

Terms & Conditions

By registering and paying your deposit for the Park University Patron's Society trip (hereinafter referred to as "Tour"), you are entering into this Participant Agreement with Park University and their Vendors/Suppliers/Planners/Operators, and like thereof. Please read these terms carefully before making a deposit or payment for this Trip. These terms may be supplemented by additional terms and conditions specific to your Tour ("Supplemental Terms") provided by Park University and/or their Vendors/Suppliers/Planners/Operators, and like thereof. In the event of a conflict between this agreement and the supplemental terms, the Supplemental Terms will apply.

Park University Patron's Society Tour Participant Agreement

Park University is working with TRU Incentives, Inc. who acts only as a third-party planner and is not responsible for the acts or omissions of other parties. Park University and their travel planner, TRU Incentives Inc., as well as all trip Vendors and Suppliers are collectively referred to as "we" or "us". The terms and conditions of this Participant Agreement apply to your Tour program as a whole, including all events (the "Itinerary").

Pricing and Inclusions: Quoted Tour prices are listed as per person/single occupancy and per person/double occupancy. Prices include Tour planning, handling and operational Tour management, hotel rooms, tickets to events, and receptions, as well as certain Tour "group" expenses (transportation) and are based on current rates quoted by vendors/suppliers at the estimated level of participation, including correlating taxes in effect at the time of the initial program costing.

Exclusions: Quoted Tour prices exclude: trip insurance; domestic and international airfare, airport transfers, costs associated with obtaining passports or entry visas, excess baggage charges; gratuities to the Tour directors, drivers and guides; meals other than those specified in the Itinerary; sightseeing not included in the Itinerary; and personal expenses such as laundry, communication charges and optional activities (which are subject to availability), and any other expense not mentioned in the Program Inclusions.

Reservations and Payments: The full package prices are listed on the Website, and payment of the full package price is required in order to confirm your booking and reserve your spot on the limited space Tour and is non-refundable. If the Tour is already full, we will accept payment on a standby basis. If space becomes available, you will have the choice of joining the Tour by paying in full or forfeiting the space in return for a refund of your package fee. At the time of your reservation, the entire cost of the trip will be required in order to secure available space.

Travel Insurance: Medical coverage is very important to have should anything happen while you are traveling. We suggest you check with your health insurance providers to check your coverage allowance, and possible added insurance may be needed to help you cover out-of-pocket expenses if needed. Begin by contacting your health insurance provider to determine if you are covered under your current health plan while traveling. If you are not, we suggest purchasing a travel insurance plan with Medical & Trip Interruption coverage. In addition to providing help with unexpected medical emergencies, a travel insurance policy can also provide coverage for your vacation investment if your trip is delayed, interrupted, or canceled because of sickness, injury, death, inclement weather, business reasons, or other covered reasons. You will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. Full terms and details of a travel insurance plan, including limitations and exclusions can be found in the travel insurance plan policy or description of coverage.

Cancellation by You: We must receive your cancellation notice in writing by email or fax and your cancellation date will be the date on which we receive your notice.

- The package fee is non-refundable due to supplier deposit requirements and retained if you cancel once payment is paid.
- If we receive your cancellation notice between the time of initial payment and thirty-one (31) days from the Tour departure date, we will refund fifty percent (50%) of the total price paid to date, less any stated non-refundable fees.
- If we receive your cancellation notice thirty (30) days or less to the Tour arrival date, we will retain one hundred percent (100%) of the fees paid to date.

PAYMENT TOTAL DUE:

Per person, single occupancy- \$1,647

Per person, double occupancy- \$1,359

Single ticket with post-concert reception - \$375

Price may fluctuate if participant numbers change, or if any associated costs are increased by suppliers from the time the prices are published until the usage is actualized.

Once registered, your decision not to participate in the Tour due to any reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour departure date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Tour, but you may join the Tour late if you wish.

Air Transportation during the Tour: Air is not included in the price of the Tour. If desired, you may contact Park University's Tour Planner, TRU Incentives, Inc., directly to help properly schedule and book your airfare. TRU Incentives Inc. charges a \$50 ticketing management fee per ticket booked and/or rebooked, and full payment is required at time of booking purchase. Please note, if you arrive outside of scheduled airport transfer times, you assume full responsibility and costs associated for transportation, to and from the airport to the hotel. Air costs and availability are subject to change at any time prior to final payment thus the airfare cannot be guaranteed until tickets are paid in full. We will not change your seat assignment request on commercial aircraft without your permission. However, airlines often change seat assignments to satisfy their loyalty members or because of equipment changes (aircraft type). We are not notified of these changes in advance, and often travelers are not made aware of these changes until they arrive at the airport. We cannot be responsible for seat assignment changes made by the airline. Frequent flier programs are private agreements between airlines and passengers, and we cannot be held responsible for mileage discrepancies involving airline loyalty reward programs.

Cancellation or Substitution by Us: We will make commercially reasonable efforts to keep the Itinerary as it has been published; however, the final Itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or goods stated in the Itinerary.

We reserve the right to cancel any Tour or event because of inadequate enrollment that makes the trip economically unfeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. If we cancel a Tour or event, our liability is limited specifically to the associated costs of your payments to us for the canceled services and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances. If a Tour or event in progress must be interrupted or canceled, our liability shall be strictly limited to a refund of the recoverable cost of any unused portion of the Tour or event.

Baggage: We assume no liability for loss or damage to baggage in transit to and from a Tour or while on a Tour. We recommend purchasing a supplemental travel insurance package.

Suppliers Acts or Omissions: All Suppliers/Vendors/Planners/Operators act only as independent contractors to supply or arrange the services named in your Tour Itinerary or otherwise to procure services or goods from third parties such as hotels and other lodging providers, local hosts, guides, bus lines, airlines, car rental companies, driving services, restaurants and providers of entertainment (the "Suppliers"). Park University and TRU Incentives, Inc. assumes no liability or responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers/Vendors/Planners/Operators.

Conduct During the Tour: You are responsible for respecting the authority and following the directions of the Tour guide and the laws of the countries in your Itinerary during a Tour. We may exclude you from participating in all or any part of the Tour if, in our sole discretion, your condition or behavior renders you unfit for the Tour or unfit for continuation once the Tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Tour services or may constitute a hazard or embarrassment. In such a case, our liability shall be strictly limited to a refund of the recoverable cost of any unused portion of the Tour. Should you decide for any reason not to participate in certain parts of the Tour or use certain goods included in the Tour, no refunds will be made for those unused parts of the Tour or goods. You agree to indemnify and hold us harmless from and against all claims, actions or cause of action, liabilities and attorney's fees arising from any third-party claims arising out of the actions or omissions of Suppliers/Vendors/Planners/Operators (b) if you checked the box indicating that you are signing on behalf of yourself and your traveling companions, your companions' claims that you were not authorized to agree to this Participant Agreement on their behalf, thus taking full responsibility.

Limitation of Liability and Damages: In no event will we be liable for any injury, loss, claim, damage or any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with the Tour, even if advised of the possibility of such damages.

Force Majeure: We assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the Tour, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards or climate extremes at locations to which you may travel. You understand that health care standards, facilities and services may be different or even inadequate for treating health conditions.

Assumption of Risks and Release: If you participate in activities during your Tour, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping and terrorist activities; dangers and risks inherent in activities in underdeveloped countries; and dangers of local law enforcement activity. You hereby expressly assume all of these risks and dangers, and you hereby expressly agree to forever release, discharge and hold us and our agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any and every kind and nature whatsoever which you now have or which may hereafter arise out of or in connection with your Tour or participation in any activities in which you participate.

Arbitration and Waiver of Trial by Jury: You agree to present any claims against us within ninety (90) days after the Tour ends and to file any suit within one (1) year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one (1) year. In lieu of litigation and jury trials, each of which is expressly waived, any dispute concerning, relating or referring to this Participation Agreement, the brochure, or any other literature concerning your trip, or the Tour shall be resolved exclusively by binding arbitration in Kansas, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by the substantive law of the State of Kansas. The arbitrator(s) 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 Participant Agreement, including but not limited to any claim that all or any part of this Participant Agreement is void or voidable.

General: You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile or scanned transmission of any signed document shall be deemed delivery of an original. If there are any conflicts between this Participant Agreement and the Itinerary, this Participant Agreement shall apply. All applications are subject to review and approval. We reserve the right to decline to do business with anyone on a nondiscriminatory basis.

Active Elements, Medical Conditions and Special Assistance: Some of our Tours incorporate active elements. You are responsible for familiarizing yourself with the level of activity that will be involved in your Tour. You must disclose in your Participant Information Form (or at such later time when you become aware of such a condition) any existing physical or mental illness, disability, pregnancy or any other condition which may create a health hazard for yourself or others during the Tour or for which you may require medical attention or special accommodation during the Tour. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking for a determination of what assistance we can reasonably provide. We regret that we cannot accommodate you if you have special needs for ordinary daily activities, such as walking and dining. In no instance will our Suppliers or we physically lift or assist you on to or off any vehicles. If we cannot accommodate your special needs, you must be accompanied by a companion who will be responsible for independently providing the assistance needed.

We reserve the right to decline acceptance of anyone we consider unsuitable due to fitness level. We also reserve the right to remove you from the Tour, at your own expense, if your condition is such that it could create a hazard to you or others, or otherwise impact the enjoyment of other passengers.