

EVERY STUDENT, CHAPERONE, AND DIRECTOR TRAVELING MUST COMPLETE  
FORM AND RETURN WITH THE SECOND PAYMENT

# PARTICIPANT TRAVEL FORM

TO BE COMPLETED BY PARENT/GUARDIAN

School/Group: \_\_\_\_\_ Name of Teacher \_\_\_\_\_

Program/Destination: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Please check one: Director \_\_\_\_\_ Chaperone \_\_\_\_\_ Student \_\_\_\_\_

Your Name: \_\_\_\_\_

Last

First

Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_

Last

First

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ Emergency Phone (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_ Declining Travel Insurance\* \_\_\_\_\_ Purchasing Travel Insurance\*

**Trip sponsor has information regarding travel insurance. Please initial whether you are declining or purchasing travel insurance before returning this form. \*If left blank, insurance automatically declined.**

**Passport required for travel outside the United States. Do you have one? Please circle Yes or No**

## Withdrawal/Individual Cancellation Penalties

**First deposits are not refundable, but can be transferred without penalty (unless airline/cruise/Amtrak tickets have been written) to a new traveler. If traveler cancels 35 days or more prior to departure, all payments less the initial deposit and any charges that may be levied by airlines, cruise lines, motorcoach lines, hotels, theaters, etc. will be refunded.**

**LESS THAN 35 DAYS PRIOR TO DEPARTURE, ALL PAYMENTS ARE NON-REFUNDABLE.**

**ALL CANCELLATIONS MUST BE SUBMITTED TO KALEIDOSCOPE ADVENTURES, INC. IN WRITING BY YOUR SPONSOR / DIRECTOR.**

SIGNATURE OF APPLICANT

**X** \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN

**X** \_\_\_\_\_

DATE \_\_\_\_\_

**READ BOTH SIDES OF THIS PERMISSION TO TRAVEL FORM AND VERIFY THAT PROPER SIGNATURES ARE COMPLETED AT ALL AREAS MARKED WITH AN "X"**

**KALEIDOSCOPE ADVENTURES, INC. 7081 Grand National Drive, Suite 110  
Orlando, Florida 32819 1-800-774-7337**

**Agreement: Please read carefully before signing!**

Kaleidoscope Adventures, Inc, its owners, directors, officers, employees and affiliates, the teacher chaperones and my local school, (collectively "KAI") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, KAI is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, KAI is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of KAI.

I accept liability for any financial obligations I may incur or any damage or injury I may cause while I am participating in a KAI program.

All tour participants shall observe all rules of safety and conduct as directed by the tour escort or teacher-chaperone. The tour escorts and teacher-chaperones have absolute authority to expel any tour participant whose actions or behavior are considered detrimental to the group's welfare or constitute a danger to the participant or others. No refunds shall be made as a result of such expulsion.

If I become ill or injured during the program, KAI will try to seek medical treatment for me at my or my parent's expense and/or arranging transportation for me at my or my parent's expense back to my home. If my tour escort or teacher-chaperone has incurred medical expenses on my behalf, I will reimburse him or her. KAI shall not be held responsible for any medical illnesses or injuries incurred by me nor for any action or inaction taken by KAI to assist me in obtaining medical treatment.

Any film or video likeness taken of me while participating in a KAI program and any comments or statements made by me while participating in a KAI program may be used in future promotional or other materials published by KAI without payment of any consideration therefor.

I agree that KAI reserves the right to cancel a program for insufficient participation or for other reasons. In the event of such cancellation, I understand that my sole and exclusive remedy shall be to choose an alternative tour offered by KAI or receive a full refund of monies paid to my school or KAI for the trip. I will not, however, be reimbursed for trip preparation or other expenses.

If I wish to cancel my reservation in a KAI program, I must do so in writing. Withdrawal fees outlined on the application will apply. I have no right to a refund for any accommodations, meals or services I do not use.

KAI has the right to substitute hotels, airlines or other suppliers of services, equipment, attractions, changes to itinerary, timing of events, the departure and arrival times, and cities/destinations visited. I agree to accept any such changes. No refunds will be made in the event of any changes in the itinerary occurring prior to or after departure.

Up to the time of final payment for trips involving air transportation, KAI reserves the right to increase the price of any program by the amount of any increase in its cost including (without limitation) increases in aviation fuel prices, air carrier tariffs, motor coach company tariffs, rates of currency exchange, energy surcharges, overseas costs, and applicable government taxes and fees. In trips not involving air transportation, KAI reserves the right to pass on these increases at any time up to the beginning of the trip. I agree to pay such increases in price and understand that I shall not be entitled to cancel my reservation and receive a refund as a result hereof.

I authorize KAI to select a qualified replacement for my teacher-chaperone if he or she is unable or unwilling to accompany the group.

I represent and warrant that I do not have any medical or other problems which would affect my program participation.

If I am a non-U.S. citizen, I understand that I am responsible for obtaining all appropriate passport and/or visas.

**BINDING 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 Orlando, Florida, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Florida law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

**SIGNATURE OF APPLICANT:**

X \_\_\_\_\_ **DATE:** \_\_\_\_\_

(IF APPLICANT IS UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST AGREE TO TERMS AND CONDITIONS ON APPLICANT'S BEHALF, AND SIGN )

**SIGNATURE OF PARENT OR GUARDIAN:**

X \_\_\_\_\_ **DATE:** \_\_\_\_\_