



366 Waller Ave, Lexington, KY 40504

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AGREEMENT

The following is an agreement entered into between (Participant) and Martin School Travel.

1. **Participants.** School understands that a Participant cannot join the trip until Martin School Travel has received a Waiver signed by Participant's legal guardian(s) and collected the necessary fee.
2. **Cancellation Policy.**
 - a. Cancellations must be made in writing to Martin School Travel. For purposes of this Agreement, "writing" shall be limited to e-mail, facsimile, and letter. The effective date of cancellation will be the date in which Martin Participant Travel receives the Notice of Cancellation.
 - b. Martin School Travel reserves the right to cancel the trip and terminate the agreement for conditions out of its control which include, but are not limited to, an act of God, war, civil unrest, terrorism, civil conflict, etc. In such event, Martin School Travel will reimburse all fees / expenses that it has received less any fees / payments it has paid to vendors that it cannot be reimbursed.
3. **Refund Policy.** If Participant submits a written cancellation notice as required under Section 5, the refund schedule is as follows:
 - a. No refunds once the trip begins.
 - b. 1-60 days: Martin School Travel will reimburse all fees / expenses that it has received less any fees / payments it has paid to vendors that it cannot be reimbursed, less non refundable deposit.
 - c. 60+ days: Full refund less deposit less non refundable deposit.
4. **Injuries / Death.** Martin School Travel cannot be held responsible for any personal injury, loss of earnings, medical expenses *etc.* from any event caused by hotels, buses, vendors, *etc.* or any sub-contracted service providers. Martin School Travel is not responsible for personal injuries, death, or any other claim presented by Participant except to the extent / percentage attributable to the negligence or wrongful action of Martin School Travel. Additionally, to the extent permitted by law, Participant agrees to indemnify and hold harmless Martin School Travel, its employees, agents, and members from and against all demands, claims, damages to property and / or person, losses and liability (including reasonable attorney fees) except to the extent / percentage attributable to the negligence or wrongful action of Martin Participant Travel.



5. **Illness, Delay, Loss.** Participant agrees that Martin School Travel is not responsible for the actions of third parties, including but not limited to, hotels, vendors, restaurants, *etc.* and to the extent permitted by law, agrees to indemnify and hold harmless Martin School Travel from any such claims absent its' negligence. Further, Martin School Travel cannot be held responsible for any lost or stolen property and Participant agrees that Martin School Travel is not responsible for locating Participant's lost property.
6. **Behavior.** Participant understands that its representatives, agents, *etc.* are required to supervise its students and ensure that the students and Participant abides by all applicable laws of the jurisdiction where they are located. Additionally, Participant understands that Martin School Travel may suspend the trip of any participant or school representative without refund and require that the person be sent home at his / her expense should Martin School Travel believe such action is necessary.
7. **Photo Release.** Participant and or Participants legal guardian grants Martin School Travel, its representatives and employees the right to take photographs of me, and my property in connection with the above identified subject. I authorize Martin School Travel, employees and representatives to copyright, use and publish the same in print and/or electronically. I agree that Martin School Travel may use such photographs of me with or without my name and for any lawful purpose, including for examples such as purposes as publicity, illustration, advertising and Web content.
8. **Waiver.** A parties' waiver of a duty owed under this Agreement shall not be construed as a waiver of any other duty owed that party. If a party breaches one provision of this Agreement the remaining provisions shall remain in full force and effect.
9. **Governing Law & Venue.** The Agreement shall be interpreted and governed by the law of the Commonwealth of Kentucky and Fayette County, Lexington, Kentucky shall be the legal venue of any dispute.
10. **Modification.** Any modification to this Agreement must be in writing and executed by all parties.
11. **Authority.** Each party warrants and represents that it has the full right, power, and authority to enter into and perform this Agreement.