GRADCITY®

GRADCITY TRAVEL LLC CUSTOMER AGREEMENT

THIS DOCUMENT, WHICH INCLUDES "EXHIBIT A" HERETO, WHICH WILL NEED TO BE READ AND ACCEPTED BY YOU, CREATES A CONTRACTUAL RELATIONSHIP BETWEEN GRADCITY TRAVEL LLC AND YOU, THE "CUSTOMER". AFTER READING THIS ENTIRE CUSTOMER AGREEMENT (THE "AGREEMENT"), IN ORDER FOR YOUR TRAVEL OR VACATION PACKAGE RESERVATION ("VACATION PACKAGE", "TRIP", OR "RESERVATION") TO BE COMPLETED, YOU MUST INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS FOUND IN THIS AGREEMENT. ACCORDINGLY, FAILURE TO ACCEPT THIS AGREEMENT [IF ELECTRONIC: BY CLICKING "I ACCEPT" AT THE BOTTOM; IF PAPER BY SIGNING AND RETURNING TO OUR OFFICE] WILL PREVENT YOU FROM COMPLETING YOUR RESERVATION OF A VACATION PACKAGE WITH GRADCITY TRAVEL LLC.

I. PARTIES TO THIS AGREEMENT

A. TOUR OPERATOR:
GradCity Travel LLC, also d/b/a GradCity, Breakaway Beach, Breakaway Tours, and MTL Break, and Committed To Youth, 260 Fordham Road, Suite A-120, Wilmington, MA 01887, (collectively with its owners, directors, officers, employees, and agents herein referred to as "GCT", "we", "our" or "us") has arranged the Vacation Package described within this brochure/flier/invoice/website/confirmation.

B. CUSTOMER:
The traveler (herein referred to as "Customer", "Participant", "I", "you" or "your") who has reserved a Vacation Package as described in this brochure/flier/website/invoice/ confirmation and who intends to participate in the Vacation Package so reserved and by such participation and payment as provided for in this Customer Agreement ("Agreement") hereby agrees to be bound by and subject to the terms and conditions of this Agreement.

II. VACATION PACKAGE PRICE AND INCLUSIONS

See brochure/flier/invoice/website/confirmation for Vacation Package inclusions. All Vacation Package inclusions are subject to terms and conditions contained herein. Unless specifically indicated otherwise herein, land only Vacation Packages, hotel only Vacation Packages, and cruise Vacation Packages do not include transportation. All rates are subject to change without notice in accordance with fuel base prices in charter contracts, available class of service, changes in government taxes/fees, etc. Any fuel-related increases and/or changes in government taxes/fees will be assessed with best efforts to provide no less than 10 days' notice prior to departure; however, such charges may also be assessed and billed up to 30 days following the conclusion of the trip and must be paid by all Customers, regardless of whether your account is paid in full or not.

III. RESERVATIONS AND PAYMENTS

A. DEPOSITS:
Your **NON-REFUNDABLE** per person deposit amount described in brochure/flier/invoice/website/confirmation is required by due date to secure reservation. Monthly and final payments are due in our office by the due date associated therewith. Payment due dates vary according to your Vacation Package and chosen payment plan. Please refer to your web account or invoice for exact payment due dates or contact our office. Failure to make on-time payments may result in cancellation of reservation, loss of first choice hotel, flight, cruise and/or other transportation, reservation suspension, assessment of a late payment fee or reinstatement fee, and/or removal of all price discounts/adjustments and booking incentives previously applied to your account. Before Final Payment Due Date (FPDD) up to $100 of your NON-REFUNDABLE deposit is reusable for one year from the date of cancellation.

B. DEPARTURE TAXES/FEES:
Unless otherwise indicated, all domestic and foreign arrival/departure taxes and fees are due with final payment. The Customer is responsible for paying any increases in government taxes and/or fees prior to departure. For cancellation fee schedule, please see Section IV.

C. PAYMENT TYPES:
CHECKS:
For all Vacation Packages, checks and money orders should be made payable to: "GradCity Travel LLC". Receipt of deposit by GCT constitutes acceptance of these terms and conditions by Customer. There is a service charge for all checks returned to GCT for any reason including, but not limited to insufficient funds or stop payment.

DEBIT/CREDIT CARD:
GCT accepts Visa, MasterCard, American Express, and Discover. You may make credit card payments on our secure website or by calling our office. Customers paying by credit card agree to all terms and conditions contained herein and agree to waive all chargeback rights.

AUTOPAY:
If this payment option is chosen, your checking account or credit card will be automatically debited for your monthly payment on the first week of each month. You are responsible for making your final payment (including any fees/charges that have been added to your account per the terms of this Agreement) on your final payment due date, this amount will be automatically debited.

ALL ACCOUNTS NOT UP-TO-DATE ON PAYMENTS AND/OR PAID IN FULL BY FINAL PAYMENT DUE DATE ARE SUBJECT TO CANCELLATION AND/OR CANCELLATION PENALTIES AS DESCRIBED HEREIN.

IV. CANCELLATIONS

YOUR RIGHT TO A REFUND IS LIMITED.
Cancellation/refund requests must be in writing and cannot be made verbally. **NO REFUNDS WILL BE ISSUED IN RESPONSE TO VERBAL CANCELLATIONS**. Canceled reservations may be reinstated at then current rates, subject to availability, current package inclusions, and reinstatement fees. Charges and fees for products, services, attractions or excursions to be supplied in addition to the base Vacation Package are non-refundable. Non-refundable fees include, but are not limited to: returned check fees, reinstatement/cancellation/late payment fees, processing fees, reservation change fees, transfer fees, and travel protection premiums. GCT offers refunds under this Agreement with the express understanding that the receipt of that refund by a Customer constitutes a waiver of any additional remedies.

A. Cancellations and fees are subject to the following schedule:

Spring Break Trips (Travel Dates between Feb. 1 – April 30)
Cancellation fees and policy dates are based off the year prior to travel (e.g., for travel in 2027, cancellation fees are based on 2026 dates).

- **Before March 1:** $175 cancellation fee.
- **March 1 – May 14:** $300 cancellation fee.
- **May 15 – August 14:** $500 cancellation fee.
- **August 15 – October 14:** $700 cancellation fee.
- **On or After October 15:** Non-refundable.

Summer Graduation Trips (Travel Dates between May 1 – July 31)
Cancellation fees and policy dates are based off the year prior to travel (e.g., for travel in 2027, cancellation fees are based on 2026 dates).

- **Before May 1:** $175 cancellation fee.
- **May 1 – July 14:** $300 cancellation fee.
- **July 15 – October 14:** $500 cancellation fee.
- **October 15 – December 14:** $700 cancellation fee.
- **On or After December 15:** Non-refundable.

Breakaway Tours & MTL Break Trips
All domestic bus trips and packages offered by Breakaway Tours and MTL Break are non-refundable, unless the traveler has purchased travel protection insurance. Without insurance, no refunds will be issued under any circumstances.

Refund Eligibility:
- If the amount paid is less than the cancellation fee, all funds are non-refundable.
- If the amount paid exceeds the cancellation fee, the difference will be refunded.

Travel Protection
Refunds may be available through our travel protection insurance providers if the insurance is paid for and cancellation is for a covered reason. Full details on coverage can be found at:

- **www.gradcity.com/insurance**
- **www.breakawaybeach.com/insurance**
- **www.breakawaytours.com/insurance**
- **www.mtlbreak.com/insurance**

To activate your coverage before your final payment, you must make an additional, unscheduled premium payment and notify customercare@gradcity.com within 24 hours of doing so. "Cancel for Any Reason" (CFAR) insurance is also available but must be added by paying the CFAR premium within the specified eligibility window after making your initial deposit. Terms, conditions, and reimbursement limits apply—please review the full policy details on our **website.**

V. RESERVATION CHANGES

CHANGE FEES:
There is a per person fee for changing a reservation in any way once GCT has received the deposit. Adding Customers to an existing reservation is not considered a change.

ROOMMATES:
You are responsible for finding your own roommate(s). Your reservation will be invoiced at the **MAXIMUM OCCUPANCY**, usually quad (4) occupancy. Once final rooming lists are completed by you and/or your organizer any occupancy surcharges are your responsibility and must be paid immediately. This is also true if any or all your roommate(s) cancel or are canceled for any reason. If you and/or your organizer fail to provide a rooming list within 15 days following FPDD, GCT may assign roommates at its discretion, which may include co-ed rooms.

"TBA" CUSTOMERS:
Our website allows you to book a trip and hold space without specifying all Customers' names if the required non-refundable deposit has been received on their behalf. There is no charge to specify the actual name of the TBA Customer on or before the final payment due date; however, a name change/transfer fee will apply after this time. Failure to name a TBA Customer by 4 weeks prior to the stated departure weekend shall result in cancellation of the reservation without refund. All named TBA Customers shall be required to sign and return this Agreement and the attached "Exhibit A", either electronically or in handwritten form, prior to traveling.

NAME CHANGES:
Name changes may be permitted for a fee and will be allowed whenever possible. In most circumstances GCT is subject to the rules and fees of third-party vendors and may not be able to accommodate all name change requests. If a name change cannot be accommodated, the cancellation policy outlined in Section IV herein will apply.

LAST MINUTE RESERVATIONS:
Reservations will be accepted up to the day of departure if space is available. GCT reserves the right to require certified funds from individuals and/or travel agents for reservations made after final payment due date.

RESERVATION ORGANIZER:
All reservations have a designated organizer. By reserving this tour, you are granting consent to your reservations organizer to act as your agent. Your reservations organizer may make reservation changes and add optional packages to your account; you are responsible for any additional amount due because of such changes or additions.

VI. TRIP DOCUMENTS (TICKETS, VOUCHERS, ETC.)

FINAL TRIP DOCUMENTS (TICKETS, ETC.) WILL NOT BE MADE AVAILABLE UNTIL FULL PAYMENT AND ACCEPTANCE OF THIS CUSTOMER AGREEMENT, EITHER, IN THE CASE OF A WEBSITE BOOKING, VIA THE ONLINE "I ACCEPT" METHOD, OR BY PROVIDING A SIGNED COPY OF THIS CUSTOMER AGREEMENT AND THE ATTACHED "EXHIBIT A" (AVAILABLE ON OUR WEBSITE OR BY REQUEST), HAVE BEEN RECEIVED BY GCT AT OUR OFFICE FROM EACH CUSTOMER SHARING THE SAME ROOM OR RESERVATION I.D. IF YOU ARE UNDER 18, BOTH YOU AND YOUR LEGAL GUARDIAN MUST SIGN THIS AGREEMENT AND THE ATTACHED "EXHIBIT A", OR INDICATE ACCEPTANCE OF THE TERMS HEREOF VIA THE ONLINE METHODOLOGY.

FOR ITINERARIES THAT DO NOT REQUIRE PAPER AIRLINE TICKETS, YOU MUST PRINT YOUR E-TICKETS BY ACCESSING YOUR ACCOUNT ON OUR WEBSITE - NOTHING WILL BE MAILED TO YOU. If you have provided us with an e-mail address, an e-mail notification will be sent to you, your group leader, travel agent or GCT campus representative when your tickets are ready, **USUALLY 5-14 DAYS PRIOR TO DEPARTURE**. GCT requires a valid email address at the time of booking and is not responsible for undelivered or misdirected mail or e-mail. Please be advised that gradcity.com, breakawaybeach.com, breakawaytours.com or mtlbreak.com may need to be added to your approved SPAM filter.

VII. PROOF OF CITIZENSHIP/ INFORMATION REQUIRED FOR TRAVEL

GCT STRONGLY ENCOURAGES ALL PERSONS TO OBTAIN A PASSPORT BOOK WELL IN ADVANCE OF YOUR TRIP FOR TRAVEL, REGARDLESS OF TRANSPORTATION TYPE (AIR, LAND, SEA). U.S. and Canadian citizens must carry proper identification/proof of citizenship for travel. Non-U.S. or Canadian citizens should consult their consulate for I.D. or visa requirements. **IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN PROPER IDENTIFICATION/PROOF OF CITIZENSHIP REQUIRED BY THE DESTINATION TO WHICH YOU ARE TRAVELING**. At the time of printing, airlines require all passengers to provide birth date, country of citizenship, form/expiration date of I.D. that will be used for travel, and emergency contact information. **THIS INFORMATION MUST BE PROVIDED TO GCT WITH INITIAL RESERVATION OR BY ACCESSING YOUR ACCOUNT ON OUR WEBSITE**. In all cases, this information must be provided to us no later than 45 days prior to departure or you are subject to cancellation without refund. Citizenship documentation requirements and airline-required information vary by destination/carrier and are subject to change without notice; GCT assumes no responsibility for such changes or notifying tour participants of such changes. GCT assumes no responsibility for the accuracy/timeliness of the information provided by these resources. **PASSENGERS WHO ARE DENIED BOARDING OR ENTRY FOR IMPROPER DOCUMENTATION/ FAILURE TO PROVIDE REQUIRED INFORMATION RECEIVE NO REFUND. EXPIRED FORMS OF DOCUMENTATION ARE NOT VALID UNDER ANY CIRCUMSTANCES.**

VIII. RISKS AND WARNINGS

For information regarding possible dangers at international destinations, contact the Travel Advisory Section of the US State Department, https://travel.state.gov. For medical information, contact the Centers for Disease Control, www.cdc.gov/travel. In no case will a refund be issued due to fear of travel from actual, threatened, or perceived dangers or conditions. In the event a U.S. or Canadian government agency issues a full ban on travel to your destination, GCT reserves the right to offer an alternative vacation package or issue a travel credit in lieu of a refund.

IX. TERRORISM & VIOLENCE

There will be no refunds due to fear of travel from actual, threatened, or perceived violence or terrorist events.

X. TRAVEL PROTECTION PLAN ("the Plan")

US Clients Only: Our Travel Protection Plan is an optional plan that is automatically included in your total package price. Should you choose to remove the Plan from your package, written notification must be received in our office prior to the package being paid in full. If you would like to activate your coverage prior to final payment, you must make an unscheduled specific premium payment above your required payment plan, and email customercare@gradcity.com that you have done so within 24 hours of making premium payment. If Cancel for Any Reason insurance (CFAR) is available, it may be added by paying your CFAR premium no more than 14 days after making your initial deposits, terms/conditions/reimbursement limits apply, please see our website, or the provided links for details.

I understand that if a claim under the Travel Protection Insurance Plan is denied, I will receive no refund and no travel arrangements.

Canadian Clients Only: Travel Insurance may be included in your trip if stated. Additional insurance may be available for purchase, with restrictions as stated. The cost of insurance is non-refundable if you cancel your trip. Insurance is only in effect from the date it is paid and added to your trip. Unless otherwise stated, for flight trips, the maximum amount of coverage for trip cancellation and/or interruption purposes is $2500 CAD. Insurance does not cover international students, the Plan coverage is for citizens of the country of departure. I understand it is the passenger and/or parents'/guardians' responsibility to review the terms and conditions of the travel insurance policy purchased. The travel insurance provider is the sole determiner for coverage and is an independent company which the Company does not control or manage and the Company is not responsible for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to me, resulting from the acts, omissions or negligence of the insurance provider.

XI. ACCOMMODATIONS/HOTEL SECURITY

A. ACCOMMODATIONS
HOTEL/RESORT SELECTION:
The hotel accommodation selected is your preferred selection however it may be substituted or modified for a hotel within the same category, or from a higher category, at any time. Reasons for a modification in hotel accommodation may include, but are not limited to: construction, change in hotel policy, change in service standards or overbooking.

ROOMS:
Hotel rooms are based on run-of-the-house room availability unless upgraded at customer's request and confirmed by GCT.

BEDDING:
Bedding will be provided for all passengers; however specific bedding configurations cannot be guaranteed. Cots may be available at an extra cost but cannot be guaranteed.

For example, a quad occupancy room may have 2-double beds or a king bed with a cot and/or air mattress or any other configuration that is deemed acceptable by the hotel.

SAFETY DEPOSIT BOX:
Certain hotels have a per diem charge for the use of safety deposit boxes.

ROOM CHARGES:
We do not hold responsibility for charges incurred by passengers in the hotel such as, but not limited to: mini-bar, room service, phone calls, safety deposit boxes or damage to the room or premises.

B. SECURITY DEPOSIT/INCIDENTAL CHARGES:
At the hotel's or GCT's discretion, they reserve the right to require a refundable security deposit. This deposit, minus any housekeeping charges or hotel-imposed fees, will be returned upon check-out if there are no charges to your room. Individual hotels reserve the right to change their security deposit policy at any time without notice.

GCT may also require a security damage deposit or the purchase of room damage protection. In some cases, the option of a $20-$60 per person protection fee is available, the fee is non-refundable. The protection fee will cover accidental damage to the room. Hotel cleaning charges and/or smoking charges are not covered nor is any damage that is a result of a violation of the code of conduct. Accidental is defined as occurring without intent to damage, and is determined by GCT and/or hotel staff. Damage which is the result of intentional damage is not covered and will be the responsibility of the

occupants. In the event that it is not clear if the damage was either accidental or intentional, the damage shall be deemed to be accidental. The maximum damage covered is $500 per room and damage above this amount, even if accidental, will be the responsibility of the occupants of the room.

In all cases, passengers are responsible for any damages and all incidental charges to their room and/or resort property. GCT is not liable and cannot control the decision of the hotel management to remove a passenger from the hotel.

XII. CUSTOMER SERVICE/ASSISTANCE

GCT has representatives in most destinations. If you require assistance during your vacation, please contact our on-location representatives, who will make every attempt to assist you. If there are no representatives in your destination, please call 1-877-472-3248 or the contact numbers provided in your travel documents for assistance. Long distance phone calls will not be reimbursed or provided under any circumstances. If a problem was not resolved, please write to our customer service department at: 260 Fordham Road, Suite A-120, Wilmington, MA 01887, within 30 days of your return. Failure to correspond with our customer service department within 30 days of your return date will release GCT from all claims and liability.

XIII. CUSTOMER COMMUNICATIONS

By using our services and booking trips through our platform, you agree to opt-in to receive SMS and email communications from GradCity Travel LLC for the purpose of receiving important trip-related information, including but not limited to transactional information and promotional materials about our services.

Transactional Information: You will receive SMS and email communications containing important transactional information such as booking confirmations, itinerary updates, payment receipts, and travel-related notifications. These messages are essential for the proper execution of your booked services, and you cannot opt-out of receiving them if you wish to use our services.

Promotional Materials: You may also receive SMS and email communications containing promotional materials, special offers, and updates about our services, including contests, giveaways, discounts, and travel-related products. You can choose to opt-out of receiving promotional materials at any time by following the unsubscribe instructions provided in the messages.

Please note that even if you opt-out of promotional communications, you will continue to receive transactional information necessary for your booked services. Standard SMS and data charges may apply, depending on your mobile service provider.

Your privacy is important to us, and we will handle your personal information in accordance with our Privacy Policy.

XIV. UNUSED VACATION PACKAGES/ SERVICES/LEAVING THE VACATION

After final payment, customers will not be eligible for refunds or vendor credits for any unused accommodations, flights, or other features of the Vacation Package if they deviate from the original ticketed Vacation Package. This includes cancellations, late arrivals, early departures, purchasing alternative airfare, and any other deviations, regardless of the reason.

XV. BAGGAGE LOST/DELAYED/ ALLOWANCES/FEES

Luggage allowances and charges vary by air carrier; please see your air carrier's website or call their toll-free number for their current baggage allowance and fee schedule. All baggage fees must be paid by the Customer. For international flights, air carrier liability for lost baggage is limited, please review the air carrier's policy. GCT shall not be responsible for loss of baggage or delay of baggage. **AIR CARRIERS HAVE NO RESPONSIBILITY TO CUSTOMERS WHO FAIL TO SUBMIT A LOST BAGGAGE CLAIM FORM TO THEIR AIR CARRIER WITHIN 24 HOURS OF ARRIVAL.**

XVI. SECURITY AGREEMENT

Your payments, if you are traveling on a charter flight arranged by us, may be protected in part by surety bonds that we have obtained from **PLATTE RIVER INSURANCE COMPANY, 1600 ASPEN COMMONS, MIDDLETON, WI 53562**. Unless you file a claim with us, or with the securer, within 60 days of the completion of your Trip, the securer will be released from all liability to you under this bond.

XVII. FORCE MAJEURE

Notwithstanding any other provisions in this Agreement, GCT will not be held responsible for, and no refunds will be given for, delays or cancellation of all or part of the Trip by GCT due to causes or circumstances beyond GCT's responsibility or control, including but not limited to act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; faults or errors in navigation or management of this or of any other vessel; seizure of the vessel under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond GCT's responsibility or control (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event also includes (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any government shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by GCT to operate the Trip or fulfill GCT's obligations under this Agreement.

XVIII. REMOVAL OF CUSTOMER FROM TRIP

GCT reserves the right to remove a Customer from a Trip if that person violates any law, whether domestic or foreign, is disruptive to others, or constitutes a danger to themself or others. In addition, Customer acknowledges that the hotel may remove a Customer from the hotel for similar reasons. In the event the Customer is so removed, or their participation terminated, the return trip with GradCity Travel LLC will be canceled, and any/all expenses from being removed which include but are not limited to hotel accommodations and a return flight are the responsibility of the Customer. The Customer will not receive any refund for the remaining portion of the trip.

XIX. FIRST AID RESPONDERS

First Aid Responders (also referred to as "Medic", "EMT" or "Paramedic") are not provided on all tours. First Aid Responders are there to assist with minor cuts or abrasions. Any major trauma or severe accident will be handled by local emergency personnel. First Aid Responders cannot give medical advice or anticipate complications from an injury (whether the injury is minor or major). By accepting these terms and conditions, you hereby release, waive, discharge, hold harmless and agree to indemnify GCT, and its owner, officers, directors, and employees from all claims, actions or losses which may arise or occur because of the first aid provided by the First Aid Responders.

XX. GCT [OPERATOR] "OPTION" VACATION PLAN

A. DEPARTURE DATES

GCT will try to accommodate specific departure day requests; however, the following will apply:
For Spring Break Vacation Packages PRIOR TO May 1st, GCT reserves the right to schedule your departure on any day leading up to or within your registered week of travel.

For Summer Domestic Vacation Packages (after May 1st):
GCT reserves the right to schedule your trip 1-14 days after your represented graduation date. For most domestic tours, the arrival day will typically be scheduled on a Saturday, Sunday, or Monday.

For Summer International Vacation Packages BETWEEN May 1st - June 1st:
GCT reserves the right to schedule your departure date 1-14 days following your represented graduation date.

For groups booked for Summer International Vacation Packages with a represented graduation date after June 1st:
GCT reserves the right to schedule your departure date 1-14 days following your represented graduation date. Unless your graduation date is prior to June 10th, in which case GCT reserves the right to plan your departure date any time on or prior to July 1st.

If you are not in school or attend a different school than your reservation organizer, your travel date is assigned under this clause by the represented graduation date of your reservations organizer.

For international Vacation Packages that include GCT airfare, GCT assigns exact travel dates based on factors such as group size, departure city, destination, airline availability, and more. Exact travel dates will be assigned and confirmed 1-2 months after Final Payment.

B. CO-TERMINALS

The following are considered "co-terminal" airports which means your Vacation Package may depart from and/or return to any co-terminal at the option of GCT.
New York area: EWR - Newark Liberty International Airport, JFK - John F. Kennedy International Airport, LGA - LaGuardia Airport
Baltimore/Washington area: BWI - Baltimore-Washington International Airport, DCA - Reagan National Airport, IAD - Dulles International Airport
Miami/Fort Lauderdale area: MIA - Miami International Airport, FLL - Fort Lauderdale-Hollywood International Airport, PBI - Palm Beach International Airport
Orlando/Tampa area: MCO - Orlando International Airport, TPA - Tampa International Airport, PIE - St. Pete-Clearwater International Airport
Chicago area: ORD - O'Hare International Airport, MDW - Chicago Midway International Airport

XXI. TRANSPORTATION

FLIGHT/BUS/CRUISE SCHEDULES:
GCT will provide as much information as possible regarding transportation schedules at the time of reservation; however, this information is considered tentative and subject to change without notice per the operator's option plan. Transportation schedules are not guaranteed and may affect actual length of time in vacation destinations. Schedule changes can occur without notice even after tickets have been issued; therefore, the Customer is responsible for re-confirming both outbound and return transportation. In the event that GCT plans an itinerary for you that includes an overnight layover in a different city, GCT may, at its option, provide pre-paid hotel accommodations for you; this clause applies only to itineraries scheduled and ticketed by GCT and does not apply to flights that are delayed, missed connections, and/or schedule changes by the air carrier). In the event that a flight is canceled, regardless of reason, GCT may, at its option, provide ground transportation to the nearest available airport for you. Due to the inherent variables involved in travel such as weather, traffic, etc., any arrival times provided by GCT should be considered approximate and GCT assumes no responsibility for their accuracy or actual length of time of travel.

TRANSPORTATION DELAYS:
Transportation delays are unfortunate, but they are a risk in all travel and beyond the control and responsibility of GCT. Per D.O.T. regulations regarding delays of public charter flights, airlines are no longer required by law to provide compensation for delays (i.e. rooms, meals or refunds), unless the delay is more than 48 hours. Missed nights accommodations, missed time in vacation destination, missed connections to/from charter flights, missed wages, missed package features, and additional expenses (including long distance telephone calls) incurred due to flight delays are beyond GCT control and responsibility. GCT customer service policy provides that any Customer who experiences a delay of more than 12 hours will receive anywhere from $25 - $100 (depending on length of delay) per person credit good towards future travel on any GCT Vacation Package. This credit is non-transferable and is valid for one year from date of issue. This compensation schedule does not apply to weather-related, air traffic-related, or security-related delays. Please call our office for complete terms of this compensation policy.

AIRLINES:
Public charter service may be provided by any of the following: GlobalX, Delta Airlines, North American Airlines, American Airlines, Xtra Airways, JetBlue, Sun Country, Miami Air, United Airlines, Bahamas Air, Frontier Airlines, USAirways, AirTran Airways, Southwest Airlines, AeroMexico, Air Jamaica. Public charters are operated by GCT, Apple Vacations, Funjet, Vacation Express, STS. Scheduled air service is provided by United Airlines, AirTran Airways, US Airways, Sun Country, Frontier Airlines, Delta Airlines, JetBlue, Southwest Airlines, Spirit Airlines, Air Jamaica, Bahamas Air, American Airlines, AeroMexico, Mexicana, or other FAA approved airline. GCT reserves the right to substitute different airlines/aircraft types and does not guarantee jet service, single plane or non-stop service.

BASIC ECONOMY CLASS OF SERVICE:
Unless otherwise noted all flights are booked in basic economy class of service. Restrictions of basic economy include but are not limited to fees for checked bags, carry-on bags, seat assignments, and boarding priority. All fees must be paid by passengers at airport check-in. Please see your airline's website for complete details and restrictions.

XXII. ALCOHOL/ILLEGAL DRUGS

The legal drinking age in Mexico and most countries in the Caribbean is 18. In Canada the legal drinking age varies by province, in Quebec it is 18. In the United States, the legal drinking age is 21. GCT does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication or the use of illegal drugs. GCT has contractual relationships in all destinations with subcontractors who sell or provide optional activity packages to our Customers. Some of these packages may make alcoholic beverages available. If you choose to drink, we urge you to do so responsibly and ask that you remember that the excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury, and/or death. You should also know that the underage use of alcohol or ANY use of illegal drugs can result in imprisonment.

XXIII. BALCONIES AND RAILINGS

WARNING! Balconies and glass doors and panes around your accommodation are areas where serious accidents can occur. Height standards for balcony railings in other countries can be considerably lower than those in the United States and very few hotels are legally obliged to install toughened or safety glass in their windows and doors. Please exercise extreme care when standing close to balcony railings, as **DEATHS AND INJURIES** have resulted from falls.
YOUR PARTICIPATION IN THIS VACATION PACKAGE IS AN ACKNOWLEDGEMENT BY YOU THAT YOU WILL ACT AS A MATURE ADULT AND WILL BE RESPONSIBLE FOR YOUR OWN DECISIONS. BY SIGNING THIS AGREEMENT AND THE "RELEASE AND WAIVER OF LIABILITY" ATTACHED TO THIS AGREEMENT AS "Exhibit A", YOU ARE ACKNOWLEDGING YOUR PERSONAL RESPONSIBILITY FOR YOUR BEHAVIOR AND YOU ARE RELEASING GCT AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY LIABILITY RESULTING FROM ANY INJURY SUFFERED BY YOU AND YOU ARE INDEMNIFYING GCT FROM ANY LIABILITY RESULTING FROM ANY ACTION TAKEN BY YOU.

XXIV. PHOTO/VIDEO RELEASE

I hereby grant GCT, and their parent, subsidiary and affiliated entities, and each of their successors, licensees, and/or employees, permission to use and edit my image, likeness or appearance in a photograph, video, or other media, in any or all of its publications, including website, without payment or any other consideration. I understand and agree that these materials will become the property of GCT and will not be returned. I hereby irrevocably authorize GCT to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing GCT packages or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge GCT from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

XXV. ARBITRATION

I agree that any dispute concerning, relating, or referring to this contract, the brochure, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration in the Commonwealth of Massachusetts, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive Massachusetts law.

XXVI. WAIVER OF JURY TRIAL

IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

TO THE EXTENT PERMISSIBLE BY LOCAL LAW OR REGULATION, YOU AND/OR PARENT/GUARDIAN AGREE THAT THE RESOLUTION OF ANY DISPUTE SHALL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS AND THAT NO SUCH PROCEEDING MAY BE CONSOLIDATED WITH ANY OTHER LEGAL PROCEEDINGS INVOLVING GCT OR ANY OTHER PERSON. YOU FURTHER AGREE THAT YOU, AND ANYONE ASSERTING A CLAIM FOR YOU, WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, REPRESENTATIVE, CONSOLIDATED OR PRIVATE ATTORNEY GENERAL PROCEEDING AGAINST GCT.

XXVII. EXCLUSIVE GOVERNING LAW AND EXCLUSIVE JURISDICTION

IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE NORTHERN DISTRICT OF THE COMMONWEALTH OF MASSACHUSETTS, COUNTY OF ESSEX, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF THE COMMONWEALTH OF MASSACHUSETTS, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

XXVIII. SEVERABILITY

The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

XXIX. WAIVER

Any failure by either Party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such Party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

XXX. EXCLUSIVITY

Except as otherwise expressly provided to the contrary, the rights herein granted and this Agreement are for the benefit of the Parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing or other sales activities of GCT and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

XXXI. HEADINGS
All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

XXXII. RESPONSIBILITY
I hereby agree to accept and be legally bound by this Customer Agreement, the attached "Exhibit A", and all of the terms and conditions contained herein with no exceptions. I understand that GradCity Travel LLC does not own or operate any entity which provides goods or services for my Trip including, for example, air carriers, hotels, ground operators, boat or bus companies, restaurants, clubs, sightseeing establishments, etc. and that GCT is not liable for personal injury or property damage caused by any bus or air carrier, hotel, or other suppliers of services in connection with the Trip.

XXXIII. PARENTAL/LEGAL GUARDIAN NOTIFICATION
GCT retains the right, in its sole discretion, to contact participants' parents and/or guardians with regard to health issues or any other matter whatsoever which relates to the participant or participant's program. These rights transcend any and all privacy regulations or laws that may apply.

IMPORTANT NOTICE
OUR WEBSITE ALLOWS YOU, YOUR GROUP LEADER/TRAVEL AGENT, AND/OR YOUR SALES REPRESENTATIVE TO RECEIVE IMPORTANT UPDATES AND NOTICES REGARDING YOUR TRIP. ALL COMMUNICATIONS WILL BE EMAILED, NOTHING WILL BE MAILED.

GCT is not responsible for printed errors or forged signatures. Customer acknowledges that any Vacation Package arranged by GCT is **NOT A SCHOOL OR DISTRICT SPONSORED EVENT**. All Customers and, if under 18 years-old, their parent or legal guardian are required to read and hereby agree to the terms and conditions of your trip set forth above and herein by signing and returning one copy of this Customer Agreement to our offices prior to travel OR agree electronically by clicking "I Agree" below.

ACKNOWLEDGEMENT: BY CLICKING "I AGREE", INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS DOCUMENT AND I ACKNOWLEDGE THAT IT AFFECTS MY LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS. BY CLICKING "I AGREE", ALSO SIGNIFIES MY INTENTION TO RELIEVE AND INDEMNIFY GCT, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHICH I MIGHT SUFFER DURING MY PARTICIPATION IN THE SCHEDULED VACATION PACKAGE. FURTHERMORE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND HEREBY AGREE TO THE TERMS AND CONDITIONS OF YOUR TRIP SET FORTH ABOVE AND HEREIN. IF I AM AGREEING ON BEHALF OF SOMEONE ELSE, I AM REPRESENTING THAT I AM THEIR DULY APPOINTED AGENT, AND ACCEPT RESPONSIBILITY FOR AGREEING ON THEIR BEHALF.

"Exhibit A"
ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY

I. RESPONSIBILITY:
I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER GCT NOR ITS OWNERS, EMPLOYEES, OFFICERS OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTOR COACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT GCT NEITHER OWNS NOR OPERATES SUCH THIRD-PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD GCT RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, GCT IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACTS OR CRIMINAL ACTS OF OTHERS, INCLUDING BUT NOT LIMITED TO OTHER TRIP PARTICIPANTS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, THREAT OF TERRORISM, TERRORISM, WAR, CIVIL DISTURBANCE, FIRE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, PANDEMICS, ADHERENCE TO ANY TRAVEL RESTRICTION, WARNING OR ADVISORY, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF GCT, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT AS "EXHIBIT A".

II. ACKNOWLEDGEMENT OF RISK:
I understand and acknowledge that my travel in connection with and participation in the travel or Vacation Package ("Vacation Package" or "Trip") arranged at my request by GCT may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death which can result from my, or other people's, irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers, or agents of GCT or the negligence or participation of other participants, contractors and/or subcontractors to GCT. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the risks, dangers, and hazards are a potential in connection with recreational activities which may take place during my Trip.

III. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:
In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package despite the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors, or subcontractors of GCT.

IV. RELEASE OF LIABILITY:
In consideration of the services and arrangements provided by GCT, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify GCT, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith. **I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS OF GCT OR ANY CLAIM DISCUSSED OR REFERENCED IN THE TERMS AND CONDITIONS SET FORTH ABOVE OR HEREIN.**
V. EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES: Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive, or exemplary damages against GCT, its owners, officers, directors, agents, contractors, subcontractors, and employees, for any reason whatsoever.

VI. MEDICAL AUTHORIZATION:
I hereby authorize any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

VII. MEDICAL EXPENSES:
I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.

VIII. SEVERABILITY:
I agree that if any term set forth in this "Exhibit A" is found to be unenforceable, all other terms set forth in this "Exhibit A" are severable from the terms that are invalidated.

IX. CONFLICT:
In the event of any inconsistency or conflict between the terms of this "Exhibit A" and any terms or conditions otherwise applicable to the Trip, the terms of this "Exhibit A" shall prevail.

ACKNOWLEDGEMENT:

☐ **By checking the "I Agree" box or otherwise electronically indicating my consent, I acknowledge that I have read, understood, and agreed to be bound by the terms of this document and the Customer Agreement for this trip.**

If I am a minor (under the age of 18 at the time of agreement), I further acknowledge that I am doing so with the knowledge, consent, and authorization of my parent or legal guardian, and that my parent/legal guardian has reviewed and agreed to these terms on my behalf.

If I am completing this agreement on behalf of another individual, I represent and warrant that I am duly authorized to act as their agent and accept responsibility for agreeing on their behalf.