



**SMART STUDENT**  
TRAVEL

1050 Crown Pointe Pkwy, Ste 500, Atlanta, GA 30338 • Phone: 1-800-219-0903 • Fax: 571-418-0588

[www.smartstudenttravel.com](http://www.smartstudenttravel.com)

## **Smart Student Travel Terms, Conditions, and Covid Waiver**

Smart Student Travel, LLC is a professional tour operator utilizing its staff and representatives to arrange specialized students tours. Tour prices are based on the best available group rates. Unless a student registers and pays the price for double occupancy, all student tour prices are based on four occupants per room. Prices are guaranteed by Smart Student Travel for groups of thirty or more participants with the exception that fare increases from airlines, motor coaches, and/or travel via rail due to circumstances beyond the carrier's control (fuel surcharges, incremental taxes, etc.). Smart Student Travel makes reasonable efforts to accommodate adult occupancy requests.

**Itinerary:** An itinerary will be provided to each registrant two- four weeks prior to the trip departure date. However, itineraries are subject to changes if requests are made by school leaders or sightseeing venues.

**General:** Smart Student Travel reserves the right to make additions and deletions as believed advisable or necessary for the well-being of the group in their sole discretion. Smart Student Travel reserves the right to refuse any registrant or potential registrant at its sole discretion. Smart Student Travel accepts no responsibility for lost or stolen items.

**Photography:** Smart Student Travel may use photos or videos taken by Smart Student Travel or its affiliates without any notification or compensation to the participant.

**Persons with disabilities:** Participants with disabilities are welcomed on the tour but must be accompanied by a companion capable of providing all assistance required. Passengers with disabilities must notify Smart Student Travel in writing by the Registration Deadline of their status and of the identity of their paid travel companion who will be responsible for providing any necessary assistance.

**Non-Responsibility:** Smart Student Travel and its representatives use third-party suppliers to arrange tours, transportation, sightseeing, hotel, and all other services related to this tour. Smart Student Travel is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Smart Student Travel does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurant, or any other entity that supplies services related to your tour. All suppliers are independent contractors, and are not agents or employees or representatives of Smart Student Travel. Smart Student Travel assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others. Smart Student Travel shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither Smart Student Travel, nor its representatives, are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Smart Student Travel to the maximum extent allowed under applicable law participants waive any and all claims against Smart Student Travel.

**Agreement to Arbitrate:** You agree that any claim or dispute whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation bodily injury, illness to or death of a passenger, alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with this contract or your tour against Smart Student Travel, with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration to be administered by the American Arbitration Association (“AAA”) using one mutually selected



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arbitrator according to the then existing rules of the AAA. The arbitration shall be held in Atlanta, Georgia to the exclusion of any other forum, and you consent to jurisdiction and waive any objections to arbitration proceeding in Atlanta, Georgia. You agree that the costs of the arbitration shall be split between the parties 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 and the arbitration agreement, including but not limited to any claim that all or any part of this contract is void or voidable. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in Atlanta, Georgia. In the event the arbitration provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then, the provisions of subsection (c) below governing forum shall exclusively apply to any lawsuit involving claims described in this subsection. Neither party will have the right to a jury trial or to engage in pre-arbitration discovery except as provided in the applicable arbitration rules and herein, or otherwise to litigate the claim in any court. The arbitrator's decision will be final and binding. Other rights that you are we would have in court also may not be available in arbitration. You and we further agree to permit the taking of a deposition under oath of the client asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.

**Conduct:** Each student participant is expected to act responsibly and adhere to reasonable behavior guidelines established by the participating Tour Director and chaperones. Any failure to respond to the guidance of the Tour Director and chaperones and to the group's behavior guidelines will result in the immediate return home of the offending participant. Any participant sent home will be sent at the sole expense of the parent/guardian. Additionally, the parent/guardian shall hereby defend, indemnify, and hold harmless Smart Student Travel against any and all third-party claims arising out of any conduct or omission in breach of these terms and conditions or that otherwise create liability for Smart Student Travel.

Students and staff are expected to adhere to the following:

1. Participants may not possess or consume alcoholic beverages.
2. Participants may not possess or use drugs.
3. Participants may not possess or use weapons such as firearms, fireworks, knives.
4. Participants will be attentive, respectful, responsive, and courteous to all fellow program participants and tour guides.
5. Participants will respect the rights and feelings of others at all times.
6. Participants will participate fully in all program activities and will not separate from the group without permission.
7. During any free time (if applicable) participants will remain in their chaperone groups, or with at least one other buddy at all
8. Participants will handle public and private property respectfully at all times.
9. Participants under the age of 18 will, following room check, remain in their assigned accommodations until the time of the next morning's first check.
10. Participants under the age of 18 will not leave their accommodations for any reason unless accompanied by a chaperone.
11. Participants will always travel/sightsee in groups of two or No participant may travel/sightsee by him/herself.
12. Participants will, when sightseeing without the direct supervision of a chaperone return to the designated gathering point on or before the time indicated by the Tour Manager/Program Leader.
13. Participants will immediately report to the Program Leader any activities/statements made by other participants that may endanger the health/safety of the group.
14. Participants who violate local, state, or federal laws will be immediately turned over to the appropriate legal authorities.
15. Participants will abide by any and all verbal and/or written instructions issued by the Tour Manager/Program Leader, staff, and chaperones.



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**Covid-19 Waiver:** I acknowledge and agree to this COVID WAIVER. As the worldwide COVID-19 corona-virus pandemic remains ongoing at this time, I acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or canceled by the supplier that is providing them, a government entity or other third party over which SMART STUDENT TRAVEL has no control. I further acknowledge that the supplier's own cancellation, re-booking and refund policies, subject to any applicable law that is now or may later be in effect, will govern my rights and remedies, including my right to receive a refund, in such an event. Moreover, I understand that should I elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. I hereby agree to hold SMART STUDENT TRAVEL harmless and release the agency from any and all liability for any damages, including but not limited to monetary losses, I may incur as a result of such interruption or cancellation of these travel plans. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while traveling. Such exposure or infection may result in personal injury, illness, permanent disability, and possible death. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with SMART STUDENT TRAVEL. As travel opens around the world, all destinations, airports, air carriers, hotels, restaurants, transfer companies, car rental companies, shops and excursions have established COVID-19 safety measures and precautions which may change from day to day. These safety measures may include, but are not limited to: curfews, attraction closings and reduced hours, size of group gatherings, social distancing requirements, health screenings, self-quarantine requirements and COVID test results. By signing this agreement, I accept ultimate responsibility for myself and my traveling party to have all the necessary provisions for travel (such as COVID test results, pre-travel questionnaires, etc.) Moreover, I understand that I should assume responsibility for the necessary documents (such as COVID test results, pre-travel questionnaires, etc.) considering COVID-19, in order to travel to my specific destination.