



PARTICIPANT AGREEMENT 2020/2021

Please read this document carefully as the deposit and payment for your trip constitutes consent to all conditions and provisions included.

1. I understand that my travel program begins as stated in the itinerary. I further understand that travel involves certain risks to health, safety and property. Many countries do not have the safety and health standards that exist in the United States. I am willing to accept the associated risks and understand that **Escape Artists, LLC/ DBA Arts and Cultural Travel (ACT)** cannot guarantee health and safety on a foreign travel program.
2. I will indemnify ACT, its affiliates, agents, directors, employees, and my group leader and hold them harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating in an ACT program.
3. I hereby release ACT, its affiliates, agents, directors, officers, and employees and my group leader, including any person or entity employed or utilized by ACT in any foreign country (the "Released Parties"), from all claims, demands, actions, lawsuits, settlements, judgments, damages, losses, costs and expenses of any nature (direct, indirect, consequential or incidental) arising out of any personal injury, death, bodily injury, mental anguish, physical, property or other damage that I may suffer as a result of my participation in any activity (including swimming, snorkeling and trekking) during an ACT travel program. I further release the Released Parties from all claims, demands, actions, lawsuits, settlements, judgements, damages, costs, losses, and expenses of any nature (direct, indirect, consequential or incidental) arising out of any personal injury, death, bodily injury, mental anguish, physical, property or other damage that I may suffer as a result of events beyond the individual or collective control of the Released Parties or any of them, including without limitation, acts of God, war, terrorism, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from the use of any vehicle or from ACT 's, or any Released Party 's selection of, or from any act or omission by, any bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel service, hotel, restaurant, school, university, or other firm, agency, company or individual.
4. I understand and agree that ACT will have no liability or responsibility for me when I am absent from ACT organized activities such as visits to friends or relatives or for periods when I travel separately before or after the ACT travel program.
5. I agree that I am fully responsible for any losses or costs arising from the damage, loss or theft of any of my personal property during the travel program.

6. I understand that the air carrier's liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or the Warsaw Convention or both.
7. I understand that ACT has the right to refuse or cancel my registration in its sole discretion.
8. I understand and agree that if I become ill or incapacitated ACT may take action it deems necessary for my safety and well-being, including securing medical treatment and transporting me back to the United States, all at my own expense. I hereby release ACT and its affiliates and/or operators from all liabilities resulting from the provision of or failure to provide medical assistance. I agree to pay or reimburse any extra expenses incurred on my behalf by my group leader or other group members for medical or other reasons, including, without limitation, accommodation, meals, telephone calls, and transportation costs.
9. I agree that if I have a food allergy, I will take complete charge of my food intake while overseas. I understand that language differences may impede my understanding of certain ingredients contained in various recipes. I understand that ACT will not be liable for any incident that arises as a result of my allergy. I also understand that I will not be compensated for any uneaten meals.
10. I understand that the itineraries and instructors presented in my travel program are subject to modification and change by ACT or its designated tour operator. Every reasonable effort will be made to operate the program as stated but alterations may still occur after the final itineraries are sent.
11. I understand that it is my responsibility to determine what travel documents (such as passports, visas + vaccination certificates) are required to enter or connect through all the countries on my travel program. It is also my responsibility to secure such required documents. Failure to obtain documents does not negate the terms and conditions, nor does it constitute grounds for withdrawal with full refund. Any extra costs incurred for rerouting due to travel without the necessary documents will be the participants responsibility.
12. I have read a full description of the travel program including all scheduled activities. I understand that ACT can make changes to my travel program including but not limited to flight arrangements and order of the itinerary. Holidays, special events or other conditions beyond ACT's control may result in the unavailability of centrally located hotels and/or other services. In such cases ACT reserves the right to provide alternative hotels and/or services, or to charge a supplement. Specific hotels and/or locations can be requested but are not guaranteed.
13. If I wish to cancel my travel program I understand that I must do so in writing. Any refund will be according to the Registration Specifics appearing on the ACT website <https://artsandculturaltravel.com/> .
14. Any controversy or claim arising out of, relating to, or interpreting this agreement shall be resolved by arbitration to be conducted before the American Arbitration Association in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.
15. I acknowledge that I have read and agree to the ACT Registration Specifics as well as those provisions contained and referred to in this Participant Agreement, and acknowledge that they constitute the entire agreement between ACT and me.
16. This agreement may be modified or amended only in writing and signed by both parties. ACT's waiver of any provision of this agreement shall in no way affect the remaining provisions of this agreement. This agreement will be effective when my application is accepted by ACT, shall be governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon my heirs, next of kin, executors and administrators.

This agreement will be effective when my application is accepted by ACT and shall be governed by the laws of the State of Massachusetts.