



The following is an agreement entered between (Participant) and **Blue Ridge Tours, Inc.**, and includes a waiver of rights, a release of liability, a limitation of damages, and an indemnification.

Please read the Travelers Agreement Terms & Conditions carefully:

By completing your trip registration, payment for the trip, or continued use of our services, you, as the Participant or Parent/Legal Guardian of Participant, accept the following Terms and Conditions and agree to be bound by them. These terms and conditions explain our legal obligations to you and your essential obligations. You represent that you are 18 years of age or older. If you do not agree to all the terms contained herein, you must not register for the trip. As evidenced by the signature below, the participant, parent / legal guardian, understands and agrees to comply with the following:

1. **Payment:** Participants shall make payments through Blue Ridge Tours, Inc., per the instructions and deadlines we give you. **Blue Ridge Tours, Inc.** has partnered with WeTravel, an online payment platform that services the travel industry exclusively. The latest upgrade to our online service is designed to make it easier to join tours and make timely, secure online payments with a debit/credit card or your checking account. The online payment provider collects the service fee for online payments, not by BRT. **Blue Ridge Tours, Inc.** does not receive any part of the service fees. Your authorization is an agreement for the online payment processor to charge your card and an acknowledgment and agreement to the terms and conditions, including cancellation terms. Participants agree not to make any improper chargebacks in the case of cancellation for any cause (expecting fraud), including a Force Majeure event as defined herein, and agreed to refund policies and procedures outlined in these Terms and Conditions.

You can sometimes dispute charges with credit card companies ("**chargebacks**"). Before initiating a **chargeback**, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your problems. By using our service to make a reservation, you accept and agree to our cancellation policy.

Blue Ridge Tours, Inc. retains the right to dispute any improper **chargeback** and recover costs, including attorney's fees related to inappropriate chargebacks. Additionally, in an improper **chargeback**, we maintain the right to cancel any travel reservation related to that improper **chargeback**.

The following **chargeback** scenarios are improper, and we retain the right to investigate and rebut any such **chargeback** claims:

- a. **Chargebacks** resulting from non-cancellable reservations, whether the reservation is used.
- b. **Chargebacks** resulting from charges authorized by family, friends, associates, or other third parties with direct access to your credit card. This does not include credit card fraud.
- c. **Chargebacks** arise from inconsistency or inaccuracy regarding the supplier's product description.
- d. **Chargebacks** resulting from force majeure or other circumstances that are beyond the control of **Blue Ridge Tours** or the Supplier.
- e. **Chargebacks** resulting because you disagree with the cancellation policy.



2. **Deposits.** The participant understands that payments must be made with the instructions and deadlines. Since the operation of educational travel programs requires extensive long-term planning, costs are incurred long before the departure date. Therefore, **Blue Ridge Tours, Inc.** collects an initial deposit that includes the following
 - a. All students, parents, and chaperones must pay a security deposit for a non-refundable Tour Participant Fee (TPF). The TPF is non-refundable and is included in your 1st deposit to ensure your seat on the motorcoach and used to prevent travel costs from increasing.

Tour Participate Fee: The Tour Participant Fee is a nonrefundable security deposit required per participant to ensure their seat on a contracted trip and prevent travel costs from increasing. A person unable to attend the tour is encouraged to find a school-approved replacement to avoid the loss of money. All trips are priced based on an estimated number of participants. All students, parents, and chaperones participating in the field trip must provide a nonrefundable. Space is limited, and reservations are on a first-come, first-serve basis.

3. **Participants. School understands that a Participant cannot** join the trip until **Blue Ridge Tours, Inc.** has received a Waiver signed by the participant's legal guardian(s) and collected the necessary fee. Participant shall pay **Blue Ridge Tours, Inc.**

4. Cancellation Policy:

Since the operation of educational travel programs requires extensive long-term planning, costs are incurred long before the departure date. Therefore, Blue Ridge Tours, Inc. collects an initial deposit that includes a **nonrefundable Tour Participant Fee** per person to ensure your seat on the motorcoach and to prevent travel costs from increasing. Each trip has a unique itinerary and inclusions. These non-refundable” TPFs “allow **Blue Ridge Tours, Inc.** to reserve transportation, accommodations, meals, and activities with vendors for each traveler and the group without absorbing additional financial risk. Travel protection is strongly recommended to minimize personal losses due to this cancellation.

Participant Cancellation: Blue Ridge Tours, Inc. must pay all suppliers before your tour date. All suppliers have their cancellation policies, which apply to your booking. We are not responsible for a supplier’s failure to pay a refund. In addition to the supplier’s terms, the withdrawal fees outlined on the application will also apply.

- a. If a participant/group cancels their reservation **90 to 61 days before** the Tour Date, the participant shall be entitled to a refund of the deposits made, the Tour Participant Fee, and less any
- b. non-refundable deposits and expenses paid on the Participants behalf as provided according to the Tour Contract
- c. If a Participant/group cancels their reservation **60 to 46 days before** the scheduled Tour Date, the participant shall be entitled to a refund of the deposits made, less the Tour Participant Fee, 25% Tour Cost, and any non-refundable deposits and expenses paid on the Participants behalf as provided according to the Tour Contract
- d. Suppose a participant/group cancels their reservation forty-five (45) days or less before the scheduled tour date. Per the Tour Contract, the participant shall be responsible for 100 % of the tour cost.



Blue Ridge Tours, Inc. reserves the right to cancel the trip and terminate the Agreement for conditions out of its control, including an act of God, war, civil unrest, terrorism, civil conflict, etc. In such an event, **Blue Ridge Tours, Inc.** will reimburse all fees/expenses that it has received less than any fees/payments it has paid to vendors that cannot be refunded.

Participant agrees to the following refund policy and non-refundable payments. Participants agree that by making a booking as a group member, the group leader cancels the tour, and participants are subject to the cancellation terms below. All suppliers have their cancellation policies, which apply to your booking. We are not responsible for a supplier's failure to pay a refund. In addition to the supplier's terms, the withdrawal fees outlined on the application will also apply.

Before receiving a refund, cancellations must be submitted to **Blue Ridge Tours, Inc.** in writing. All refunds will be issued to the person who initially registered the participant. All cancellation charges will apply if the group's tour leader cancels a participant. Cancellations received after business hours will be posted on the next business day

Refund Policy

If the participant submits a written cancellation notice as required, the refund schedule is as follows:

- a. 90-61 days: **Blue Ridge Tours, Inc.** will reimburse all monies received, less the non-recoverable deposits to vendors and the per person Tour Participant Fee
- b. 60-44 days: **Blue Ridge Tours, Inc.** will reimburse all monies received, less the non-recoverable deposits to vendors, Tour participants, and 25 % of Tour Cost
- c. 45-0 days: No Refunds

Trip Protection Insurance: We strongly recommend purchasing Trip Cancellation and trip interruption insurance through a third party. Trip Cancellation Insurance can help prevent needless loss in serious illness, accident, death, traveler's immediate family or traveling companion. Additionally, clients should check with their health insurance providers to ensure medical coverage throughout the trip.



By participating in (Touring Program) offered by **Blue Ridge Tours, Inc. LLC**, and in consideration for my being allowed to participate in the Tours, the receipt and sufficiency of which is at this moment acknowledged, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following provisions of this Waiver, Release, and Grant of Rights (the "Agreement):

This Release Waiver of Liability: Blue Ridge Tours, Inc. LLC, its owners, directors, employees and affiliates, the teacher chaperones, and the school does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, ownership or control over ground transportation, hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, food services or entertainment providers, tours, etc.) **Blue Ridge Tours, Inc. LCC** uses the services of independent contractors who are not Blue Ridge Tours, Inc. to execute a touring program. Therefore, they do not manage these suppliers' employees, operations, or equipment. **Therefore, Blue Ridge Tours, Inc.** shall not be responsible for any intentional or careless actions or omissions on such vendors, resulting in any loss, damage, or injury to you, your travel companions, or group members. All bookings are accepted subject to the conditions, including cancellation terms, imposed by Third Parties, including but not limited to the airline, cruise line, rail, coach, hotel, restaurants, insurance, and other companies, firms, or persons concerned with the trip.

Blue Ridge Tours, Inc. LLC does not guarantee to arrive or depart from any point at a specific time but will endeavor to maintain the schedule submitted by its agent, employee, or customer if any act of God, public enemies, the authority of law, quarantine, perils of the program, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, poor conditions of the road due to storms, construction or other reason beyond the carriers control make it in the opinion of the carrier or its employees inadvisable to operate that charters vehicle either from the "Place of Origin" or to any other point on the rote. Additionally, the carrier shall not be responsible for any damages that result from the cancellation or delay.

Assumption of Risks: The participant assumes all risks, known and unknown, foreseeable and unforeseeable, connected to the Participation in the touring program. The participant knowingly, willingly, and voluntarily assumes all risks associated with an activity. The specific hazards include, but are not limited to, the following: all the risks related to traveling or transport to, before, during, or returning from, the site of activity, including but not limited to walking or use of vehicle or public transit. All risks associated with the nature of and Participation in an event include travel or transport, consumption of food or beverage, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians. Participant understands that the tours occur in public venues under conditions largely beyond **Blue Ridge Tours, LLC's** control. The participant assumes all risks associated with walking, standing, sitting, or traveling on property owned, leased, managed, occupied, or under the authority of the Company, the public, city or municipal government or agency, or 3rd party, including but not limited to a sidewalk, street, thoroughfare, park, store, shop, restaurant, private residence or property, or public transit vehicle or property.



Breakdowns – The **chartered motorcoach transportation company** reserves the right to lease equipment from other companies to fulfill this agreement. In the case of mechanical failures, the exact model of the motorcoach may be available at that time. In the case of mechanical breakdowns, we can assume no responsibility or liability. Blue Ridge Tours cannot guarantee the assignment of requested drivers or motorcoaches.

Miscellaneous information – Driver will only driver allotted DOT hours. Charters will be performed as ordered unless safety, traffic, or weather conditions are affected. **Blue Ridge Tours** will not be held liable for loss of time due to inclement weather. **Blue Ridge Tours** will not be responsible for reimbursement for missed ticketed events or hotel reservations due to the above reasons or mechanical breakdowns.

Motorcoach equipment & accessories: Accessories such as video equipment, restrooms, and stereos are for the use of the passengers, and while the motorcoach operator will endeavor to maintain this equipment, they will not guarantee its availability or operation at any point during the charter. **Blue Ridge Tours** does not provide movies for viewing; you must bring your own. We will not be held responsible for any video/DVD or Wi-Fi equipment malfunctions.

USB & #110 Charging Stations – Some motorcoaches have USB & / or #110 charging stations on them and some do not. Some motor coaches don't have outlets at every seat, and some are clustered in charging stations at a few seats throughout the coach. The #110 charging stations not at every seat are in stations of 2-4 plugs per unit. Some outlets are at the first and last seat on the driver's side, depending on the model of motorcoach. Other models have outlets at the first seat, one in the middle of the coach, and one at the last seat in the rear on one side. We do **not guarantee** all USB, or #110 charging stations will work properly 100% of the time.

Wi-Fi – Some of the motorcoaches are equipped with complimentary Wi-Fi. Due to bandwidth constrictions, many streaming websites are blocked. We are not responsible and will not be held liable for what passengers on the vehicles browse online. We do not guarantee Wi-Fi will work correctly 100% of the time.

Itinerary Changes: The itineraries and staff presented in our materials are subject to modification and change by **Blue Ridge Tours, Inc.** We reserve the right, without penalty, to make changes in the published itinerary whenever, in our judgment, conditions warrant, or if deemed necessary for the comfort, convenience, or safety of participants or reasons outside **Blue Ridge Tours, Inc.'s** control.

Special Note: Every effort has been made to produce pricing information accurately. However, mistakes occur, and **Blue Ridge Tours, Inc.** reserves the right to correct promotional or pricing errors.

Bus Waitlist: Availability is based on a first-come, first-serve basis. If there are no available spots, travelers may be placed on a waiting list. Your site on the trip is not guaranteed until your account has been paid in full. If you are on a waitlist due to not making a deposit payment, an outstanding account balance after the deadline, or any other reason, you must clear the waitlist procedures.



Photo and Video Release: I am aware that images or recordings may be taken during an Activity, and at this moment grant the Company permission to the rights of my image, recording, likeness, or sound of my voice as recorded on an Activity, without payment or any other consideration

Disclaimer of Medical and Health: The Participant understands and confirms that my Participation in the touring program is voluntary. I declare that I am physically, mentally, and emotionally fit to participate in the touring program. I can ingest, consume, or digest food or beverage served, sold, or offered in the touring schedule. **Blue Ridge Tours, Inc. LLC** will do its best to accommodate food allergies and preferences. However, I (participant) am responsible for ensuring that my food and beverages are consistent with my food restrictions and allergies. I waive all claims against **Blue Ridge Tours, Inc.** arising from my consumption of any food and drinks to which I may have an allergy or aversion.

Medical Treatment and Insurance: Participant releases and forever discharges **Blue Ridge Tours, Inc. LLC** from any claim arising now or later in the account of any first aid, treatment, or service rendered in connection with the participant's Participation in the Touring Program. The participant understands that BRT does not maintain health, medical, disability, or liability insurance, and each participant must have medical or health insurance coverage while participating in the Touring Program.

Behavior: The participant understands that school representatives, agents, etc., must supervise their students and ensure that the participant abides by all applicable laws of the jurisdiction where they are located. Additionally, the participant understands that **Blue Ridge Tours, Inc.** may suspend the trip of any participant or school representative without a refund and require that the person be sent home at their expense should **Blue Ridge Tours, Inc.** believe such action is necessary.

Severability: I agree that the initial conditions, terms, and clauses are intended to be as broad and inclusive as permitted by law in the State of South Carolina and that if any portion, section, or provision hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Release of Liability and Litigation of Damages: The Participant, or my assignees, representatives, or heirs, do, at this moment, release, waive and discharge **Blue Ridge Tours, Inc. LLC**, their officers, agents, representatives, employees, contractors, affiliates, or tour guides (hereafter called "Staff") from liability from all claims, including claims stemming from or related to personal injury, illnesses, accidents, death, property loss, or any other loss or grievance, arising from Participation on any tour, activity or event offered, conducted or promoted by the Company (from now on referred to as "activity"), or while in the presence of company Staff, even if due to negligence of the Company or Staff.



Indemnification and Hold Harmless: I agree to indemnify and hold harmless **Blue Ridge Tours, Inc.** and Staff from all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought because of my involvement in an Activity, and to reimburse the **Blue Ridge Tours, Inc.**, and staff for any such expenses incurred during and in defense of such action(s).

Acknowledgment of Understanding: I have read this Waiver of Liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to pursue legal action. I acknowledge that I am making this Agreement freely and voluntarily. By reserving seats and registration for the touring program, I intend to release **Blue Ridge Tours, Inc., LLC**, and its staff of all liability entirely and unconditionally to the greatest extent allowed by law.

Terms and Conditions:

This Agreement waives substantial rights and includes a release liability, a limitation of damages, an indemnification, and a grant of use of my likeness. I have read the entire document. These terms and conditions apply to any participant of a traveling school group organized and operated by **Blue Ridge Tours, Inc.**

Services will become null and void due to incidents including but not limited to natural calamity or disasters, dangerous weather conditions, civil unrest, suspension of services rendered by transportation/accommodation facilities, governmental orders, terrorist threats, or other circumstances beyond the Company's control. **Blue Ridge Tours, Inc.** reserves the right to take necessary measures when a safe, smooth tour operation following the itinerary is deemed impossible or valid reasons to believe that the tour cannot continue. In such cases, **Blue Ridge Tours, Inc.** must promptly explain its inability to function according to the bus confirmation.

You must check with **Blue Ridge Tours, Inc.** for changes or variations to the above information.

By signing below, you agree to the deposit and refund policy terms.

Minor Participation: I agree on behalf of any minor for whom I am paying that a parent, or the legal guardian has read and consented to these terms and conditions.

IN WITNESS, the participant has written above the day and year.

I, the undersigned, now agree to all policies outlined above.