

TOUR PRICE

The Tour price is based on the projected number of Tour participants, Tour package inclusions and Tour dates as indicated on the Tour Agreement or Parent Letter. Tours which operate below the projected number are subject to price adjustments based on fixed costs. You will be notified of any surcharges in advance of final invoicing.

FIXED GROUP COSTS

Each Tour contains fixed costs that must be paid no matter the size of the group. Fixed costs can include motor coaches, step-on guides, security guards, prepaid non-refundable costs (i.e. theatre tickets), etc., and the expenses of non-paying Tour participants.

TOUR ARRANGEMENTS

Hotel space, ground and/or air transportation, attractions, and/or services are being booked for your group as outlined in your Tour Agreement or Parent Letter. Changes to your itinerary are likely in the booking process because of availability for some attractions at certain times. Some Tour activities cannot be booked until the group's first payment is received. Approximately sixty (60) days prior to your departure date you can expect to receive a proposed itinerary including hotel and transportation arrangements. Your Brightspark Travel, Inc. representative will contact you to review the proposed itinerary and document any changes. At twenty (20) days prior to your departure date you can expect to receive your final itinerary.

FUEL SURCHARGES, TAXES AND OTHER FEES

The Tour price includes all known surcharges (fuel, taxes and other fees) known at the time the group contracted with Brightspark Travel. However, given the volatile nature of fuel prices, suppliers (for example, airlines and coach carriers) at times must assess a fuel surcharge which is not known by any party at the time of contracting service. You will be informed of any fuel surcharge prior to your final payment due date. No surcharge will ever be assessed after the final payment due date.

Additionally, for air tours, airline bag fees, unless otherwise indicated on the Tour Agreement or Parent Letter, are NOT included in the price of the Tour and are the responsibility of the individual or group checking bags or instruments.

Occasionally a governing body will add a tax after transportation has been contracted. Any taxes not in existence at the time the Tour was contracted will be assessed back to the group.

It is important to know that Brightspark Travel works closely with all its suppliers to eliminate or minimize any surcharges related to fuel, taxes or fees. In recent years we've been able to absorb many small increases and not pass them back to our travelers. Given the rising price of fuel, it's important to know a fuel surcharge could be assessed if the price of oil continues to increase.

REFUND GUARANTEE PROTECTION (RGP) FOR US DOMESTIC AND CANADIAN DESTINATIONS ONLY

Brightspark Travel offers a cancellation protection program that covers Tour payments should the passenger not be able to participate for any reason. RGP is a highly recommended optional program at an additional charge. RGP must be paid at the time of the initial Tour registration. The price of RGP can be found on the Tour Agreement and the Parent Letter.

If you have purchased RGP and cancel, all payments made by you over and above the cost of the protection are 100% refunded.

PAYMENTS

A payment schedule has been laid out on the Parent Letter and Tour Agreement. Payments are accepted via check, credit card (online only) or organization Purchase Order. You will have the option of paying in installments, or paying for the Tour in full in one payment.

INITIAL REGISTRATION FEE

A non-refundable registration fee per passenger plus the cost of the elective Refund Guarantee Protection Program, if selected, (for US Domestic and Canadian Destinations only) will be required to register for a Tour. The cost of this registrant fee can be found on the Tour Agreement and Parent Letter. This registration fee will be applied to the cost of your Tour. If the tour is cancelled by the Trip Sponsor within 30 days from the initial payment due date, then the full amount of the registration fee (and RGP, if applicable) will be refunded.

FUNDRAISING PAYMENTS

All fundraising payments must be provided to Brightspark Travel two weeks before all final installments are processed. This will allow passengers to pay only what is due on their final account. Any group fundraising that is sent in after this date will be charged a \$75 flat processing fee per fundraising campaign (to be paid by the organization).

LATE PAYMENTS

All accounts, whether group pay or individual pay, must be up to date and paid in full 60 days prior to departure. Each installment that is late will be charged \$15 per passenger or \$60 per passenger for the final installment. Passengers will not be permitted to participate in the Tour if their account is not paid in full. Brightspark Travel reserves the right to cancel a Tour or Tour participant due to insufficient funds or non-payment.

NSF CHECKS

A \$35 fee per each non-sufficient fund check will be applied. Should your final installment check be returned NSF, we will require guaranteed payment for that installment plus the fee immediately. Passengers will not be permitted to participate in the Tour if their account is not paid in full.

LATE REGISTRATION FEE

A fee totaling 10% of the Total Tour Package Price will be assessed for an individually billed participant registering within 60 days of departure.

RE-INSTATEMENT FEE

A \$50 fee, plus any additional airfare costs, will be assessed if you cancel your reservation and choose to re-instate at a later date.

NAME CHANGE FEE

For Domestic Tours, a \$150 fee will be assessed for any changes requested within 21 days of departure. For International Tours, a \$200 fee will be assessed for any changes requested within 21 days of departure.

MANUAL INSTALLMENT FEE

If you utilize a manual installment process to pay for your tour, installment payments must be made by the dates noted on your Registration Information and there will be a \$5.00 fee levied for each installment.

SOLD OUT TRIPS/WAITING LISTS

In the case of trips that are sold out, additional participants will be entered onto a waiting list and added to the Tour as space permits. Participants on the waiting list will be informed of their status as follows:

- Individually Billed Accounts - by Brightspark Travel via an email indicating status after consulting with trip sponsor
- Group Pay Accounts - by the trip sponsor

ROOMING LIST

The organization will be required to submit a rooming list 60 days prior to departure to ensure the group is appropriately accommodated. Should the organization submit this late, a \$75 penalty will be charged to the organization.

REQUIREMENTS

For the protection of the sponsoring organization and its leaders as well as Brightspark Travel, the following applies on all Tours that Brightspark Travel coordinates:

- Tour rules must be adopted and shared with all Tour participants. Tour rules are at the discretion of the trip sponsor and must not violate any local health or safety regulations.
- Medical Release and Proxy form must be signed a participant's parents/guardian and carried on Tour.
- Brightspark Travel's cancellation policy for Individual Participants must be distributed to all paying participants so they know what to expect if they cancel from a Tour.

ACCIDENT AND ILLNESS PROTECTION FOR: US DOMESTIC

Accident, illness and accident-related dental insurance coverage is provided for all participants. Limits per single occurrence are \$5,000 for accident, \$1,500 for illness and \$750 for accident related dental. Any charges not covered by this insurance are the responsibility of the participant. Pre-existing conditions are not covered under this policy. Complete terms and conditions of insurance are available from Travel Guard.

CANCELLATION POLICY FOR ORGANIZATIONS

If the sponsoring organization or trip sponsor cancels the entire Tour, the following penalties apply:

DOMESTIC TOURS

- Within 30 days of deposit date noted on payment schedule, no penalty or cancellation fees will be incurred. However, group is responsible for any non-refundable vendor payments made on behalf of the group
- 31 days from initial payment due date to 81 days prior to departure, 15% of Total Tour Package Price
- 80-61 days prior to departure, 25% of Total Tour Package Price
- 60-46 days prior to departure, 50% of Total Tour Package Price
- Within 45 Days Prior to departure, 100% of Total Tour Package Price

INTERNATIONAL TOURS

- More than 140 days from departure, no penalty or cancellation fees will be incurred. However, group is responsible for any non-refundable vendor payments made on behalf of the group
- 140 to 100 days prior to departure, 15% of Total Tour Package Price
- 99-61 days prior to departure, 25% of Total Tour Package Price
- 60-46 days prior to departure, 50% of Total Tour Package Price
- Within 45 Days Prior to departure 100% of Total Tour Package Price

ONE-DAY DOMESTIC TOURS

- Before 60 days from departure, no penalty or cancellation fees will be incurred. However, group is responsible for any non-refundable vendor payments made on behalf of the group
- 60-31 days prior to departure, 25% of Total Tour Package Price
- 30-15 days prior to departure, 50% of Total Tour Package Price
- Within 15 Days Prior to departure, 100% of Total Tour Package Price

CANCELLATION POLICY FOR INDIVIDUALS

The registration fee is non-refundable (except if the Trip Sponsor cancels the trip within 30 days from the initial payment due date or the participant selects RGP). In addition to that fee, cancellation penalties will be calculated based on the total Tour cost as follows:

DOMESTIC TOURS

- Within 30 days of deposit date noted on payment schedule, Registration Fee only
- 31 days from initial payment due date to 81 days prior to departure, 15% of Total Tour Package Price plus Registration Fee
- 80-61 days prior to departure, 25% of Total Tour Package Price plus Registration Fee
- 60-46 days prior to departure, 50% of Total Tour Package Price plus Registration Fee
- Within 45 Days Prior to departure, 100% of Total Tour Package Price

INTERNATIONAL TOURS

- More than 140 days from departure, Registration Fee only
- 140 to 100 days prior to departure, 15% of Total Tour Package Price plus Registration Fee
- 99-61 days prior to departure, 25% of Total Tour Package Price plus Registration Fee
- 60-46 days prior to departure, 50% of Total Tour Package Price plus Registration Fee
- Within 45 Days Prior to departure 100% of Total Tour Package Price

ONE-DAY DOMESTIC TOURS

- Before 60 days from departure, Registration Fee only
- 60-31 days prior to departure, 25% of Total Tour Package Price plus Registration Fee
- 30-15 days prior to departure, 50% of Total Tour Package Price plus Registration Fee
- Within 15 Days Prior to departure, 100% of Total Tour Package Price



NOTICE OF CANCELLATION

All passengers cancelling from a Tour must notify Brightspark Travel in writing. Cancellations are accepted via email, fax or mail.

Email: customerservice@brightsparktravel.com FAX: 847-509-0011

Mail: Brightspark Travel, Inc., 8750 W. Bryn Mawr, Suite 450E Chicago, IL 60631

REFUNDS FOR CANCELLATIONS

Refunds are issued for cancellations in the same manner as payment was received. Checks are issued for check payments and credits on debit/credit accounts. All cancellations must be in writing. Refunds may take 4-6 weeks to process.

For group pay accounts refunds are issued directly back to the organization unless otherwise directed by the organization.

For individual billing accounts refunds are issued directly back to the payee (generally a parent or guardian) except for fundraising monies or payments made on behalf of the individual by the school or organization, in which case those monies will be refunded back to the school or organization unless directed otherwise by the Trip Sponsor.

Additionally, participants travelling to International Destinations (not including Canada) must file a claim directly with Travel Guard for any refund due to an accepted reason for cancellation. Please refer to the Travel Guard policy for further detail.

PASSENGER NAME CHANGE ON TRIPS WITH AIRFARE COMPONENT (FOR ORGANIZATIONS ONLY)

Brightspark Travel will process a name change on an air ticket if the airline allows for it. All fees assessed by the airline to process the name change will be passed on to the Organization. The latest name change on an air ticket will be processed by Brightspark Travel is 30 days prior to departure.

GENERAL

Brightspark Travel reserves the right to make changes in the itinerary whenever, in its sole judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the Tour.

Brightspark Travel has permission to use, without compensation, any photo, film or video likeness taken of a participant as well as any comment or statement made by him/her while taking part in a Brightspark Travel Tour in materials published by Brightspark Travel.

Brightspark Travel will work to accommodate all persons with disability needs. If you have a disability and require assistance when traveling, notify us as soon as possible. Please note that payment for contracted services such as interpreters, one on one aides and so forth are the responsibility of the parents or sponsoring organization and not Brightspark travel.

The traveler is responsible for obtaining the appropriate identification and documentation to travel by air domestically or internationally. Brightspark Travel's cancellation penalties will apply if the traveler cancels the trip because they are unable to obtain the appropriate identification (e.g. passports, visas).

LIMITATION OF LIABILITY

Brightspark Travel purchases transportation, hotel and other services from various independent suppliers that are not subject to its control. Neither Brightspark Travel its affiliates, owners, officers, agents, employees, nor any associate organization shall be held liable for any act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of Brightspark Travel, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. You further understand that Brightspark Travel neither owns nor operates such third party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold Brightspark Travel responsible for their acts or omissions. In no event will Brightspark Travel be responsible for incidental, consequential or special damage or loss suffered by any person. Brightspark Travel's maximum liability, for any reason whatsoever, will be limited to the amount paid to Brightspark Travel for its services.

FORCE MAJEURE

Without limitation, Brightspark Travel will make no refund for and is not responsible for any matter beyond the control of Brightspark Travel, including but not limited to the negligent or willful acts of others; acts of God or force majeure, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels or other accommodations, or for any other reason beyond the control of Brightspark Travel. You understand, agree with, and agree to be legally bound by the terms of the release and waiver of liability set forth herein.

ARBITRATION

Any controversy or claim arising out of or relating to these Terms and Conditions or the performance thereunder, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Atlanta, Georgia USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive Delaware law. This dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any actions and proceeding brought hereunder shall be governed by the laws of the State of Delaware without regard to conflict of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, these Terms and Conditions shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

WAIVER OF JURY TRIAL

In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

SEVERABILITY

The invalidity or unenforceability of any part of these Terms and Conditions, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of these Terms and Conditions, or its application to other situations or circumstances. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

WAIVER

Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the Terms and Conditions shall not constitute a waiver of any such Terms and Conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

EXCLUSIVITY

Except as otherwise expressly provided to the contrary, the rights herein granted and these Terms and Conditions are for the benefit of the parties hereto. The Terms and Conditions shall be exclusive of any advertising, marketing or other sales literature or activities of Brightspark Travel and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with these Terms and Conditions.

ACKNOWLEDGMENT OF RISK

You understand and acknowledge that your travel in connection with and participation in the tour arranged at your request by Brightspark Travel may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, officers or agents of Brightspark Travel or the negligence or participation of other participants, contractors and/or subcontractors to Brightspark Travel. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during your journey.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY/PARTICIPATION

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, or contractors of Brightspark Travel. You understand and acknowledge that Brightspark Travel reserves the right to accept or reject any participant for any reason, and Brightspark Travel or its guide has the right to disqualify you from any trip activity, if in Brightspark Travel's or such guide's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform Brightspark Travel, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to Brightspark Travel.

RELEASE OF LIABILITY

In consideration of the services and arrangements provided by Brightspark Travel, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Brightspark Travel, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith. You specifically understand and agree that you are releasing, discharging and waiving any claims or actions that you may have presently or in the future for the negligent acts or conduct of the owners, directors, officers, employees, agents or affiliates of Brightspark Travel.

EXPRESS WAIVER OF CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against Brightspark Travel its owners, officers, directors, agents, contractors and employees, for any reason whatsoever.

SELLER OF TRAVEL

Brightspark Travel is a registered seller of travel in California, Florida, Hawaii, Iowa, and Washington under each state's seller of travel regulations.

- California registration number: 2042487
- Florida registration number: ST37033
- Hawaii registration number: 44821
- Iowa registration number: 1031
- Washington registration number: 603096501



PARTICIPANT INFORMATION (please provide complete legal name)

First Name _____ Gender MALE FEMALE
 Middle Name _____ Participant Type ADULT STUDENT
 Last Name _____ Date Of Birth _____

Address _____
 City _____ State/Prov. _____ Postal/Zip Code _____

Participant has no special needs, allergies, or dietary restrictions
 Allergies _____
 Dietary Restrictions _____
 Special Needs _____

PARENT/GUARDIAN'S NAME

First Name _____ Phone _____
 Last Name _____ Alt Phone _____
 Email _____

BILLING ADDRESS (if different than above)

Address _____
 City _____ State/Prov. _____ Postal/Zip Code _____

PROTECT YOUR PURCHASE WITH RGP

Brightspark strongly advises you to avoid cancellation penalties by adding RGP - Refund Guarantee Protection to your account for **\$36.00**.

From the minute you sign up for RGP you can **cancel at any time, for any reason and you will receive a full refund of all tour payments** (not including the cost of RGP).

- YES, I would like to sign up for RGP
- NO, I decline purchasing RGP

If you have opted to include RGP the cost of this with your registration fee is due at this time.

PAYMENT INFORMATION

Please make checks payable to Brightspark Travel, Inc.

Return completed form and check to:

Brightspark Travel, Inc
 8750 W.Bryn Mawr, Suite 450E
 Chicago, IL 60631

\$ 50.00	REGISTRATION FEE
\$ 36.00	RGF
\$ 86.00	TOTAL

SIGNATURE

By signing below, I hereby agree to all attached terms and conditions

.....
 Signature of Parent or Guardian

.....
 Date

All registrants under 21 years of age must have their parent/guardian sign

