# NSHSS Ivy League University Tour General Terms & Booking Conditions

#### **DETAILS**

These Booking Conditions are valid for all NSHSS Ivy League University Tours departing after October 1, 2025. These Booking Conditions are subject to change at any time with or without notice. Your agreement to these Booking Conditions constitutes your agreement to any updates which can be found on line at www.nshss.org. NSHSS tours are sold and operated by the National Society of High School Scholars, 1930 N Druid Hills Rd., Atlanta, GA 30319 (1-866-343-1800) (hereinafter to referred to as "NSHSS"). The NSHSS Ivy League University Tour is operated in partnership with Education Unlimited, Inc. (hereinafter referred to as "EU").

### **GROUP TRAVEL**

#### Who meets groups upon arrival?

Every NSHSS Tour has full-time EU Tour Directors who will meet you at your arrival airport. Depending on arrival time, there may be a wait at the airport if flights are booked prior to the suggested arrival window. In rare cases, your Tour Director may not be able to meet you, but an EU representative will be available to accompany you to meet your Tour Director. NSHSS staff will also greet all travelers at the starting airport.

#### Can my itinerary change?

It may be necessary for EU or NSHSS to modify the order in which sites are visited, alter the duration of stay in a city, arrange ground transportation to an alternate airport, etc. This may also involve a change in the departure, arrival, or return dates of a tour. NSHSS makes every effort to ensure that the new departure date will be within one to two days of the requested dates. In rare cases, it may be necessary to move dates by up to three days within the original departure dates. On certain dates, especially holidays, or due to flight arrival or departure times, some tour inclusions may be unavailable. In this case, NSHSS reserves the right to substitute inclusions at its discretion.

#### **TOUR INCLUSIONS**

# What does your program fee include?

- Quality lodging accommodations as specified
- Daily breakfast, lunches, and dinners plus bus snacks during the specified tour period
- Bus transportation while on tour to all included activities and itinerary components
- All transfers and transportation between destination cities and schools
- Full-time Tour Directors
- Gratuities for your Tour Directors, bus driver, licensed guides, restaurant, and hotel staff
- All guided tours & activities as specified in the itinerary
- NSHSS tour swag

The above will apply to all tours unless otherwise noted on the tour itinerary.

# What items are listed separately on your invoice?

- Optional rooming upgrades or discounts
- Early Enrollment Discount (if applicable)
- Non-Member Fee (if applicable)
- Non-Refundable Fees

#### Non-Refundable Fees

Non-Refundable Fees are defined as the NSHSS enrollment deposit (\$500) as well as any late fees, late enrollment fees, payment decline charges, return check/direct debit fees, and canceled check fees which have been applied to the account at the time of cancellation.

#### **ADDITIONAL COSTS**

- Any applicable airfare or transportation expenses before the tour start point and after the tour end point
- Expenses caused by last-minute train or airline rescheduling, cancellations, or delays caused by the airlines, train company, or bad weather
- Passport, visa, or any other fees associated with entry or exit from a specific location
- Souvenirs and incidentals
- Any additional meals or snacks outside of what has been provided
- Any optional activities not listed on the itinerary
- Any expenses not specifically listed as included (such as any health testing or vaccination costs)

#### **AGE REQUIREMENTS**

#### Can non-members go on tour?

NSHSS's published Program Fees are set for NSHSS member rates to keep our tours primarily as an offering for our members. We do, however, accept non-members on our educational tours. A non-member is defined as any high school student unaffiliated with NSHSS membership. In addition to the Program Fee, there is a perperson non-member supplement (\$300) for all tours. Any parent or guest wishing to accompany a non-member on a tour will also be subject to the non-member supplement.

#### Can adults go on tour?

NSHSS's published Program Fees are based on student rates for transportation, admissions, accommodations, etc. We do, however, accept parents and adult guests on our tours, so long as they are accompanying a student. Adults are not allowed to attend a tour without a student enrolled. An adult is a participant who is at least 20 on the last day of the tour. Parents and guests of an NSHSS member are allowed to use the NSHSS member pricing, but all travelers must fill out an enrollment form individually as program fees are per person. NSHSS reserves the right to cancel any traveler if, in NSHSS's sole discretion, it determines the results pose a risk to the group's safety or wellbeing. In that case, travelers may be subject to the NSHSS Standard Cancellation Policy. Tour Leaders have the right to refuse or cancel an adult's registration at their sole discretion.

# Are there guidelines for young travelers?

Only students currently attending high school or entering grade 9 after summer, in good standing with their respective schools, and that speak fluent English are permitted on the tour. Even if a younger sibling wishes to accompany an NSHSS member on this tour, children under the age of 13 are not allowed to travel on this tour. As this is an NSHSS college tour, any travelers younger than a rising first-year high school student must be accompanied by an adult and given prior consent by NSHSS to enroll on the tour. Anyone younger than 15 years old traveling via flight to or from the tour start and end points without an adult companion may be required register with their airline as an Unaccompanied Minor.

Please contact each chosen airline on the minor's itinerary to determine policies and make arrangements. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. If it is not required, registering as an unaccompanied minor is non encouraged, as NSHSS and EU staff will be unavailable as the airport contact, so please plan accordingly. Due to the tour group size, NSHSS staff will not have the capabilities to leave the tour group to go through airport security to meet a traveler at their gate in order to escort an unaccompanied minor from their gate back to the group's airport meeting point nor will they be able to escort the minor through security and to their departing gate on their return flight. All travelers must meet at NSHSS or EU staff at the designated meeting points outside security near baggage claim. On the return trip home, travelers will be taken to their terminal to check in with their airline, then must navigate through security and to their gate on their own. Any traveler who is unable to fly to the tour start point or from the tour end point without claiming unaccompanied minor status should consider flying with an adult or seek alternative transportation.

#### ROOMING

All rooming requests including upgrades must be submitted 60 days prior to tour departure.

#### How many students are in a room?

Students are automatically enrolled with twin room accomodations, a hotel room with two beds - one student in each bed - for two occupants total. Tour participants will room with same-gender students from the entire shared tour group with which they are traveling, including students from other schools. Rooming assignments are based on similar age and the gender identified on the traveler enrollment form. A traveler can inform NSHSS if they identify as a different gender or prefer alternate arrangements based on their sexual orientation, and we will work to accommodate that traveler; in the case of different genders of the participants, a room upgrade may be required. Participants who are 18 or younger, who have opted for a shared room, will not be roomed with anyone over the age of 18. Roommate requests listed in the enrollment form will be honored so long as all designated roomates are enrolled, paid participants on the tour. Rooming with a family member or friend must be requested at registration or emailed to tours@nshss.org within 60 days prior to tour departure.

# Can students request a single room?

Students may request single room accommodations for an additional upgrade fee (\$650). Single accommodations include a room with one bed to be stayed in by ONLY that registered individual. A single room reservation does not entitle anyone outside the tour to stay in that room as well.

#### How are adults roomed?

Adults are automatically roomed in twin accommodations with the student they enrolled with. Student tour participants will ONLY room with the adult travelers with which they are traveling. In the case of two adults traveling with a student, adults can opt to stay in a twin room together and have their student be paired in a separate twin room with another student on the tour, or speak to NSHSS to seek alternative family rooming options.

## Can adults request a single room?

Single room accommodations are available for adults at an additional charge (\$650) in addition to the program fee. In the case of an adult opting to stay in a single room, their student will be placed in a separate room and paired with another student in the tour group.

#### Are group rooming accommodation alternatives available?

Triple or quad-occupancy rooming is also available for students and their families traveling on the tour together. All booked hotel rooms are set up with two beds, but two participants per bed can be allowed for a group wishing to share a room. The maximum number of travelers to be accommodated in a group room is four. In some cases, a triple or quad rooming discount may be available for each participant's program fee. For these group rooming options, as well as details and pricing, please contact NSHSS at tours@nshss.org.

#### **PERSONAL DATA**

NSHSS and EU will process your personal data in compliance with applicable data protection legislation for the purposes of completing your enrollment, customer service, and providing you with the products and services related to your tour. This may entail sharing your personal data with corporate affiliates, claims handlers, insurance providers, and other business partners both within and outside the U.S. We have put appropriate safeguards in place for such transfers of your personal data, including the standard data protection clauses adopted by the European Commission. NSHSS may also use your personal data, combined with data from third parties, to market products and services based on your interests, including by email and SMS/text. You may contact NSHSS at any time to unsubscribe from any direct marketing purposes. We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. We will keep your personal data for marketing purposes until you withdraw your consent. Please note that by attending this tour you give NSHSS the right and permission to: (1) photograph, video record, and or audio record; (2) copyright, publish, reproduce, or use, in whole, part, or composite, in print or electronic media, and information regarding your name, title, school, city and state or country of residence; (3) use such materials and information in promotional materials or for any other purpose. If you have questions about the processing or use of your personal data, would like to have a copy of the information NSHSS holds about you, or have inaccurate personal data corrected or erased, please contact customer service at 1-866-343-1800.

#### **ADDITIONAL TERMS AND PROVISIONS**

No warranties, representations, terms, or conditions apply to any tour unless expressly stated within these "Booking Conditions," in a Booking Conditions Addendum, or in a letter signed by an NSHSS representative. Prices are subject to change. NSHSS makes every effort to ensure the accuracy of its publications, but it is not responsible for typographical or printing errors, including, but not limited to, pricing information. NSHSS tours are not for resale and travelers must enroll directly with NSHSS.

Enrolling travelers acknowledge that NSHSS or EU may change the Booking Condition terms from time to time and those changes become effective immediately. Notice will be provided to you in the event of a material change. A traveler's continued use of NSHSS & EU's services following such notice constitutes acceptance and agreement to be bound by such changes. Travelers agree that the current version of the Booking Conditions in effect at the time of travel or cancellation applies to their tour program.

#### When does my tour officially start and end?

Each tour begins with the check in at the tour's designated arrival airport or hotel drop-off location and ends upon drop off to the designated departure airport or pick-up from the final hotel. For those making their own travel arrangements to arrive late or leave early, the tour begins upon arrival at the first scheduled EU tour activity and ends upon departure from the last scheduled EU tour activity or hotel.

#### What about lost belongings?

NSHSS & EU are not responsible for loss of passports, airline or train tickets, other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost airline or train ticket, the participant is solely responsible for meeting the airline's or train's requirements (both logistical and financial) for ticket replacement. Any traveler belongings left behind at a hotel or any itinerary stop, will be the responsibility of the traveler to retrieve. The participant is solely responsible for communication with the hotel or the allocated contact at the last known location and any costs associated in having the item(s) mailed back to their address or held to be retrieved later outside of the tour week. Due to the tight itinerary times and distance traveled on this tour, NSHSS nor EU will not have the ability to turn the bus around and return to retrieve lost belongings.

# What about travelers with food allergies?

NSHSS & EU recognize that some travelers may have severe food allergies. Once a traveler shares their allergies or requested dietary accommodations, we will do our best to ensure that our suppliers are informed of the situation, but we cannot guarantee that all requests will be accommodated. If an appropriate alternative is provided, but the traveler would like something else, then the traveler is responsible for making their own arrangements for an alternative meal. It is the traveler's responsibility to notify NSHSS & EU of any allergies or dietary restrictions prior to tour departure as we can only accommodate what we are made aware of in advance.

#### What items are prohibited from tour?

For the safety and well-being of all travelers, no firearms or any other weapons, alcohol, or illegal drugs are permitted on tour. For reasons of safety and tour policy, possession or the use of illegal drugs and/or alcoholic beverages by any student on this tour, regardless of legal drinking age, shall not be permitted during any phase of the specified tour week. Any student who violates this policy or any U.S. federal or state law, shall be subject to disciplinary actions and penalties in accordance with the Tour Code of Conduct.

#### **Health & Capabilities**

The pacing and physical requirements of this tour require walking for long periods of time in elevated temperatures. Travelers should only select this tour if it is suitable for their physical capabilities. This tour requires considerable walking and may pose difficulty for travelers with disabilities or impaired mobility. Travelers will not be allowed to skip portions of the tour, wait on the bus, or go to the hotel without a verified adult present. EU staff is available to discuss any specific accommodations that disabled passengers might request and whether such requests can be reasonably arranged.

#### **REFUNDS**

When applicable, refunds for overpayment will be issued upon request and after the most recent payment has been in the traveler's account for 21 days. Refunds will be issued back to the original form of payment unless that is no longer valid, in which case a refund check will be issued in the name that appears on the traveler's account. Where applicable, upon notification of tour cancellation, a tour credit toward a future NSHSS tour may be allowed as the ONLY refund if the date of notification is within or beyond cancellation policy limits. No refund checks or returned payments back to original payment methods will be issued. Credits will be issued only upon request and will be issued in the name which appears on the NSHSS Tour account. Future NSHSS tour credit may be subject to separate terms and conditions, including, but not limited to, forfeiture of a future refund for the tour in which the credit is applied, additional payment due for difference in program fee costs, and time limits in which the credit can be applied.

All refund checks are sent one to three weeks after the request has been processed. There will be a Non-Refundable Fee of \$50 to stop-payment on lost refund checks.

#### **CANCELLATIONS AND MODIFICATIONS**

#### **NSHSS Standard Cancellation Policy**

The cancellation policies below take into consideration the costs NSHSS & EU incur often years before groups ever depart. The date of cancellation will be determined by the date on which NSHSS receives notice from the participant or their legal guardian in writing. If applicable, EU will provide a tour credit to attend the NSHSS Ivy League Tour the following year.

- 160 days or more prior to departure: Full refund less the \$500
  NSHSS non-refundable deposit and all other non-refundable fees.
- 159 to 120 days prior to departure: Full refund less the \$500 NSHSS non-refundable deposit, all other non-refundable fees, and a \$300 cancellation fee.
- 119 to 90 days prior to departure: Full refund less the \$500 NSHSS non-refundable deposit, all other non-refundable fees, and a \$500 cancellation fee.
- 89 to 60 days prior to departure: Full refund less the \$500 NSHSS non-refundable deposit, all other non-refundable fees, and 50% of the Program Fee.
- 59 days or less prior to departure no refund will be issued.
  - Tour credit refunds toward a future NSHSS tour will be the ONLY type of refund issued upon notification of changed plans to participate on this tour.

Cancellation with replacement refers to a participant who cancels but finds a person to replace them for the same program. The replacement's enrollment form must be submitted at the same time as the notification of cancellation. EU cannot guarantee the replacement participant a place on the tour. Substituting with a student of a different gender within 45 days prior to tour departure must be approved in advance by EU due to hotel occupancy. If a wait list for this tour is initiated, NSHSS may assist with replacement. NSHSS cannot guarantee replacement, and a refund will only be issued once the replacement traveler has completed their tour fee payment in full.

- 61 days or more prior to departure: Full refund less the \$500 NSHSS non-refundable deposit and all other non-refundable fees.
- 60 to 46 days prior to departure: Full refund less the \$500 NSHSS non-refundable deposit, all other non-refundable fees, and a \$100 substitution fee.
- 45 days or less prior to departure: Replacements can no longer be accepted. If an exception to this deadline is allowed, there will be a \$200 substitution fee. NSHSS Standard Cancellation Policy will apply. Please make all payments on time to qualify for refunds in accordance to the NSHSS Standard Cancellation Policy.

#### **Group Leader Cancellations**

An NSHSS Group Leader will accompany participants on every tour. If a Group Leader cancels or is removed for any reason, NSHSS will assign a new Group Leader to the group's participants. Any participants who cancel at this point and choose not to travel with their replacement Group Leader will be treated as standard cancellations. If no replacement Group Leader is found, EU may replace the NSHSS Group Leader with their own staff.

#### Cancellations or Modifications Required by External Events Bevond NSHSS & EU's Reasonable Control

NSHSS and EU are not responsible or liable for, and no refunds will be given as a result of, delays, cancellations, modifications, or interruptions affecting all or part of a tour program that result from any event, cause, or circumstance beyond the reasonable direct control of NSHSS or EU (a "Force Majeure Event"). For avoidance of doubt, a Force Majeure Event includes but is not limited to: (i) socalled "acts of God"; (ii) epidemics, pandemics, plagues, outbreaks of infection diseases, mass-illness or other public health issues, emergencies, or associated quarantine or isolation requirements; (iii) acts of any governmental or ruling authority or governmental shutdown; (iv) acts of war (whether declared or undeclared) or civil unrest, insurrection or revolt; (v) strikes or other labor activities; (vi) criminal, terrorist or threatened terrorist activities of any kind; (vii) travel restrictions, warnings or advisories issued by any local, municipal, county, state or federal governmental body, agency, or organization; (viii) overbooking or downgrading of accommodations by third-parties; (ix) limitations imposed on or cancellations of group bookings for entrances or activities by third-party suppliers or vendors; (x) structural or other defective conditions in houses. apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein); (xi) mechanical or other failure of airplanes, trains, or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely (including flight or train delays, interruptions, or cancellations); (xii) severe or unexpected weather or other environmental events (including storms, fire, floods, and volcanic ash clouds); (xiii) financial failure or other defaults by suppliers; or (xiv) any unavailability or interruption of any service provider that is relied upon by NSHSS or EU to operate the program or otherwise fulfill an obligation to its travelers.

#### What happens if NSHSS has to cancel the tour?

NSHSS may cancel any tour for Force Majeure Event or if the tour does not meet the 30-person minimum required for the tour to commence. NSHSS and EU incur substantial non-recoverable costs and expenses of their own in planning, preparing, and pre-paying amounts for such tours. Accordingly, if a tour needs to be canceled or postponed due to a Force Majeure Event, travelers will receive an NSHSS + EU Future Travel Voucher for all monies paid, less any Non-Refundable Fees, to allow travelers the ability to reschedule their tour at a time after the Force Majeure events abate. In the event of a delayed or interrupted tour program, the amount of the Future Travel Voucher will be pro-rated for the missed portions of the tour. Cancellation, modification, or postponement by NSHSS or EU for causes described in this section shall not be a violation of its obligations to any traveler. The Future Tour Voucher will be valid for any of the next two NSHSS + EU tour opportunities after date of cancellation if due to a weather-related incident. If the tour is canceled due to an insufficient number of attendees enrolled, participants will have the option to choose another tour week that is eminent or receive a Future Tour Voucher.

#### **ENROLLMENT**

NSHSS & EU incur substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for you and your group's tour program, tour marketing, securing tour giveaways, and offering flexible policies like the eligibility for early enrollment discounts. As a result, all travelers must pay a non-refundable, non-transferable \$500 deposit to NSHSS to complete their enrollment. All traveler enrollment applications must be received by NSHSS then passed on to EU by at least 90 days prior to departure.

#### What's the enrollment deadline?

Enrollment forms are processed on a "first-come, first-served" basis. All enrollment forms must be received by NSHSS no later than the designated enrollment deadline, which will be determined by NSHSS and an EU representative; enrollment forms received after the deadline are subject to availability. The enrollment deadline will be no later than 60 days prior to departure. In the case that the tour group fills to maximum capacity prior to the enrollment deadline, the enrollment period may close earlier than the posted deadline without notice. All enrollments received after the maximum capacity has been reached will be placed on the tour wait list.

#### What if I miss the enrollment deadline?

When you enroll less than 60 days prior to your tour, you will need to pay the full cost of your tour plus a \$200 late enrollment fee. There will be an additional \$20 charge if your tour itinerary includes a Broadway show. NSHSS and EU only accept payment by credit/debit card for late enrollments. Availability is not guaranteed and additional charges may apply. Late enrollments may be placed on the tour wait list if tour capacity limit has been reached. We cannot accept enrollments 30 days or fewer prior to departure.

#### What is the tour enrollment wait list?

Any enrollment forms received after the capacity limit is reached will be placed on the tour wait list, and the non-refundable enrollment deposit will be used to hold their spot. Enrollments on the wait list will be notified of their wait list status and held from receiving an invoice for further tour payment.

Should a spot on the tour become available, the wait list attendee will be notified via email that their enrollment has been confirmed. The attendee's tour fee invoice will be created and emailed to their designated payment contact within 1-2 business days of their confirmation email. The attendee will then have a specified period of time to complete payment of the total cost of their tour fee. If the tour fee is not completed within the designated period, the attendee will forfeit their enrollment and non-refundable tour deposit. The next person on the wait list will then be notified, and the process will be repeated until the open tour spot is filled. Should an attendee on the wait list never be informed that a spot has become available for them and their enrollment has been confirmed, they will have the option to transfer their deposit to the following year's tour or have their deposit refunded no earlier than 30 days prior to the tour's departure.

Wait list notifications and associated communication will come directly from NSHSS, not the tour partner. NSHSS has complete discretion over the enrollment wait list, and EU does not dictate it. Due to the discrepancies between the NSHSS and EU enrollment platforms, EU may trigger an automated email in error after late enrollment. Should a tour participant receive notification from EU that they have been placed on the wait list, they should disregard or contact NSHSS for clarification.

#### **PAYMENT DETAILS**

### How do I pay for tour?

With our flexible payment options, you choose when—and how much—you want to pay.

All tour participants will receive a PayPal invoice upon enrollment. The PayPal invoice will be emailed to the payment contact email address designated on the enrollment form within 1-2 business days of the submitted enrollment. The invoice will be received from service@paypal.com (Invoice from The National Society of High School Scholars).

You can view and pay the invoice on line on the PayPal platform through the emailed invoice. Payments can be made within PayPal, using a credit/debit card or through a PayPal account. You can pay the invoice in full upon enrollment or choose to pay over time with partial payments. Payment can be made at any time and in any amount using the "pay other amount" option. You can choose to create your own payment plan to make payments in smaller increments over time. The due date on the PayPal invoice will be set at the 50% deadline date, but the final payment deadline will remain as initially disclosed. All payments must be received in the required amount and reflected on the PayPal invoice by the 50% balance paid and final payment deadlines.

#### Can I pay without using PayPal?

If you want to pay your tour fee without using the PayPal platform, NSHSS can also accept payment via credit/debit card over the phone or by mail-in check.

For payments over the phone, call 404-235-5500 ext. 2 during business hours M-Th 8 AM—4 PM EST. Payments over the phone must be for the full invoice amount or the entire 50% balance. Partial payments cannot be made over the phone. For payment through the mail, checks should be addressed to "National Society of High School Scholars," with the memo line noted as "Ivy League University Tour Fee" and the tour participant's name and invoice number. The check can be mailed to 1930 N Druid Hills Rd NE, Atlanta, GA 30319. Checks by mail must be received before the payment due date.

#### **Payment Terms and Conditions**

You will make payments on your invoices based on the following schedule:

- Upon enrollment:
  - \$500 non-refundable enrollment deposit
- 50% payment deadline:

Account must have 50% of the total tour fee paid

The initial \$500 deposit may be included in the as a part of the 50% paid

- Final payment deadline:
  - Account must be paid in full
- Travelers can pay with ATM/debit card, credit card or personal checks.
- Payments made by personal check must be submitted with the traveler's name and invoice number.
- A non-refundable \$50 fee will be assessed each time a check or direct debit payment is returned or declined.

- A Non-Member fee of \$300 will be assessed for student travelers that are unaffiliated with NSHSS. This fee also applies to adults or guests accompanying this student.
- Travelers are responsible for making payments on-time even if an invoice is not received.
- Travelers are responsible for contacting NSHSS if they cannot locate their invoice.
- All payment due dates refer to the dates by which each payment must be received by NSHSS.
- NSHSS reserves the right to cancel the traveler's reservation if any payment is past due by 7 days (or 3 days after final payment is due). In that event, NSHSS Standard Cancellation Policy will apply.

#### **Payment Security**

Upon receiving traveler payment at each payment deadline, NSHSS will make the required associated payments to EU.

#### **Paperless Billing**

All travelers are enrolled in Paperless Billing, the following Terms and Conditions apply:

- Travelers will receive electronic invoices in connection with all communications and information related to their NSHSS tour account, including tour invoices, and other notices that are available in electronic format. Travelers understand this means that, once enrolled, they will not receive paper copies. Invoice reminders will be sent to the payment contact e-mail address that travelers provide on their enrollment form. Travelers may view and print invoices by accessing the link to their PayPal invoice emailed to them by service@paypal.com.
- NSHSS is not responsible for any delay or failure to deliver any invoice, and travelers understand that nothing in these Terms and Conditions relieves obligation to pay any invoice.
- To the extent permitted by law, paperless billing is provided "as is" with faults and without warranties of any kind, either expressed or implied. Travelers assume all responsibility and risk for use of paperless billing. NSHSS does not warrant that the information, processes, or services will be uninterrupted, or bug or error free.

# **DIVERSITY, EQUITY, INCLUSION AND BELONGING**

NSHSS and EU are committed to providing an inclusive tour experience, and all of our travelers play a role in this. On tour, you will meet people who represent a variety of backgrounds and beliefs and explore diverse cultures and histories. Our goal is to create an environment that celebrates these differences and fosters learning more about the world, yourself, and yourself in the world.

# **NSHSS TOUR CODE OF CONDUCT**

When you enroll on your tour, you agree to the NSHSS Tour Code of Conduct, which can be found with further detailed rules and regulations on the tour website. If you do not conform to these regulations or any specific rules set by your Group Leader, you risk dismissal from the tour, returning home at your expense with no refund for the missed tour portion. Decisions regarding tour dismissal are up to NSHSS and/or your EU Tour Directors.

# All travelers must adhere to the following regulations while on tour:

- > 1. All scheduled activities are obligatory. If you are sick, have signs of becoming sick, or have a physical ailment that might prevent you from participating in an activity, you must tell the Group Leader, who should notify the Tour Director.
- 2. If you want to visit friends or relatives in a destination, your Group Leader must be told before the tour begins to receive permission for the visits. You must then inform your Tour Director upon arrival to coordinate logistics. Travelers will not be refunded for any missed activities included on the tour and are responsible for meeting back up with the tour group in a timely manner.
- ➤ 3. You are expected to respect the nightly curfew that your Group Leader & Tour Directors will set for your own safety and security. Room checks will be conducted at the Tour Directors' discretion. Visitors or group members of the opposite gender are not permitted in your room. Travelers may not enter any hotel room they are not explicitly assigned to.
- 4. Smoking is not allowed on buses, during meals, in hotel rooms, or in any other shared, enclosed space.
- 5. Hitchhiking and the driving or renting of any motor vehicle or electric scooter is strictly forbidden for all travelers.
- 6. You are required to pay for any phone calls or incidental personal expenses incurred at hotels. These will be payable the evening before departure at each hotel.
- 7. All illegal activities are forbidden, such as shoplifting, underage consumption of alcohol, and possession of illegal drugs. Illegal activities will not be tolerated and are punishable by immediate dismissal from the tour. If you are involved in any illegal activities, all costs to return home are at your own expense. If the local authorities are involved, you will be subject to the laws of the country you are visiting.
- 8. Payment for damage done to hotel rooms or to buses is your responsibility. If you notice any damage upon arrival at a hotel, you should notify the Tour Director immediately.
- 9. NSHSS & EU are committed to creating a safe and comfortable environment for all travelers, and diversity, equity and inclusion are an integral part of our mission to break down barriers through educational travel. Harassment, bullying or discrimination aimed at other travelers, suppliers or staff on the basis of gender identity, age, sexual orientation, disability, physical appearance, race, ethnicity, religion or any other factor will not be tolerated and may result in a participant's dismissal from tour at their own expense.
- > 10. Additionally, all tour participants must sign and agree to the NSHSS Tour Code of Conduct to attend this tour.

#### **RELEASE AND AGREEMENT**

I (or parent or legal guardian if enrollee is under 18 or a minor under any other applicable law) am an enrollee for an educational tour operated by the National Society of High School Scholars and Education Unlimited, Inc. By agreeing to the NSHSS Ivy League University Tour Booking Conditions with submission of my enrollment form, I understand and agree to the following NSHSS + EU Release and Agreement:

- 1. The National Society of High School Scholars and Education Unlimited, Inc. and its affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, shareholders, and authorized representatives (collectively referred herein as "NSHSS + EU") do not own, operate or control any entity that is to or does provide goods or services for my program, including but not limited to: hotels, houses, apartments or other lodging facilities; tour directors; airline, vessel, train, bus or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers. I acknowledge that all such persons and entities, are independent contractors and not employees or agents of NSHSS + EU. As a result, NSHSS + EU are not responsible or liable for any injury, loss or damage to person or property, death, disease, sickness, delay or inconvenience in connection with the provision of any goods or services or arising from any negligent or willful act or failure to act of any such person or entity, or of any third party.
- 2. To the fullest extent permitted by law, I agree to release NSHSS + EU, my NSHSS Group Leader, and my EU Tour Directors (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation on an NSHSS + EU tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligence or wrongful death or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any NSHSS + EU tour. I agree that this release applies to and binds myself and my minor child enrolling on tour (if applicable), along with my personal representatives, executors, heirs, and family.
- 3. I acknowledge that travel includes certain inherent risks that include but are not limited to: (i) injuries caused by other travelers or third-parties; (ii) traffic-related accidents; (iii) dangers associated with water-based activities; (iv) dangers associated with or bites from animals, insects, or pests; (v) sanitation problems; (vi) food poisoning; (vii) lack of access to or inadequate quality of medical care; (viii) difficulty in evacuation in case of a medical or other emergency; (ix) or any negligent or willful act or failure to act of any third party or for any other cause beyond the direct control of NSHSS + EU. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience, and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.

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- 4. I further agree to release the Released Parties from any and all decisions to cancel, modify or delay the tour as a result of unforeseeable events that are beyond the reasonable control of NSHSS + EU or which become necessary or advisable so as to increase the quality of the tour.
- 5. My tour begins with the check in at the tour's designated arrival airport or hotel drop-off location and ends upon drop off to the designated departure airport or pick-up from the final hotel. For those making their own travel arrangements to arrive late or leave early, the tour begins upon arrival at the first scheduled EU tour activity and ends upon departure from the last scheduled EU tour activity or hotel.
- 6. NSHSS + EU shall have no liability or responsibility for me when I am absent from NSHSS + EU sponsored activities or during non-NSHSS + EU sponsored activities, such as visits to friends or relatives or during stay-ahead, stay-behind or any optional periods or activities that do not include the services of a Tour Director.
- 7. NSHSS + EU or my Group Leader reserves the right to decline to accept or cancel my registration in the event that my participation would negatively affect the wellbeing or satisfaction of me or my travel group, would be dangerous to myself or other participants, or if NSHSS + EU or my Group Leader cannot in its sole discretion accommodation a medical or behavioral condition. In such an event, the NSHSS Standard Cancellation Policy as outlined in the Booking Conditions will apply.
- 8. I agree to abide by NSHSS + EU's rules, the directions of my Group Leader, my Tour Directors, and NSHSS + EU's personnel during my tour. Failure to do so may result in my Group Leader or NSHSS + EU terminating me from the tour immediately. Bullying and harassment are not tolerated on tour and individuals who engage in such behavior may be removed from tour. The use of alcohol is not allowed and consumption of alcohol by any student participant, of any age, is subject to disciplinary action, including dismissal from tour. I understand that If I am removed from tour I waive the right to a refund of any part of my Program Fee, and that NSHSS + EU may then send me home and require an adult to travel with me if I am under 18 years old at my own expense.
- 9. I agree to abide by all local laws when abroad or while on tour, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program Fee, and NSHSS + EU may send me home and require an adult to travel with me if I am under 18 years old at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country or state I am visiting.
- 10. If I become ill, incapacitated, or medically compromised, NSHSS + EU and their employees, my Tour Directors, my Group Leader, or a health care provider or health consultant may take any action deemed necessary for my safety and well-being, including notifying parents/guardians, securing medical treatment (at my own expense) or obtaining a health consultation, and transporting me home. NSHSS + EU retains the right, in its sole discretion, to contact the participant's

- 10. (cont.) parent(s), guardians, or emergency contacts with regard to health issues or any matter whatsoever that relates to the participant's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency or any situation requiring medical Intervention or consultation, NSHSS + EU will attempt to cause appropriate treatment to be administered, and the participant authorizes NSHSS + EU to do so. NSHSS + EU may offer or require that the traveler connect with an external mental health or physical healthcare resource, including a mental health assessment, and the traveler and/or their parent/guardian authorizes the use of these services. NSHSS + EU, however, makes no warranty that it will be able to cause effective (or any) emergency treatment, Intervention, or consultation to be administered.
- 11. NSHSS + EU has the right to make changes and/or cancellations in tour itineraries and departure dates, and to modify transportation arrangements, including hotels and any other tour features at any time. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.
- 12. I have made the choice to travel with the NSHSS Group Leader organizing my group, and I understand that my Group Leader is able to make decisions on my behalf, including but not limited to changing the group's requested tour or travel date and requiring that I purchase items such as optional excursions. I understand that a Group Leader must accompany me on tour. If a Group Leader cancels or is removed for any reason, NSHSS will assign a new Group Leader to the group's participants. Any participants who cancel at this point and choose not to travel with their replacement Group Leader will be treated as standard cancellations. If no replacement Group Leader is found, EU may replace the NSHSS Group Leader with their own staff.
- 13. It is my responsibility to secure the necessary travel documents and meet all applicable travel requirements (passport, visa[s], any required health testing or vaccinations, and parental authorization forms.) This includes meeting (where applicable) the U.S. Government's requirement for a REAL ID or other acceptable ID to fly within the U.S. beginning on May 7, 2025. Failure to do so does not constitute grounds for a refund except according to the NSHSS Standard Cancellation Policy outlined in the Booking Conditions.
- 14. 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 or other property.
- 15. This tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.
- 16. This Release and Agreement and Booking Conditions constitute the entire agreement between NSHSS + EU and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein stated, including but not limited to any oral statements made to me by any agents or employees of NSHSS + EU, or by my Group Leader. This agreement may be amended or modified only in writing signed by an officer of NSHSS + EU. The waiver by NSHSS + EU of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.

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17. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Georgia or State of California. In the event of any claim, dispute or proceeding arising out of my relationship with NSHSS + EU, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the State of Georgia or State of California and of the United States District Court for the District of Georgia or California.

- 18. For participants in Utah only: I understand that this tour is not sponsored by any public school, public school district or other public entity, and is operated and organized by a privately owned company.
- 19. NSHSS + EU may use any photographic, film, digital or video likeness taken of me, any of my comments while on an NSHSS + EU tour, any of my photographic, film, digital or video content shared by me with NSHSS + EU through any form, and any project work (including but not limited to on line learning programs offered by NSHSS + EU) for future publicity or marketing without compensation to me and also use my contact information for future NSHSS + EU promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at www.nshss.org/terms-of-use/ and www.nshss.org/privacy-policy/ and at www.educationunlimited.com/page/legal-information, and I consent to NSHSS + EU's processing of my personal data according to those terms and conditions and as set forth.

Submit your enrollment form only when you have read in full and understood the contents of this release and agreement.

#### LIMITED POWER OF ATTORNEY

The tour itinerary may include certain activities that may require the NSHSS Group Leader or EU Tour Directors to sign a release on behalf of the travelers (who are minors and cannot sign for themselves) in order to allow participation. This Limited Power of Attorney allows the Group Leader and Tour Directors to execute these documents on your behalf should the need arise. Your execution of this Limited Power of Attorney is voluntary, and if you choose not to grant this Limited Power of Attorney, your child may still participate in the tour but may not be able to participate in some tour activities. With regard to said activities:

- I understand and agree that my child, with my permission, has voluntarily chosen to participate in the activities, and we assume all dangers and risks associated with the activities.
- 2. I do hereby delegate to the Group Leader and Tour Directors a "Limited Power of Attorney" and full authority to sign any documents, including, but not limited to, liability releases, permission slips, waivers, and/or any other type of participation agreement required by the operators of any activity for participation. By submitting the NSHSS Enrollment Form, I understand and agree to the above