification for their itinerary, including passports, visas, vaccination records, and government-issued identification.

For travel within the United States, federal law may require travelers age 18 and older to present a REAL ID-compliant driver's license or identification card, passport, or other TSA-accepted identification for airport

security screening and boarding of domestic commercial flights. Travelers should confirm current requirements directly with the Transportation Security Administration ("TSA") and applicable governmental authorities before departure.

Failure to possess required or acceptable identification may result in denied boarding, delays, missed travel arrangements, cancellation of travel services, additional screening, or other losses. Company shall have no liability for any costs, damages, refunds, delays, denied boarding, missed connections, or travel disruptions arising from a traveler's failure to obtain, carry, or present proper identification or travel documentation.

Travelers are encouraged to verify acceptable identification requirements directly with TSA prior to travel.

When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. For more information you can visit the TSA website at https://www.tsa.gov/travel/security-screening/identification.

Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, the remaining portions shall remain in full force and effect. No additions, deletions or changes can be made to the release form, and signing it is a requirement for joining the trip.

I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my involvement or participation in these programs as provided above, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

IF APPLICANT IS UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST AGREE TO TERMS AND CONDITIONS ON APPLICANT'S BEHALF.

FOR THE PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

By acknowledging receipt of this document and registering for this tour, I understand that my deposit becomes non-refundable when received by Kaleidoscope Adventures. If I cancel my trip 35 days or more prior to departure, the entire per person deposit is non-refundable plus any non-refundable payments made to suppliers on my behalf including my portion of the shared costs per person. If I cancel less than 35 days prior to departure, 100% of my total trip cost is non-refundable.