



TERMS & CONDITIONS

The following information below pertains to the contractual agreement between Peak Performance Services, Inc. d.b.a. Peak Performance Tours (PEAK) and both the participant of this trip, as well as Parent/Guardian if such participant is under the age of 18.

- Cancellation Policy:** All travel participants will be responsible for any charges imposed by suppliers at time of cancellation. **In addition:**
- Written cancellations received more than 120 days prior to departure-full refund will be made less a \$50 NON-REFUNDABLE deposit.
 - Written cancellation received less than 120 days, but more than 60 days prior to departure - a \$100.00 per seat booked will be charged unless a substitute is provided.
 - Written cancellation received less than 60 days prior to departure - no refund unless a substitute is provided, in which case a \$250.00 per person administrative fee will apply.

NOTICE OF CANCELLATION

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

Email: info@peakperformancetours.com FAX: 267-483-8251

Mail: Peak Performance Tours, Inc., 1720 Kendarbren Drive, Suite 722, Jamison, PA 18929

REFUNDS FOR CANCELLATIONS

Refunds are issued for cancellations by check only. All cancellations must be in writing. Refunds may take 4-6 weeks to process.

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.

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.

REQUIREMENTS

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

- PEAK 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.
- Tour rules will be 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 by a participant's parents/guardian and carried by School Designee,

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

PEAK 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 Individual. The latest name change on an air ticket will be processed by PEAK is 30 days prior to departure.

CANCELLATION AND INTERRUPTION INSURANCE

Cancellation and Interruption Insurance is available, but not required. Policy information is available upon request. All claims are to be made directly with the insurance company and are not the responsibility of PEAK.

LIMITATION OF LIABILITIES

PEAK does not own or operate any entity which is to or does provide goods or services for your trip including, for example, arrangements for or ownership or control of lodging facilities, airline, vessel, bus or other transportation companies, local ground operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, PEAK is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Without limitation, PEAK 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 occasioned by or resulting from, but not limited to, acts of government, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in lodging facilities (or in any heating, plumbing, electrical or structural problem therein), 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, dangers associated with or bites from animals, pests or insects, epidemics or the threat thereof, sanitation problems, food poisoning, disease, lack of, access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of PEAK.

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) Pennsylvania law and will take place in Philadelphia, PA. 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.

I understand that by typing my name in this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms & Conditions

Parent/Guardian Signature: _____ DATE _____

Travel Participant's Signature: _____ DATE _____

Participating School Name: _____