

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.

Trip Information

GROUP NAME Sachem HS North		TOUR NAME 3 Day Washington/Busch Gardens Tour	
TOUR DATES April 12-14, 2019	TOUR ORGANIZER Mr. Jonathan Weston	TOUR ID 34821	ONLINE REGISTRATION CODE F8669A2B

Register Now to Secure Your Spot!

Registrations are first-come, first-served. To register immediately or pay by credit card, use your **ONLINE REGISTRATION CODE** at www.gerbertours.com and click "LOGIN/REGISTER" located at the top and then select "PARTICIPANTS".

Registration & Payment Information

Registration & Deposit

- The deadline to register for this tour is 10/12/18. Registration is on a first-come, first-served basis.
- An initial, non-refundable deposit of \$75 is required to register for this tour.
- To register immediately and/or pay by credit card please visit our website at www.gerbertours.com and click "LOGIN/REGISTER" located at the top of our website and then select "PARTICIPANTS". Enter your email address and password that you used to create the account and follow the simple steps. To register by mail, complete and sign this original, double-sided form and send it, along with a check or money order for the initial deposit made payable to Gerber Tours, Inc., to the address located below.

Tour Price

- Tour price is based on 416 participants and may increase if less than 416 participants register.

Students:

- \$478 quad room
- \$497 triple room
- \$535 double room

Participant Information (a separate form is required for each participant)

<input type="text"/>		GENDER		TYPE	
PARTICIPANT'S LEGAL FIRST NAME		<input type="radio"/> MALE		<input type="radio"/> STUDENT	
<input type="text"/>		<input type="radio"/> FEMALE		<input type="radio"/> ADULT	
PARTICIPANT'S LEGAL MIDDLE NAME		<input type="text"/> - <input type="text"/>		PARTICIPANT'S DATE OF BIRTH	
<input type="text"/>		PARTICIPANT'S LEGAL LAST NAME		<input type="text"/>	
PARTICIPANT'S LEGAL LAST NAME		PARENT'S LEGAL FIRST NAME (REQUIRED IF REGISTERING A STUDENT)		PARENT'S LEGAL LAST NAME (REQUIRED IF REGISTERING A STUDENT)	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
PARENT'S LEGAL FIRST NAME (REQUIRED IF REGISTERING A STUDENT)		PARENT'S LEGAL LAST NAME (REQUIRED IF REGISTERING A STUDENT)		<input type="text"/>	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
MAILING ADDRESS		CITY		STATE ZIP CODE	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
CITY		STATE		ZIP CODE	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
EMAIL ADDRESS (REQUIRED; USED FOR IMPORTANT ACCOUNT NOTIFICATIONS ONLY. USE PARENT EMAIL ADDRESS IF REGISTERING A STUDENT)		<input type="text"/>		<input type="text"/>	
<input type="text"/>		<input type="text"/>		<input type="text"/>	
HOME PHONE		CELL PHONE		WORK PHONE	
<input type="text"/>		<input type="text"/>		<input type="text"/>	



Protect Your Trip Payments!

Unexpected events such as illness, family commitments and countless other situations sometimes cause participants to cancel their travel plans. If a situation forces you to cancel your trip, our essential **Cancellation Protection** will assure you a refund. Please see Terms & Conditions on reverse side and the attached flyer for a full explanation.

- YES!** Please include **Cancellation Protection** on my tour for an additional \$27 to assure me a refund should I need to cancel.
- No, do not include **Cancellation Protection** on my tour. I understand that I may lose up to 100% of my payments if I need to cancel.

Form Must Be Signed by Tour Participant, or if a Minor, their 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

SIGN HERE!

SIGNATURE OF PARTICIPANT OR PARENT/LEGAL GUARDIAN

PRINTED NAME

DATE

TERMS & CONDITIONS, RELEASE OF LIABILITY AND ARBITRATION AGREEMENT

The following Terms and Conditions are applicable to your trip. "Gerber" is defined in this Agreement to include Gerber Tours, Inc., your school, association, organization or sponsor, and chaperones if applicable, and its and their employees, shareholders, subsidiaries, affiliates, officers, directors, successors and assigns.

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, tax increases, etc.) may cause the Tour Price, and therefore the payment schedule to change.

Deposits and Payments: Your completed Registration Form and initial, non-refundable booking deposit are due by the date indicated on the Registration Form. After registering you will receive an invoice detailing your payment options. You may pay the remaining balance in full or you may take advantage of our installment plan. All installment payments carry a \$5 non-refundable handling charge except for the initial deposit and final payment. There is a \$25 charge for late payments and returned checks. However, your registration is subject to cancellation without refund if any payment is not received when due.

Cancellations and Refunds: All cancellation notices and requests for refunds must be in writing and mailed to Gerber Tours, Inc., 100 Crossways Park Dr West, Ste400, Woodbury, New York 11797-2012 postmarked, or emailed to support@gerbertours.com no later than your departure date. Refunds take apx. 4-6 weeks to process.

Cancellation Protection (CP). 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 is only available at the time of Registration and entitles you to a refund of all monies paid toward the Tour, minus the cost of the CP, the non-refundable booking deposit, installment fees and any applicable returned check and/or late payment fees. Enrollment in the CP is not available within 60 days of departure. 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. CP cost is in addition to the Tour Price and will be included in your invoice amount. 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.

Standard Cancellation Policy. If you choose not to enroll in the CP cancellation fees will apply. If your cancellation notice to Gerber Tours, Inc. is postmarked or emailed prior to 74 days of departure a fee of 20% of the Tour Price will apply; cancellation notice postmarked or emailed 45-74 days prior to departure, a fee of 50% of the Tour Price will apply and cancellation notice postmarked or emailed 44 -15 days prior to departure a fee of 75% of the Tour Price will apply. In all cases any non-refundable fees such as installment fees, returned check and/or late payment fees will be added. If cancellation occurs 14 days or less prior to departure no refund will be given.

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 (\$5,000), illness (\$1,000) or accident related dental injury (\$500) that occur during travel. Pre-existing conditions are not covered and other terms apply. Please see www.gerbertours.com/groups/coi.pdf for complete details of coverages.

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 Gerber and/or the Tour Organizer. Failure to do so, may result in the participant being sent home at own expense with no refund.

Alcohol/Drug Policy: Gerber 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: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New York law and will take place in Mineola, NY. 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. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

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, Inc., tour participants will be entitled to a refund of monies paid less non-recoverable expenses prepaid or incurred by Gerber Tours, Inc. and the non-refundable booking deposit.

Responsibility Clause: Gerber does 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, Gerber is not 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, Gerber is not 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.

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, 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, video, audio or film records on any program. I understand that Gerber may use any photographs, video, audio or film records it takes or receives from participants (including, but not limited to, images it receives via email, Facebook, Twitter, Instagram, PhotoVision, etc.) or which are directed to it in any media, for its own promotional and/or commercial purposes as well as for approved use by third-parties with whom Gerber may engage in joint marketing, all without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by Gerber.

Mobile Applications: Gerber Tours, Inc., from time to time, may provide a mobile application for use on participants' cell phones and/or on those of their parents or other designees, which convey information concerning the trip and various onsite points of interest, restaurants, etc. Gerber Tours, Inc. makes no warranty as to the accuracy of any of said information, including trip specific information as well as information concerning possible attractions at destinations, etc.

Seller of Travel Laws: Gerber Tours, Inc. 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