

I have read, understand and agree to the following along with the Educator Explorers, LLC Program Terms and Conditions which are incorporated here by reference in exchange for enrollment in an Educator Explorers tour and professional learning experience:

1. I acknowledge and understand that my tour and professional learning experiences are operated by Educator Explorers, LLC.
2. With the exception of the Tour Director and Lead Learner, Educator Explorers does not employ any of the personnel or own or operate any entity which provides goods or services for my program, including, but not limited to hotels or other lodging facilities; destination tour operators; airline, vessel, bus, or other transportation companies; providers or organizers of excursions and cultural experiences; or food service or entertainment providers. I acknowledge that all such persons and entities are independent contractors and not employees or agents of Educator Explorers. As a result, Educator Explorers, LLC is not liable for any negligent or willful act or failure to act of any such person or entity or of any third party.
3. Without limitation, Educator Explorers, LLC is not responsible for any injury to a person, including death, loss or damage to property, financial loss, delay or inconvenience in connection with the provision of any goods or services arising from or related in any way to acts of God; force majeure; governmental actions including lock-downs, curfews or public health issues or emergencies; acts of war, civil unrest, or insurrection; strikes or other labor activities; criminal, terrorist, or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; defective conditions in lodging facilities; failure of any mode of transportation; dangers associated with water contamination, sanitation problems or food poisoning; dangers associated with bites from animals, insects, or pests; lack of access to or quality of medical care; or any negligent or willful act or failure to act by any third party or for any other cause beyond the direct control of Educator Explorers.
4. I agree not to sue Educator Explorers, LLC and hereby expressly release it from any and all claims of any nature whatsoever related to my participation in an Educator Explorers-facilitated tour and professional learning experience, including, but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, including warranties of merchantability and fitness for particular purpose, wrongful death, or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands, both known and unknown, for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) arising out of personal injury, bodily injury including death, emotional distress, property damage or financial loss that I may suffer from any cause whatsoever related in any way to my participation in any Educator Explorers tour and professional learning experience.
5. I understand that travel in other nations is different from travel within the United States and can involve inconvenience and increased risk including, but not limited to, different laws and customs, medical care quality and availability, hygienic standards, infrastructure problems, civil unrest, vandalism, crime, political instability, and terrorism. I further understand that different parts of the world present unique health, disease, and safety concerns, and I agree to review any specific risks related to my destination by visiting the [Centers for Disease Control and Prevention's Traveler's Health](#) website and the [State Department's International Travel](#) website. It is my intention fully to assume all of the risks of travel and participation in the program and to release Educator Explorers, LLC from any and all liabilities to the maximum extent permitted by law.
6. I further agree to release Educator Explorers, LLC 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 Educator Explorers or which become necessary or advisable for my safety or for the quality of the tour experience.
7. I agree that this Release applies to and binds myself along with my family, my personal representative, executor, administrator, heirs, successors, and assigns.
8. In addition, Educator Explorers, LLC shall have no responsibility for me whatsoever when I am absent from an Educator Explorers-supervised activity or for non-supervised activities, such as visits to friends or relatives or during stay-ahead/stay-behind option periods or any other optional period or activity when not escorted by a Tour Director.

- 9. My tour begins with the meeting of the Tour Director at the arrival airport and ends upon my arrival at the departure airport.
- 10. Educator Explorers reserves the right to refuse or cancel my registration at its sole discretion. In such an event, standard cancellation policies outlined in the Program Terms and Conditions apply.
- 11. I agree to abide by Educator Explorer’s Program Terms and Conditions which are expressly incorporated by reference here as if they were fully stated, the directions of my Tour Director during my tour, and all local laws, regulations, and governmental advisories for all locations of my tour while abroad. Failure to do so may result in Educator Explorers expelling me from the tour immediately. I understand that by disobeying such rules and regulations, I am waiving the right to a refund of any part of my program price, Educator Explorers may refuse to allow me to continue with the tour, and I will be responsible for all of my costs and expenses associated with returning home.
- 12. If I become ill or incapacitated, I expressly authorize Educator Explorers and their employees to take any action they deem necessary for my safety and wellbeing, including notifying emergency contacts and/or securing medical treatment (at my own expense). Educator Explorers reserves the right, in its sole discretion, to contact the participant’s emergency contact with regard to health issues or any matter whatsoever that relates to the participant's tour and professional learning experiences. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, Educator Explorers will attempt to cause appropriate treatment to be administered, and the traveler authorizes Educator Explorers to do so. Educator Explorers, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered.
- 13. I expressly authorize Educator Explorers to use any film or digital likeness taken of me and any of my comments while on an Educator Explorers tour and professional learning experience for future publicity without compensation to me and also use my contact information for future Educator Explorers promotions.
- 14. This Release and Agreement and Educator Explorer’s Program Terms and Conditions constitute the entire agreement between Educator Explorers and me with reference to the subject matter herein, and I do not rely upon any oral statements, promises, inducements, marketing materials, or agreements not stated herein. This agreement may be amended or modified only in a writing, signed by Educator Explorers. The waiver by Educator Explorers 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.
- 15. This agreement and performance hereunder shall be governed in all respects by the laws of the State of Illinois without regard to conflicts of laws provisions. In the event of any claim, dispute, or proceeding arising out of my relationship with Educator Explorers, or any claim which arises between the Parties, whether or not related to this agreement, the literature for the trip, or the trip itself, it shall be resolved solely in courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois and the substantially prevailing party shall be entitled to recover reasonable attorney’s fees, costs and expenses from the other party.

Tour Participant

Signature

Date

Printed Name

Address: _____

Phone Number

Email Address