

USA Athletes International, Inc

TERMS & CONDITIONS – Individual, Supporter, Team and Group Tours

Set out below is an explanation of the conditions that apply when you book a tour with USA Athletes International (USAAI) and its suppliers. It is important that you read these conditions as they not only define our obligations to you but also impose some important commitments upon you. We look forward to being your tour provider under the following Terms and Conditions:

Terms and Conditions of the Team Travel Agreement (hereinafter "Agreement") between **USA Athletes International, Inc** (hereinafter "USAAI") and **Individual, Supporter, Team or Group** (hereinafter "Participant(s)") to participate in USAAI's travel abroad program.

Waiver of Liability In consideration of participation in USAAI's travel abroad program, Participant(s) hereby releases USAAI, its officers, employees, volunteers, officials and agents from any and all claims, liability, loss of services and causes of action of any kind for personal injury and property damage arising in any way out of said participation in USAAI's programs. Participant(s) acknowledges that this release also covers any claims, liability, loss of services and causes of action of any kind alleged to have been caused by USAAI's own negligence, and the negligence of USAAI's officers, employees, volunteers, officials and agents. Further, Participant(s) agrees to abide by and comply with all USAAI rules and regulations.

Modification No modification, amendment, addition to, or waiver of the provisions of this Agreement shall be valid or enforceable unless made in writing and signed by an authorized agent of USAAI.

Jurisdiction and Venue The jurisdiction of any proceeding between the parties arising out of or with respect to this Agreement shall be in a court of competent jurisdiction in the State of Kansas.

Governing Law This Agreement shall be governed by the laws of the State of Kansas.

Tour Contract When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your group the terms of these booking conditions. When a tour is booked by you a contract exists on issue of our invoice. This contract is made on the terms of these booking conditions and is governed by United States Law. Any dispute will be dealt with by US Courts.

On receipt of our invoice, it is your responsibility to check that the information and booking details stated on our invoice are correct.

General Tour Information

- All prices quoted are in United States Dollars (USD) unless otherwise stated.
- USAAI will make all best endeavors to secure billeting if required and fixtures with host schools/clubs. We act as a point of contact between touring and host schools and will not be held responsible for non-provision, cancellation or standard of billeting arrangements
- Training sessions with players/coaches/teams are subject to the participants(s)/coaches/teams commitments, schedules, restrictions and availability
- Prices are based on current exchange rates at the time of quoting and will need to be re-checked upon confirmation. These are subject to change until a tour is paid in full due to travel services, such as taxes and levies, currency fluctuations and other charges beyond our control
- In order to ensure all arrangements are appropriate, any physical, mental or emotional disability that may require special attention, handling or treatment, must be notified in writing with your reservation request.

- Any changes in airfare due to scheduling, price increases or other actions imposed by the airline will be subject to change with the current status of the airlines. Additional charges may be applied until airline fares are paid in full.

Registration Make sure you have read the terms and conditions before submitting your registration. As you will be signing the agreement. Each individual is required to register online and agree to the terms and conditions.

Payment Schedule When you make your booking you must pay the deposit amount as indicated on the final proposal to confirm your reservation. The balance of the price of your travel arrangements must be paid as per the below conditions. If the deposit and/or balances are not paid as per the following schedule, we reserve the right to cancel your travel arrangements.

- A **non-refundable deposit** of \$500 is required to confirm participation in the tour.
- ** \$250 installment due September 30th
- ** \$250 installment due October 31st
- ** \$250 installment due November 30th
- ** \$250 installment due December 31st
- ** \$250 installment due January 31st
- ** \$250 installment due February 28th
- ** \$250 installment due March 31st
- ** Remaining trip balance due May 1st
- In respect of international clients preferred payment is by international bank transfers.
- In respect of national (domestic) clients preferred payment is online or by bank transfers.
- USAAI accepts on-line payment by check for 50 cents
- Credit card charges will incur a processing/booking fee of about 3% for processing.
Payments can be made online at: [Make a Payment - USA Athletes International](#).
- PayPal or Venmo are options as well.
- If you would like to mail in a check you can send your payment to:
USAAI 12819 S Navaho Dr. Olathe, KS 66062.

Fuel Surcharges Airlines may impose a fuel surcharge before ticketing. USAAI is not able to predict these costs. If your group incurs a fuel surcharge for the airline ticket, everyone ticketed with the group will be charged the amount of the fuel surcharge. This amount can be anywhere from \$00 - \$450 from our experience. You will be notified of this charge prior to your final payment due date.

Airfare The airfare is quoted upon request. The cost of the fares will not be guaranteed until deposits are received or tickets have been purchased. Passengers will be subject to the restrictions of current airline policies. Any additional charges implemented by the airlines will be added to the cost of your tour. ie. Fuel Surcharges or name changes for the passengers. When airfares have been purchased with ground arrangements, the airline's conditions, cancellation policy and fees will apply. Airfare terms and conditions will be advised at time of booking and it may be that additional deposit amounts may be required to hold air seats.

Final Balances Final balances for all passengers are due 60 days prior to departure. Failure to pay promptly renders your place on the tour liable to cancellation with the loss of monies paid as stated under "cancellation".

Cancellation Policy Cancellation fees will be kept to a minimum. However, in the event of you having to cancel part, or all, of your arrangements within the following, the below cancellation conditions apply:

- The initial deposit is non-refundable at time of acceptance unless otherwise stated

- 180 – 121 Days prior to departure, an additional \$500 per person will be non-refundable
- 120 - 61 Day prior to departure, 75% of the total trip cost will be non-refundable
- 60 – Days prior to departure, there will be no refunds
- Once travel has commenced, no refunds will be given. This includes any unused portion of the tour.

Cancellations All cancellations must be in writing and post marked prior to cancellation policy and sent to the following address: USAAI 12819 S Navaho Dr. Olathe, KS 66062 or emailed to info@USAAI.org. (This policy is subject to change depending on Airline cancellation policy.)

Airline tickets are non-refundable, non-transferable and cannot be assigned. This is the current policy of most major airlines. Once tickets are issued, these guidelines will supersede all communications except those dictated by the airline. USAAI will pursue any and all options with the airline to amend their change and cancellation policies to the benefit of our traveling clients.

Act of War or Terrorism In the event that your tour is disrupted due to acts of war or terrorism, USAAI will only be able to refund those portions of the tour that are refunded to us from our suppliers. We highly recommend purchasing insurance for your tour that covers acts war of terrorism. USAAI will do everything we can to divert or change the tour if needed due to unrest in destinations of your itinerary. In the event that changes do occur, each passenger will be responsible for any additional fees charged for the changes.

If We Change or Cancel Your Tour It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and USAAI reserves the right to do so at any time. Most of these changes will be minor, and we will advise you or your travel agent of them at the earliest possible date. Routings and itineraries can be affected by adverse weather, road closures or other reasons and may be varied accordingly. We shall endeavor to advise you of these changes as soon as we are aware of them, however these and any other factors beyond our control, no liability will be accepted by USAAI for any additional expenses incurred.

USAAI suggests comprehensive travel insurance. USAAI can arrange Travel Insurance on your behalf but in the case of Sports teams, coverage is not possible whilst games, training or practices are being played.

USAAI reserves the right to:

- Substitute any hotel/lodge/motel accommodation should circumstances necessitate at its discretion. Should any substitution occur then the accommodation provided will be of a similar standard.
- Cancel your tour arrangements in any circumstances: for example, if the minimum number of clients required for the tour is not reached.
- Cancel a tour either in whole or for an individual passenger in the event that circumstances beyond the control of USAAI necessitate alternative arrangements to ensure the safety of other tour participants or their reasonable participation in and enjoyment of their tour. In such an event USAAI reserves the right to decline to make any refund of any tour cost.

Distribution of Information Airline ticket information and a comprehensive itinerary will be distributed to you two weeks prior to departure. Please note, that we will not have hotel or game information available until approximately two weeks prior to your departure. Once we have all the final details, they will be forwarded to you in an email. In addition, all telephone numbers and addresses of accommodations will be provided within an itinerary at that time. USAAI will not be responsible for providing any tour information or services to travelers who are not booked with the group.

For your Group Leader

Lists A final travel roster is due at USAAI 4 months prior to departure for airline ticketing. Once tickets have been issued, they are non-refundable, non-cancelable and a new ticket must be issued and paid in full at the rate indicated at the time of new issue.

Any changes in ticketing will be charged \$350 or the current cost imposed by airlines. Please note that airline tickets will be electronic and only your passport is needed for check-in.

Rooming lists are due at USAAI **3 months prior to departure**. On most tours Quads, Triples, Doubles and Single rooms will be available. If you are staying in Hostel accommodations, there may be rooms of up to 12 per room or more. The rooming situations can be determined based on your final travel numbers and customized to your preference in most cases. Most rooms will have twin beds for each person in the room. If you require a double bed for couples please notify us in your rooming list. All bed situations are subject to availability of the hotel.

Passports A passport is required to depart the USA for International destinations. You can get passport applications and file them at any US Post office. We recommend processing your passport immediately! It may take up to 2 months to process. You will need:

- An original birth certificate.
- 2 forms of ID
- A check for amount of passport (Approximately \$135)
- A passport picture (no substitutes)

Visas Some countries require a visa for travel. If you are traveling to a country that requires a visa you will be responsible for obtaining the visa.

Friends and Family Members Joining the Tour Friends and Family members are certainly encouraged to tour with the group. If family members wish to meet the group on tour, USAAI can quote a land portion fee. However, under no conditions will we allow family members an option to join the group as travelers without payment for the land portion expense. USAAI is under no obligation to provide information regarding tour routing, accommodations, and game information to anyone other than those on tour with the team. We are under no obligation to provide services or transportation to anyone who deviates from the itinerary as supplied to the team. Any individual(s) joining the land portion of the tour must do so in conjunction with the USAAI package for your team and costing on a day-to-day basis.

Additional Supporters As the tour develops more supporters will want to travel with the team. We can accommodate these requests up until the point of ticketing, but can't guarantee the price after we run out of reserved seats. All payments must be made current at time of inclusion on the tour. Additional costs may apply for hotel arrangements and additional transportation to meet the group.

Lost Tickets and Passports USAAI issues e-tickets for airline seats. We will always have a record of your flight schedule and ticketing information. We also suggest that 1 photo copy of the individual passport be forwarded to us at time of last payment. We recommend each passenger to carry a photo copy of the Identification page of their passport with them throughout the tour.

Disclaimer USAAI reserve the right to amend any itinerary due to conditions beyond our control. Every effort is made not to delete a specified inclusion but to fulfill the conditions and terms of sale for the best interest of all parties. Conditions such as changes in weather, ticket availability, airline, train, or rental car type and availability, etc., can add selected changes to events and activities planned in advance of departure.

Insurance Individual Travelers insurance is not included with your package. USAAI highly recommends the purchase of travel insurance. We recommend [Allianz Travel Insurance](#)

Waiver Statement I recognize, that because of the potential hazardous nature of this activity that an injury might be sustained. In the event of such an injury to myself, if I or my family members cannot be contacted, I give my permission to the attending physician to render such treatment as would be normal and agree to pay the usual charges for such treatment. I now release USA Athletes International, Inc, its employees, volunteers, agents, and assigns from responsibility for any personal injuries to property caused by or having any relation to this activity. I understand that this release applies to any present or future injuries and that it binds my heirs, executors and administrators. I understand that participants may be videotaped or photographed during this activity. I have read this release and understand all of its terms. I sign voluntarily and with full knowledge of its significance.

Exchange Rate It is not possible for USAAI to predict the rate of exchange for each international trip. Therefore, we reserve the right to add a charge if necessary, depending on the current rate of exchange. If needed, a final adjustment to your pricing will be added before your final payment is due. The exchange rate at which we booked your tour will be stated on your final proposal.

Deposits and Payments All tour costs are correct as of the date of quotation. USAAI reserves the right to adjust those as necessary. If any other currency is required then prices stated in such currency are subject to currency fluctuation until full payment has been made in clear funds to USAAI.

The items included in each tour fare are clearly stated on the itinerary, written quotation or website. All other expenses including but not by way of limitation; refreshments, drinks, laundry, visa/passport fees, departure taxes, telephone and communication costs, taxi fares, excess baggage charges and all other matters of a personal nature are not included and must be paid for separately by you when required.

Changes and Amendments to Your Tour Once a contract exists between us, you may wish to change your travel arrangements. For example, your chosen dates of travel, accommodation etc. and we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of \$25.00 per booking change and any further costs we may incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible.

Any changes or amendments to the group numbers or the travel itinerary should be notified immediately in writing. Last minute changes may result in non-availability, higher costs and/or cancellation fees.

Occasionally there may be unforeseen changes in transportation, accommodation or event schedules, which are beyond our control. USAAI will endeavor to keep changes to a minimum. However, we reserve the right to make changes when necessary

Billeted Accommodations USAAI will make all best endeavors to secure billeting and fixtures with host schools/clubs and act as a point of contact between touring and host schools and will not be held responsible for non-provision, cancellation or standard of billeting arrangements. The tour leader must have a fund large enough to cover the cost of emergency accommodation should confirmed billeting by a host school/club be withdrawn or be unsuitable. USAAI will assist as much as possible in finding emergency accommodation should this situation arise. Any billeting will be confirmed in advance and approved by the tour organizer. It is the responsibility of the tour organizer always to make contact with the host school/club prior to departure.

Tour Organizer The tour organizer is to be the sole point of contact with USAAI.

The tour organizer should:

- Ensure all members of the group have a passport valid for six months and appropriate visa requirements.
- Ensure all members of the group are advised of any health precautions. Please call the Embassy of the Country you are visiting for information.
- Take all reasonable and necessary steps to ensure the success of the tour.
- Provide a names list for airline ticketing with correct spelling four months prior to departure. Names must be spelled as they appear on the passport.
- Ensure all names are correct as per individual passports. Any tickets that need to be re-issued as a result of misspelling or name changes will be charged \$300 or current airline prices for name changes.
- Provide USAAI with correct and detailed information about the touring teams' capabilities.
- Provide correct passenger and rooming lists, including any special requirements, at least three months prior to departure.
- Register any complaints immediately with USAAI
- The tour leader must have a contingency fund large enough to cover the cost of emergency accommodation should billeting not be provided or withdrawn by the host school or be deemed to be unsuitable.

Luggage Limits

- Please check with your airline for baggage limits and weights. There may be additional charges for extra baggage.
- In addition, to ensure the comfort of all passengers, one piece of hand luggage such as tissues, cameras, makeup, handbag etc. is allowed and will be carried inside the coach in luggage racks.
- Extra luggage is only carried if space is available.
- Please advise USAAI at the time of booking if you expect you will need extra capacity for luggage.
- Please contact your airline supplier for restrictions on luggage before you depart.

Liability USAAI will not be liable for any:

- Loss or damage to luggage or personal effects.
- Personal injury or death of a passenger arising whilst travelling with USAAI or any of its nominated suppliers.
- Damage, personal injury or death arising as a result of any of activities included in tour or optional activities. Some of these involve an element of risk assumed by each participant.

Our Commitment to You USAAI's goal is to exceed your expectations with top quality service for you and your group. We look forward to providing you with an opportunity of a lifetime.

Covid19 Policy (Updated February 10, 2021)

- Due to the uncertainty of the Covid19 Pandemic, USAAI is offering a full refund for all payments towards 2021 tours up until 150 days prior to departure. At that time, USAAI will reconfirm with all passengers if they wish to continue moving forward with limited risk and penalties.
- We will be following all local guidelines on tour to keep our groups safe.
- All passengers must understand that there will be things out of the control of USAAI. Some services and sightseeing attractions may be limited or closed due to the pandemic. We will do our best to navigate through these countries without putting people at unnecessary risk.
- Passengers must also be aware that if they do get sick on tour they may be forced into quarantine or removed from the tour group to protect the health of other passengers on tour.

- We advise all passengers to consider looking into specific insurance to cover any additional expenses you may incur if you are quarantined from the group.
- USAAI will not be responsible for any Covid19 expenses during your tour.