



## Participant Release and Binding Arbitration Agreement

I, the undersigned (or my parent or guardian if I am under 18 years old), a participant on an educational tour provided by Lakeland Tours, LLC d/b/a WorldStrides (hereinafter referred to as "WorldStrides"), hereby agree to the following:

WorldStrides, its owners, directors, officers, employees and affiliates, your sponsoring school, teachers, chaperones and Program Leaders, (collectively "WorldStrides") 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, medical service providers\*, etc. All such persons and entities are independent contractors. As a result, WorldStrides 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. Without limitation, WorldStrides is 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, acts of government, government-imposed travel restrictions, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, the closure or shut-down of any building, facility or attraction, 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, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, government-imposed quarantine, difficulty in evacuation in case of a medical or other emergency, illness, disease, epidemics or pandemics or the threat thereof or for any other cause beyond the direct control of WorldStrides. (For further information regarding travel to your specific destination(s), you are encouraged to visit the Centers for Disease Control and Prevention's Travelers' Health website at [www.cdc.gov/travel](http://www.cdc.gov/travel), as well as, if applicable, the State Department's International Travel website (<http://travel.state.gov/travel/>)) ***I hereby acknowledge and understand the risks associated with traveling and voluntarily assume these risks in order to participate in the tour provided by WorldStrides. In addition, I release WorldStrides from all liability related to these risks.***

Without diminishing Paragraph 1 of this Agreement, I understand that WorldStrides is not responsible for me when I am apart from WorldStrides-organized activities, such as visits to friends or relatives, during free time, or during stay-ahead/stay-behind optional periods if the optional period does not include the services of a WorldStrides Tour Director.

If I become ill or incapacitated, WorldStrides, or my chaperone, may take any action they deem necessary for my safety and wellbeing, including attempting to secure medical treatment and/or transporting me home.

**\*Important:** WorldStrides is not a medical service provider, and its employees are not trained to render medical care or treatment, nor does WorldStrides control the selection, hiring, training, or supervision of the staff of any medical service provider, including, but not limited to, The George Washington University Medical Faculty Associates (GWMFA). The Doctors on Call program is independently operated by GWMFA and WorldStrides disclaims all liability arising out of the rendering or failure to render any medical, dental, surgical, nursing or therapeutic service of treatment, or from the furnishing or failure to furnish any drugs, medications, medical or dental supplies or appliances, or to any claim you may have related to screening, selection, hiring, retention, training, instruction or supervision of any employee, or any other person or organization engaged in providing or failing to provide such services. ***I hereby acknowledge and understand that WorldStrides is not a medical service provider, and I hereby release WorldStrides from all liability related to any provision of, or failure to provide, any medical services.***

I agree to abide by WorldStrides' regulations and the directions of my chaperone or WorldStrides' personnel during my tour. Failure to do so may result in WorldStrides terminating me from the tour immediately. I understand that disobeying such rules or directions is cause for me to be sent home, at my own expense, with no right of refund.

I agree to abide by all local laws including those concerning drugs and alcohol. I understand that to abuse or disobey such laws is cause for me to be sent home, at my own expense, with no right of refund. I understand that I will be subject to the laws of the country I am visiting.

I understand that 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 or facilities, buses, ferries, trains, or cruise ships. I will indemnify WorldStrides and hold it harmless for any financial liability or



obligation which I incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on a WorldStrides tour.

I understand that both WorldStrides and my chaperone reserve the right to refuse or cancel my enrollment for conduct which in either's sole discretion could impact the participant's ability to comply with trip regulations or which could impact the group's enjoyment of the trip and that in any such case standard cancellation fees will apply.

WorldStrides has the right to make changes in tour itineraries and departure dates and to modify transportation or lodging arrangements. In the event of changes being made, refunds will be given only in accordance with the provisions of the Terms & Conditions applicable to my program.

I understand that it is my responsibility to secure all necessary travel documents, including passport, visas, transit visa and any required travel insurance unless specifically arranged for the group by WorldStrides. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in the "WorldStrides Terms and Conditions."

I acknowledge my choice to travel with my group, and I understand that this choice is not the responsibility of WorldStrides.

Any film or video likeness taken of me while participating in a WorldStrides program and any comments or statements made by me while participating in a WorldStrides program may be used in future promotional or other materials published by WorldStrides without payment of any consideration therefor.

This agreement, and the Terms & Conditions supplied herewith (collectively, "Agreement") constitute the entire agreement between WorldStrides and me. I understand that no warranty or representation not herein, including but not limited to any online or printed marketing materials or any oral statements made to me by agents of WorldStrides or by my school or Program Leader, applies to any WorldStrides tour. This agreement may be amended or modified only in writing, signed by a WorldStrides officer.

**BINDING ARBITRATION.** I agree that any dispute concerning, relating, or referring to this Agreement, the brochure, or any other literature concerning the tour, or the tour itself shall be resolved exclusively by binding arbitration in Charlottesville, Virginia, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Virginia law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. I understand and agree that I am irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury. I further understand and agree that I am expressly waiving any right that I may have to participate in any class, group, or representative proceeding.

Date: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

*If Participant is under 18 years old –*

Parent/Legal Guardian Name: \_\_\_\_\_

Parent/Legal Guardian Signature \_\_\_\_\_

Trip Date: \_\_\_\_\_

Destination: \_\_\_\_\_