

Discovery Enrollment Booklet

2018

L.E.A.D.

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USA

www.leaddiscoveryusa.com

Terms and Conditions & Liability and Risk

Payment Schedule: Channel Islands Science Discovery, please make checks payable to LEAD USA, Inc. The deposit of \$200.00 is due on 6/22/2018 for the 2 payment plan or the one time payment of \$589.00 is due August 31, 2018 or late fees will be applied. (late registrations will only be accepted on a case by case basis.)

Cancellations: Any cancellations must be submitted in writing to this office. For cancellations received more than 120 days prior to departure date, an administrative fee of \$100.00 per person will be retained. Between 119 and 90 days prior to departure date, a fee of 25% of trip cost will be retained. Between 89 and 61 days prior to departure date, a fee of 50% will be retained. Between 60 and 45 days prior to departure, a fee of 75% of the trip cost will be retained. Within 44 days of departure, all monies paid will be forfeited. Ticketing fees are non refundable once individual tickets have been issued through LEAD USA, Inc. Any cancellations will be subject to the cancellation fees above plus any extra fees associated with the cost of airfare.

Substitutions: A letter of cancellation and substitution must be submitted in writing to this office. All substitutions are subject to an administrative fee of \$50. All other monies are refundable. Please note this excludes certain airfare restrictions in which there are no substitutions once individuals have been ticketed or costs involved with ticket changes exist.

Supervision: The Program Organizer and chaperones will establish behavior rules and directions for all student participants. To make the trip safe and enjoyable for everyone, it is important for each student to exhibit responsible behavior at all times. Failure to abide by the rules or directions may result in the student being sent home at the parents' expense and waiving any right to refund. The Group Organizer and chaperones will be present at each site visited by the students. At selected sites, students may be allowed to explore on their own. Parents also agree to provide compensation for any damage of personal or private property caused by their child. LEAD USA, Inc., does not provide chaperones at any time for the group.

Please: Contact your school representative or LEAD USA, Inc. with any inquiries and return the completed registration form and payments to:
LEAD USA, Inc. 16870 West Bernardo Dr., #400, San Diego, CA 92127 (888) 532-2242 office (866) 955-5576 fax

Client Responsibility:

Clients have the responsibility to select a Discovery appropriate for their abilities and interests. Clients are held responsible for being in sufficient good health to undertake the Discovery. Clients are responsible for preparing for the Discovery by studying the itinerary and pre-departure information packets sent by LEAD USA, Inc. (LEAD USA) and for bringing the appropriate clothing and equipment as advised. LEAD USA reserves the right to accept, refuse, or decline service to any Client before or during a Discovery.

Client understands that in the event of cancellation or changes being made, refunds will be given in accordance with LEAD USA's current-year Cancellation/Refund policy. Client understands that if he/she wishes to cancel his/her enrollment in a LEAD USA Discovery, he/she must do so in writing.

Client understands that he/she must pay in full by the deadline dates stipulated in LEAD USA's current-year brochure. If client fails to meet such payment deadlines, he/she realizes that he/she will be assessed and agree to pay the late payment penalties therein described.

Client certifies that he/she is in good physical and mental health and that he/she has no special medical or physical conditions, nor any special needs or requirements which would impede participation in the Discovery, nor be of any harm or inconvenience to self or other clients. Client understands that walking long distances and climbing stairs may be required activities.

Client agrees that if he/she has any special dietary requirements and/or food allergies, he/she will take complete responsibility for his/her food intake and that LEAD USA cannot provide special meal arrangements for him/her nor will he/she be compensated for any uneaten group meals.

Changes to the Itinerary: LEAD USA reserves the right to alter the itinerary and make route, lodging and activity modifications before or during a trip. Itineraries are planned up to a year in advance and unforeseen conditions may necessitate changes.

IMPORTANT TRAVEL INFORMATION & LIMITATION OF LIABILITY: These paragraphs (together with the Release of Liability below) define our responsibility with respect to all our Discoveries. PLEASE READ THIS CAREFULLY. Payment of your deposit represents your acceptance of the following terms and conditions:

LEAD USA, Inc. (LEAD USA) gives notice that services provided in connection with its itineraries, including transportation, hotel accommodations, restaurants, and other services are purchased from various independent suppliers who are not affiliated with LEAD USA in any way. Although it endeavors to choose the best suppliers available, LEAD USA has no right to control their operations and therefore makes these travel arrangements upon the express condition that LEAD USA and its own agents and employees, shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the conduct or default of any company or individual engaged in providing these services. Each of these passengers conveyance companies, tour companies, hotels, restaurants, etc., is subject to the laws of the state or country where the service is provided.

LEAD USA shall not be liable for: (a) expenses such as additional hotel nights and meals not specified in the individual Discovery itineraries which may be required either en route/prior to/or following a Discovery, when caused by individual clients' travel arrangements, by airline scheduling or airline schedule changes, canceled flights, missed flight connections, or by other factors not under LEAD USA's control; (b) expenses incurred in recovering luggage lost by airlines, belongings left behind on a Discovery, or in shipping purchases or other goods home from abroad; and (c) bodily injury or property damage, for any reason including but not limited to acts of God, weather, quarantines, regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled, etc. over which it has no control.

LEAD USA reserves the right to take photographic or film records of any of our Discoveries, and may use any such records for promotional and/or commercial purposes.

LEAD USA reserves the right to decline, to accept, or to retain from further participation any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions or deportment impede trip operation or the rights, welfare or enjoyment of other trip members. A refund based on cost of unused land services is the limit of LEAD USA responsibility in such a case.

Additional Information: Each LEAD USA Discovery begins when you leave from your departure airport and ends upon completion of the return flight.

Limitation of Liability & Assumption of Risk

These Paragraphs (together with the release of liability section of the application form) define our responsibility with respect to all of our trips. **PLEASE READ IT CAREFULLY.** Payment of your deposit represents your acceptance of the following terms and conditions:

By signing the Release of Liability Waiver in my Registration Form, I acknowledge that I have voluntarily applied to participate on the LEAD USA Discovery (or to a Discovery which I may subsequently transfer to). I am voluntarily participating on the tour or Discovery with knowledge that travel involves numerous risks and dangers including, but not limited to: (1) the forces of nature; (2) civil unrest; (3) terrorism; (4) roads, trails, hotels, vehicles, boats or other means of conveyance; (5) high altitude; (6) accident or illness without access to means of rapid evacuation or availability of medical supplies; (7) the adequacy of medical attention once provided; (8) physical exertion for which I am not prepared; (9) negligence (but not the willful or fraudulent conduct) on the part of LEAD USA, or others; or (10) the wild animals I may be exposed to. I acknowledge that the enjoyment and excitement of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

Client hereby waives any and all claims against LEAD USA and its agents or contractors, domestic and overseas, client's local school and any staff members or counselors accompanying the group, their heirs or their estate, arising from any death, injury, loss, damage, accident, delay, irregularity, or expense to person or property incurred from the use of any vehicle or service, strikes, war, weather, sickness, quarantine, government restrictions or regulations, or arising from any act of omission of any steamship, airline, railroad, bus company, sightseeing, hotel or any other service or transporting company, firm, individual or agency.

Client also shall not hold LEAD USA responsible for any loss or damage arising from any errors or omissions contained in this brochure or any other LEAD USA literature, late or non-confirmation or acceptance of bookings and loss or damage caused by delays. In addition, LEAD USA shall have the right, at any time in its discretion and without liability or cost therefore, to cancel any Discovery or the remainder thereof, or make alterations in route, accommodation, price and/or details in the event of any Discovery being rendered impossible or inadvisable by weather, strikes, war, acts of God, governmental interference or any cause whatsoever that is beyond LEAD USA's control. Any and all extra expenses incurred as a result thereof shall be the responsibility of the client.

Client also releases LEAD USA and its agents, servants, employee officers or their assigns, his/her Teacher-Counselor, school, school board or contractors from any financial obligations or liabilities he/she may incur or any damage or injury to self or to the person or property of others that he/she may cause while participating in the Discovery.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

RELEASE: I acknowledge that the cost of LEAD USA Discoveries have been based upon trip participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate on such Discoveries, I hereby RELEASE AND DISCHARGE LEAD USA AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION. I agree this release shall be legally binding upon myself, all minors under the age of 21 traveling, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release LEAD USA from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by LEAD USA and upon acceptance shall be deemed to have been entered into and to be performed at San Diego, California. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association at San Diego, California; (b) the dispute will be governed by California law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my Discovery with LEAD USA.