

Please fill out this form in blue or black ink and print in CAPITAL LETTERS. Fill in circles completely (example: ●). Do not attach anything to this form.

Group Name:
Tour Name:
Tour Dates:
Tour Organizer:

Tour ID:

Participant Information

MALE FEMALE STUDENT ADULT

LEGAL FIRST NAME

LEGAL LAST NAME

PARENT'S FIRST NAME (REQUIRED IF REGISTERING A STUDENT)

PARENT'S LAST NAME (REQUIRED IF REGISTERING A STUDENT)

MAILING ADDRESS

CITY

STATE

ZIP

EMAIL ADDRESS

HOME PHONE

WORK PHONE

CELL PHONE

Cancellation Protection Program (CPP) – Protect your Trip Payments!

CANCELLATION PROTECTION PROGRAM

- Sometimes, participants are forced to cancel travel plans due to illness, playoff games, scheduling conflicts and many other unforeseen issues. To protect your payments, Gerber Tours offers the essential Cancellation Protection Program (CPP) which assures you a refund in case you need to cancel for almost **any reason**. Please see **Terms & Conditions on reverse side** and the attached flyer for a full explanation.
- The CPP cost is \$. . . This amount is in addition and is separate from your Tour Price. To enroll in the program please fill in the appropriate option below:

YES! Please enroll me in the CPP – Please make your **separate check** for \$ payable to Gerber Tours, Inc and return with your initial deposit to your Tour Organizer.
 No, I do not wish to be enrolled in the CPP. I understand that my decision is final and that I may lose up to 100% of the monies paid should I need to cancel for any reason.

Form must be signed by Tour Participant or, if a Minor, Parent or Legal Guardian

By signing below I assert that I am over 18 years of age and the participant, OR I am the parent/legal guardian of the above mentioned participant. I have read and have agreed to Gerber Tours' Terms & Conditions appearing on the reverse side of this page and on our website at www.gerbertours.com/terms/gc

Signature of Participant or Parent/Legal Guardian

Date

Printed Name

TERMS & CONDITIONS

Tour Price: Tour Price is based upon the features of your tour and a minimum number of travelers. A change in the tour features or number of Tour Participants may cause the Tour Price to increase, and therefore the payment schedule to change. In addition, an increase in supplier costs (e.g. fuel or energy surcharges, currency conversion ratios, etc.) may cause the Tour Price, and therefore the payment schedule to change up until final payment is received. Thereafter the only increases which can be passed on are governmental tax increases.

Deposits and Payments: Your completed Registration Form and initial, non-refundable booking deposit are due back to the Tour Organizer by the date indicated on the Registration Form. Please see your Tour Organizer for detailed information on subsequent payments.

Cancellations and Refunds:

Cancellation Protection Program (CPP): This optional, highly valued program assures a refund in case you need to cancel participation on the tour for almost **any reason** up until the day of departure. The program entitles you to a **refund of all monies** paid to Gerber Tours on your behalf, minus the cost of the CPP, the non-refundable booking deposit, and any applicable returned check fees (\$25). If you choose not to participate in this Program by filling in the "No" circle on your Registration Form, you are subject to the standard cancellation and may lose up to 100% of monies paid. CPP cost is in addition to the Tour Price and is only available at the time of registration. Enrollment in the CPP is not available within 60 days of departure. Please make a **separate check** payable to Gerber Tours, Inc. for the amount indicated on the reverse side of this form. Refunds under the program are not available in the unlikely event your trip is cancelled or in the event of acts of government, epidemics, force majeure events or acts of terrorism. All cancellation notices and requests for refunds must be in writing and mailed to Gerber Tours, 100 Crossways Park Dr West, Ste 400, Woodbury, New York 11797-2012 postmarked no later than your departure date. Maximum amount refunded will not exceed payments made to Gerber Tours from the Sponsoring Organization on your behalf. Refunds take approximately 4-6 weeks to process.

Standard Cancellation Policy: Since your sponsoring organization is responsible for all payments made on your behalf to Gerber Tours, all cancellation and refund policies are established by your sponsoring organization. Please direct any cancellation notices and/or refund requests to your sponsoring organization.

Health Proxy Forms and Medical Matters: You must submit to your Tour Organizer a complete and accurate Health History and Medical proxy. Any medical or physical conditions that chaperones should know or that may interfere with your participation on the Tour or with others on the tour must be stated on your Form. I authorize the adults on my tour to obtain emergency treatment as deemed necessary by medical professionals. I understand that I am solely responsible for my pre-program, program and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. I certify that I will consult a physician qualified in travel medicine, immunizations and infectious/tropical diseases prior to my trip departure. Gerber may attempt to bring a participant to a medical facility for emergency treatment, but it is not responsible for any negligent or unsuccessful treatment thereat.

Insurance: Primary medical insurance is included for accident (\$3,000), illness (\$1,500) or accident related dental injury (\$500) that occur during travel. Pre-existing conditions are not covered and other terms apply.

Behavior: Participants are responsible for exercising sound judgment, caution and respect for people, places and things while on tour and are expected to adhere to all rules and regulations set forth by the Trip and chaperones. Failure to do so, may result in the participant being sent home at own expense with no refund.

Alcohol/Drug Policy: Gerber Tours, Inc. has a zero tolerance rule for possession or drinking of alcohol for any participants under 21 and/or possession or use of any illegal drug or drug paraphernalia by any participant. Any participant violating this rule is subject to immediate expulsion from the trip. In any such case, the student or his or her parent or guardian is responsible for transporting the participant home, and waives any claim for any refund of any portion of the trip cost.

Binding Arbitration: Any controversy or claim arising out of or relating in any way to these Terms and Conditions or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Nassau County, New York in accordance with the commercial rules of the American Arbitration Association then existent. In any such arbitration the substantive (but not procedural) law of New York will apply. The arbitrator 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 contract, including but not limited to any claim that all or any part of this contract is void or voidable.

Cancellations due to Governmental Action or Impossibility of Performance:

In the event a trip is cancelled or postponed due to the actions of any governmental or civil authority, school or school district, or a cancellation is caused for any other reason beyond the control of Gerber Tours, tour participants will be entitled to a refund of monies paid less non-recoverable expenses prepaid or incurred by Gerber Tours and the non-refundable booking deposit.

Responsibility Clause: Responsibility Clause: Gerber Tours, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, Gerber), your sponsor, chaperones, if applicable, and its and their employees, (collectively, "Sponsor") do not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, neither Gerber nor your Sponsor is liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, neither Gerber nor your Sponsor is responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services resulting from, but not limited to, acts of government, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal conduct, threatened or actual terrorist activities, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, vehicular incidents, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Gerber or your Sponsor.

Changes in hotel or itinerary may be made at the discretion of Gerber or your local ground operator as it or they deem necessary or desirable. Trip participants are solely responsible for securing their own passports, visas, medical inoculations, reviewing State Department and other advisories or warnings, etc.

Miscellaneous: Gerber reserves the right to decline to accept or retain any person as a member of any trip. Participants are expected to exercise sound judgment, caution and consideration for people, places and things while on the trip and to be attentive and responsive to the guidelines set forth by the trip leader(s) and Gerber. Failure to do so in a manner that may affect the welfare of the participant, the operation of the trip and/or the well-being of others, in the judgment of Gerber or Sponsor, may result in the participant being removed from the tour at his or her own expense with no refund forthcoming. Gerber reserves the right to cancel any trip with its sole obligation to refund all monies received by it for the trip. These terms and conditions can be changed only by a writing signed by an officer of Gerber.

Privacy: Gerber retains the right, in its sole discretion, to contact participant's parents, guardian, and/or emergency contact with regard to health issues or any other matter whatsoever which relates to participant or participant's program. These rights transcend any and all privacy regulations that may apply.

Photo Release: Gerber reserves the right to take photographic or film records or any program. I understand that Gerber may use such records for promotional and/or commercial purposes without limitation, without liability and without payment of any fees.

Seller of Travel Laws Gerber Tours complies with all applicable state seller of travel laws and has registered as follows: **Arizona** Exemption as an ARC Travel Agency #33515285 **California** (CST #2021080-40) Registration as a seller of travel does not constitute approval by the state of California. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. **Florida** Exemption as an ARC travel agency #33515285 **Hawaii** Travel Agency Registration TAR6263 **Iowa** Travel Agency #538 **Oregon** Registry #313609-93 **Washington** Seller of Travel Reg. #602 052 263