

## Application and Tour Agreement SPRUCE CREEK BAND & GUARD IRELAND TOUR

Our Tour Conditions and Agreement defines what David McGuffin's Exploring Europe, Inc. will provide when you sign up for a tour.

\$1949 per person sharing a twin/double/triple room for the ground tour. ~\$1100 per person for the flights to and from Ireland (this is subject to change until April 30, 2022).

The cost of this tour will include Round Trip airfare. The estimated price is \$1100. We cannot determine the actual cost until 11 months before your travel date. At that time, we will reserve and guarantee the airfare rates. The actual price may be higher or lower than estimated, and we will adjust your total price accordingly. Participants may receive a full refund (less the cost of Comprehensive Travel Insurance) from Exploring Europe until June 1, 2022.

### INCLUDED IN THE TOUR PRICE

- Round trip airfare from Orlando to Ireland.
- Accommodation in twin/double/triple rooms each night
- Transportation on modern motor coaches
- All tips and gratuities at group events
- All breakfasts, five group dinners, and one picnic lunch.
- Water is included with all meals. Additional beverages and refills are not.
- Tour and admissions as mentioned in the itinerary.
- Professional tour leaders and drivers.
- David McGuffin's Tour Planner (in PDF and e-print format) with information about your destinations.
- Comprehensive Travel and Tour Cancellation Insurance.
- Anything not listed above is not included in the cost of your tour.

### PAYMENT SCHEDULE AND PROCESS

Please make the first payment (\$175) to David McGuffin's Exploring Europe. We accept all major credit cards. Additionally, we accept personal checks (US banks only), bank drafts, and money orders made payable to David McGuffin's Exploring Europe (in US dollars).

Credit card payments come with a processing fee of 3%. This fee will be added to your invoice should you choose to pay by credit card.

There are no added fees if you make payments by check or money order.

**Please submit the first payment to EXPLORING EUROPE no later than January 19, 2022.** There are limited seats available due to hotel room availability and flights during the busy St. Patrick's Day celebration. Consequently, the tour will be filled on a first-come-first-serve basis. Making your first payment sooner is better than later. Once all seats are filled, applicants will be placed on a waiting list in the order their application and payment were received by Exploring Europe.

Full payment will be due immediately if you sign up for this tour after October 1, 2022. In this case, all of the money is non-refundable.

### IRELAND & USA COVID-19 VACCINE AND POLICIES

We don't know what COVID-19 travel policies Ireland or the USA will have in place when March 2023 rolls around. We expect tourism to thrive throughout 2022, and with that, pandemic preventative measures will adjust with advisories, new research, vaccines, and immunity. At the time of travel, you must conform and abide by all pandemic travel policies in place at the time. Currently, as of November 2021, this means you must be fully vaccinated, carry your CDC card as proof, and wear a mask indoors and on the bus when requested to do so. Additionally, a negative COVID-19 rapid test is required to return to the USA. We will arrange for testing, if needed, at the time of travel. The test costs about \$60, and you'll need to pay for it yourself. Exploring Europe will give you updates as needed throughout 2022.

### PAYMENT SCHEDULE

Amount: Check/Credit	Due Date:
\$175 / \$180.25	January 19, 2022 (non refundable)
\$479 / \$493.37	March 4, 2022
\$479 / \$493.37	May 4, 2022
\$479 / \$493.37	July 4, 2022
\$479 / \$493.37	September 4, 2022
\$479 / \$493.37	November 4, 2022
balance ~ \$479 / \$493.37	December 4, 2022

Payments may be submitted online, with a credit card to: <https://davidmcfuffin.com/package/creek-band-2023/> "make a payment" tab or mailed to:  
Exploring Europe - 4036 Hidden Acre Rd - Middleburg, FL 32068

All funds, except for the insurance premium and credit card fees, are fully refundable until July 1, 2022. After July 1, 2022, should you decide to cancel your tour, \$250 of your payments become non-refundable along with credit card fees and insurance premium and will be retained by Exploring Europe.

### COMPREHENSIVE TRAVEL INSURANCE

Since the discovery of COVID-19, the ensuing pandemic, travel restrictions, and the uncertainty of travel, we've insisted all our student groups have the best and most comprehensive travel insurance possible. These insurance policies come at \$130-\$200 per person, depending on age. This policy provides comprehensive tour cancellation, medical, tour interruption, and baggage insurance. Exploring Europe will purchase this insurance on your behalf when you sign-up for the tour and make your first payment. At that point, you own the insurance policy, and the premium fee is non-refundable. All claims, if necessary, must be filed directly with the insurance provider. Exploring Europe accepts no liability for such claims and insists the policy agreements are between you (the traveler) and the insurance provider.

### TOUR OBLIGATIONS, REQUIRED FORMS, AND RISKS

All tour members must sign and return a Release Waiver Agreement and a Tour Member Agreement before the tour commences. Any pre-existing physical, mental, or emotional disability that may require attention or treatment must be reported before the beginning of the tour. Omitting important information, or altering the Release Waiver Agreement, will render it and your Tour Cancellation/ Interruption Coverage invalid and could result in expulsion from a tour at your own expense.

David McGuffin's Exploring Europe, Inc. has no protection coverage beyond the basic package included in the tour price to protect itself, the actions of its employees, or tour participants themselves and tour members intentionally assume the many risks inherent in European travel.

Although unlikely, your tour may be canceled due to unforeseen circumstances. If a tour for which you have paid is canceled by Exploring Europe, the entire amount you have paid (minus the insurance premium and credit card fees) will be refunded within fourteen days after the tour's announced cancellation. Or, you may choose to transfer to another tour date if offered. Once this occurs, Exploring Europe, and its representatives, have no other obligations to tour members on canceled trips, including any additional costs or fees related to the issuance and/or cancellation of airline tickets or other travel reservations not made by Exploring Europe.

### PARTICIPANT RELEASE and AGREEMENT

I, THE UNDERSIGNED (OR MY PARENT OR GUARDIAN IF I AM A MINOR), AN APPLICANT FOR A EUROPEAN TOUR PROVIDED BY DAVID MCGUFFIN'S EXPLORING EUROPE, INC. (HEREINAFTER REFERRED TO AS EXPLORING EUROPE), AGREE TO THE FOLLOWING:

1. My *Exploring Europe* tour begins as mentioned in the tour itinerary and documentation: March 14-21, 2023.
2. I agree to release *Exploring Europe* (which term shall include agents, officers, directors, staff members, Tour Directors, and employees of *Exploring Europe*, as well as *Exploring Europe* itself) and (if applicable) my school, teacher, and Group Leader from, and agree not to sue such persons for, any claims that I may have arising from, or in connection with, any physical or property damage or other loss that I may suffer from any cause whatsoever other than the gross negligence of such persons. Without limiting the generality of the foregoing, I release such persons from, and agree not to sue such persons for, any damages that I may suffer from any injury, loss, damage, accident, delay, or expense resulting from events beyond their control, including, without limitation, acts of God, weather, war, strikes, incidents of politically motivated violence, terrorist attacks, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from any vehicle, or from any act or omission by bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or any other firm, agency, company, or individual.
3. I understand that the air carriers' liability for loss or damage to baggage or property, or for death or injury to person, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility to any traveler aside from their liability as common carriers.
4. Exploring Europe, its employees, officers, directors, agents, and assigns (collectively known as Exploring Europe) does not own or operate any entity which is to or does provide goods or services for your tour. It purchases transportation (by aircraft, coach, ferry, train, vessel or otherwise), hotel or other lodging accommodations, restaurants, ground handling, and other services from various independent contractors. As a result, Exploring Europe is not liable for any negligent or willful act of any such person or entity or of any third party. In addition and without limitation, Exploring Europe is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes, or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.
5. I will assume full responsibility for my safety and actions while away from the group, such as visits to friends or relatives, or during stay-ahead/stay-behind optional periods if the optional period does not include the services of an Exploring Europe Tour Director.
6. If I become ill or incapacitated, Exploring Europe and its employees, or my Group Leader, may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.
7. I agree to abide by Exploring Europe's regulations and the directions of my Group Leader or Exploring Europe's personnel during my tour. Failure to do so may result in Exploring Europe terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Tour Fee and that *Exploring Europe* may then send me home at my own expense.
8. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol (and if I am a minor, when such laws are not in conflict with parental/guardian permission). I understand that to abuse or disobey such laws is to waive the right to a refund of any part of my Tour Fee and that Exploring Europe may then send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.

9. I understand *Exploring Europe* is in no way responsible for or connected to air carriage to and from Europe or within Europe. If *Exploring Europe* arranges air carriage it is only as a courtesy and not an element of my *Exploring Europe* tour.
10. Should there be flights within Europe associated with my *Exploring Europe* tour, I assume full responsibility for all excess baggage fees should they be imposed on me and my luggage. *Exploring Europe* accepts no responsibility for oversized or overweight luggage.
11. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses, ferries, trains, or cruise ships. I will indemnify *Exploring Europe* and hold it harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an *Exploring Europe* tour.
12. *Exploring Europe* reserves the right to refuse or cancel any enrollment at its sole discretion.
13. *Exploring Europe* has the right to make changes in tour itineraries and departure dates and to modify transportation arrangements, including the use of substitute airlines. In the event of changes being made, refunds will be given only in accordance with the provisions of the *Exploring Europe* "Terms and Conditions" supplied herewith.
14. If this is a student oriented tour, I acknowledge my choice to travel with the leader organizing my group, and I understand that this choice is not the responsibility of *Exploring Europe*. I understand that *Exploring Europe* reserves the right to reassign my group to a replacement group leader should my original group leader be unable to, or determine not to, participate in the tour and that the standard cancellation policy will apply if I choose not to travel with the new Group Leader.
15. I understand that future *Exploring Europe* advertising and publicity material may include statements made by participants or their video clips or photographs, and I consent to such use of my comments or photographic likenesses.
16. This agreement shall be governed in all respects by the laws of the State of Florida. Any claim or dispute arising hereunder shall be filed in a court with competent jurisdiction in Clay County, Florida. If a claim or dispute arising under this agreement is made against *Exploring Europe*, then *Exploring Europe* shall be entitled to reasonable attorney fees (including, but not limited to, pre-suit, post-suit, collection, and appellate fees) plus all cost from the undersigned.
17. In the event this agreement is signed by a parent/guardian of a minor, it shall bind the parent/guardian and minor to the terms of the agreement.
18. This agreement shall inure to the successors and heirs to the parties to this agreement. This agreement shall not be assigned without the written consent of *Exploring Europe*.
19. This agreement constitutes the entire agreement between *Exploring Europe* and me with reference to the subject matter referred to herein, and I understand that no warranty or representation not herein, including but not limited to any oral statements made to me by agents of *Exploring Europe* or if applicable, by my school or Group Leader, applies to any *Exploring Europe* tour. This agreement may be amended or modified only in writing, signed by an *Exploring Europe* officer at *Exploring Europe*'s main office in Middleburg, Florida.
20. I hereby agree to be bound by the Tour Terms and Conditions and Participant Release and Agreement attached hereto and incorporated herein by reference.

**Credit Card Payment and Authorization**

*Exploring Europe* will accept all major credit cards for all payment, with a 3% service charge added. Please complete the information if you wish to pay with an approved credit card or debit card. Once space is confirmed, your credit card will be charged as authorized and you will be emailed a written confirmation.

**You may also print this form and return by USPS mail with a check or money order in the amount of \$175.**

Today's Date	
Student Signature: By typing or signing my name here, I confirm I have read and agree to the tour conditions included within this application.	
Parent/Guardian Signature: By typing or signing my name here, I confirm I have read and agree to the tour conditions included within this application.	
PASSENGER'S INFORMATION	
Passport Name (if known)	
Date of Birth	
Gender	
Street Address	
City	
State Zip Code	
Primary Email	
Alternate Email (if desired)	
Telephone	
I want to pay \$175 by credit card	
Credit Card #	
expiration date	
CCV code on front or rear of your credit card	
Name on Card	
Billing Address	
City	
State, Zip	
By typing or signing my name here, I authorize a \$175 charge to my credit card.	

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