

GENERAL TERMS AND CONDITIONS

Globus: herein known as the “trip provider,” “trip supplier,” and “traveler agency,” is the provider of ground tour and travel.

Advantage Travel: herein known as the “air travel provider” or “air travel supplier” is the provider of international airfare.

Florida SouthWestern State College: is the facilitator of Global Journeys

Payment of your deposit signifies your consent to the following terms and release agreement.

Included in Tour Price: International flights from designated airport, transportation to Miami or Fort Lauderdale airports if applicable, flights and transportation for travel described on the itinerary (including a private motor coach), activities outlined in the itinerary including entry fees, tips/gratuities for various servers/staff during activities, meals as indicated on the itinerary, accommodations in top rated hotels (based on double occupancy), international health insurance, pre-departure meetings and general travel preparatory support

Not Included in Tour Price: Costs of passport, visas, immunizations/inoculations; baggage fees beyond one checked and one carry on per flight and overweight limit fees; personal service at hotels including but not limited to laundry, room service, in-room pay by use amenities; gratuities for on-site local tour guide and driver; optional travel insurance; all other items not listed in inclusions.

Medical Disclosure: Current or developing medical conditions which would cause a physical challenge to a participant must be disclosed to Florida SouthWestern State College upon registration (or upon development). If physical challenges exist prior to registration, you should consult with your medical professional for clearance to travel. Florida SouthWestern State College will work to make reasonable accommodations but is not responsible for any denial of services by other independent vendors, venues, tours, guides, attractions, or purveyor of any transportation type. Smoking is NOT permitted in the hotels, on motor coaches, or on other modes of transport used by the group.

Air Transportation: Round-trip economy air from a designated airport for each trip is included in the tour price. Exact times and routes of flights will be disclosed at least 120 days prior to departure; however, flight schedules (both international and domestic) are subject to alteration by airlines. If you choose to make travel arrangements separate and apart from your registered trip but which will occur prior to or subsequent to this trip, we advise that you do not schedule same day flights or arrangements. Florida SouthWestern State College will not be liable for any loss due to flight alterations or cancellations. Most seat assignments are completed at airport check-in; Florida SouthWestern State College does not guarantee seat assignments.

Cancellations, Refunds, and Changes: Florida SouthWestern State College will attempt, but is not required, to accommodate alteration requests if possible. Any additional fees incurred will be the responsibility of the participant. Florida Southwestern State College is not responsible for misspellings or typos on any travel documents, bookings or reservations. Please ensure that your legal name and passport information provided at time of registration are accurate as any airfare ticket alteration resulting from inaccurate information will result in additional fees to the participant. If your reservation changes to a single occupancy for any reason, you will be charged the sole traveler supplement. In the event you must cancel your trip, initial deposits are nonrefundable. Airline fees may be partially refundable up to 150 days out and are based on individual airline policy. The land portion of the fees are partially refundable based on Globus policy outlined in the Globus Guest

Acknowledgment. Cancellations received after business hours EST will be processed the next business day. Cancellations of any portion of a trip by a trip provider or air travel provider due to any cause beyond the control of Florida SouthWestern State College including but not limited to a national emergency by order of the United States Government or the State of Florida or foreign government, Act of God, utility service disruption, criminal activity, fire, collapse, or labor disturbances are not the responsibility of FSW and any refund is solely determined by the trip provider or air travel provider's terms and conditions.

TRAVEL AGREEMENT AND RELEASE

1. I understand that international travel involves certain risks to personal health, safety and property. Many foreign countries do not have the safety and health standards that are present in the United States. I am willing to accept the associated risks and understand that Florida SouthWestern State College cannot guarantee the health and safety of participants in a foreign trip or eliminate the risk from a foreign environment.

2. Florida SouthWestern State College Global Journeys does not provide travel services or act as the agent of any provider of travel services. The liability of Florida SouthWestern State College as a facilitator of Global Journeys, is strictly limited. Florida SouthWestern State College Global Journeys is not responsible or liable for any of the services provided for/by Globus or Advantage Travel, or any other travel agency or provider, or for any of the services of hotels, motor coaches, trains, vessels, aircraft, or other forms of transportation that may be used in connection with the tour. All arrangements for transport, accommodations, and services are made upon the express condition that Florida SouthWestern State College Global Journeys shall not be liable for any direct, indirect, consequential, or incidental damage, injury, loss, accident, delay, or irregularity of any kind occasioned by reason of any act or omission beyond their control, including, without limitation, any act of negligence or breach of contract of any third party such as an airline, cruise line, train, hotel, restaurant, tour operator/supplier, ground handler, etc., including their employees, agents, servants, or representatives, who is to or does supply any goods or services to the tour. Without limiting the foregoing, Florida SouthWestern State College Global Journeys is not responsible for any losses or expenses due to delay or changes in schedule, overbooking of accommodations, default of any third parties, sickness, weather, strikes, acts of God, acts of terrorism, war, quarantine, criminal activity, the defect of any vehicle, or for any other cause beyond its control.

3. I release and hold harmless the District Board of Trustees, Florida SouthWestern State College, Florida, its trustees, employees, officers, and volunteers, and agree not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation in any Florida SouthWestern State College -Global Journeys tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, or wrongful death. I, including my heirs, hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any Florida SouthWestern State College -Global Journeys tour. I further agree to release and hold harmless the Released Parties from any and all decisions to cancel, modify, or delay the tour as a result of acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorists activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, governmental restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the sole opinion of Florida SouthWestern State College

to conduct the tour. I further agree to hold the Released Parties harmless for the acts or omissions of any other individuals or entities over which the Released Parties have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators.

4. I understand and acknowledge that Florida SouthWestern State College does not own or operate any of the entities that provide goods or services on my tour. Without limiting the generality of the foregoing, I release the released parties from, and agree NOT TO HOLD the District Board of Trustees, Florida SouthWestern State College, Florida, its trustees, employees, officers, and volunteers, PAST, PRESENT AND FUTURE, LIABLE for any bodily injury, mental anguish, emotional distress, physical or property damage, that I may suffer from the negligence of the District Board of Trustees, Florida SouthWestern State College, Florida, its trustees, employees, officers, and volunteers other than from intentional or reckless acts.

5. Florida SouthWestern State College Global Journeys and/or the travel supplier reserves the right to refuse or cancel my registration at its sole discretion. Florida SouthWestern State College Global Journeys reserves the right to change the itinerary of the tour, or to substitute similar quality hotels or airlines without prior notice. If the tour is cancelled by Florida SouthWestern State College Global Journeys for any reason, Florida SouthWestern State College shall have no liability beyond the refund of all tour participant deposits received by them, net of any and all expenses due to suppliers and the airline refund policies. Florida SouthWestern State College Global Journeys, in its sole discretion, may increase the tour price in the event costs increase. Florida SouthWestern State College Global Journeys may decline to accept or retain any tour participant as a participant on the tour at any time.

6. Airline tickets may be sold in conjunction with the services of any airline. The passenger tickets in use by the carriers, cruise lines, and other independent suppliers, when issued, shall constitute the sole contract between the carriers and the passenger. If you choose to make your own air arrangements, Florida SouthWestern State College Global Journeys shall not have any liability for any loss resulting from cancellation of or changes to this tour.

7. Prices are subject to unforeseen surcharges or price increases which, if imposed by airlines or other suppliers, will be separately billed.

8. It is my responsibility to secure the necessary travel documents (passport and visa[s]) unless specifically arranged for the group by FSW or the trip provider. Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation guidelines as outlined above for cancellation based on guest request.

9. Florida SouthWestern State College Global Journeys is not responsible for loss of passports, airline tickets or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost paper airline ticket, the participant is solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.

10. I understand and agree that this agreement and booking conditions constitute the entire agreement between District Board of Trustees, Florida SouthWestern State College, Florida and me with reference to the subject matter and herein, and I do not rely on any promises, inducements, or agreements not herein, including but not limited to any oral statements made to me by any agents or any employees of Florida SouthWestern State College. This agreement may not be or modified. The unenforceability or waiver by District Board of Trustees, Florida SouthWestern State College, Florida of any provision in this agreement shall in no way affect the remaining provisions of this agreement and this agreement shall be interpreted as if such clause or provision were not contained herein.

11. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged under the laws and jurisdictions of the state of Florida. In the event of any claim, dispute, or proceeding arising out of my relationship with District Board of Trustees, Florida SouthWestern State College, Florida or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of Lee County, State of Florida.

I have read both the General Terms and Conditions and the Travel Agreement and Release before signing below, and I fully understand the contents, meaning and impact of this release.

NOTARIZED SIGNATURE

Printed Name of Participant: _____

Printed address: _____

**Signature of Participant
(or legal guardian if Participant
is under 18 years of age):**

Date:

**STATE OF FLORIDA,
COUNTY OF _____**

**The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by (name of person acknowledging) _____**

(Seal)

**Signature of Notary Public
Print, Type/Stamp Name of Notary**

Personally known: _____

OR produced identification: _____ **Type of identification produced:** _____