

Please read these Trip Terms and Conditions carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. By accessing or using this Website, booking any reservations or services on this Website, or contacting us by telephone, you agree that the Trip Terms and Conditions then in force shall apply. If you do not agree to the Trip Terms and Conditions, please do not use or book any reservations or services through this Website or our call center agents.

As a condition of your use of this Website, you warrant that:

1. you are at least 18 years of age;
2. you possess the legal authority to create a binding legal obligation;
3. you will use this Website in accordance with these Trip Terms and Conditions;
4. you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
5. you will inform such other persons about the Trip Terms and Conditions that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; and
6. all information supplied by you on this Website is true, accurate, current and complete.

I, as parent, guardian or the person with legal authority to create a binding legal obligation on behalf of the above-named student, acknowledge, understand and agree that Unique Travels and Tours, Inc., its employees, officers, directors and shareholders ("Unique") does not own, control, supervise or operate any person or entity which is to or does provide goods or services for your student's trip. As a result, Unique is not liable, and assumes no responsibility, for the acts, errors, omissions, representations, warranties, breaches or negligence of any such supplier for any personal injuries, death, property damage, inconvenience, or other damages or expenses resulting there from or from the activities of any third party. Without limitation, I acknowledge, understand and agree that Unique is not responsible for any injury, loss, additional expense, 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, force majeure, acts of government, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or

other defective conditions in lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive timely or safely, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, epidemics or the threat thereof, disease, quarantine, lack of, access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, weather, or for any other cause beyond the direct control of Unique.

Furthermore, I, as parent, guardian or the person with legal authority to create a binding legal obligation agree to INDEMNIFY AND HOLD HARMLESS Unique from all suits, actions, losses, damages, claims, expenses, costs, fines, assessments, penalties, attorney's fees or liability of whatever kind or character, arising out of, occasioned by, or in any way related to the actions or failure to act of my child(ren) or ward(s).

Unique reserves the right to withdraw the tour, or any part thereof, and to make alterations in the program or its itinerary as it deems necessary or desirable. In case of increased costs such as for fuel or energy surcharges, Unique will increase prices accordingly.

All airline taxes, fees and charges (or any related penalties and interest) imposed on any portion of a passengers travel are the responsibility of the parent, guardian or person with legal authority to create a binding legal obligation, regardless of the date of purchase or travel, or any retroactive imposition of such taxes, fees, charges, penalties, and interest. All excess, oversized and/or overweight baggage and equipment fees apply and may not necessarily travel with the group.

CODE OF CONDUCT

I have read, understand and support the Rules of Conduct with which my child(ren) or ward(s) must comply. I represent that my child or ward has read the Rules of Conduct and has agreed to comply with each of them. I understand and agree that should my child or ward violate any of these rules, he/she may be sent home at the sole discretion of the Group Leader. I also understand and agree that in such cases, the parent or guardian will be contacted and the child or ward will be sent home at the parent or guardian's expense.

BINDING ARBITRATION

I agree that any dispute concerning, relating or referring to this Agreement, the brochure, or any other literature concerning the tour, or the tour itself shall be resolved exclusively by binding arbitration, rather than in court. This includes any Claims you assert against us, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Trip Terms and Conditions, regardless of whether prior versions required arbitration.

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 Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms of Use as a court would.

Such arbitration shall occur in Bowie County, Texas according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive Texas law.

MEDICAL RELEASE

I, as parent or guardian of the above-named minor, give my consent for my student to attend all events being organized by Unique. In the event that he or she is injured and requires the attention of a doctor or medical professional, I consent to any medical treatment as deemed necessary by a licensed physician or medical professional. In the event treatment is required, I agree to hold Unique harmless from any claims, demands, or suits for damages arising therefrom. I acknowledge that I will be ultimately responsible for the cost of any medical care should the cost of that medical care not be reimbursed by any health insurance provider. I also acknowledge and understand that Unique does not assume any financial responsibility for any costs of medical care. Further, I affirm that the health information (medical

information form) provided is accurate and that the health insurance information provided is accurate at this date and will, to the best of my knowledge, still be in force for the student named above. I also agree to bring my/our child or ward home at my own expense should he or she become ill or if deemed necessary by the Group Leader (for whatever reason.)

I acknowledge, understand and agree that Unique cannot be responsible for accommodating any food allergies, requirements or restrictions and is not responsible for any problems associated therewith. All issues with respect to food and drink, including allergies, requirements and restrictions, are the sole responsibility of the participant.

In the event of any emergencies during the trip, I hereby grant authority to be exercised in the discretion of the Group Leader or Chaperones to attempt to arrange medical care (at my expense) and in their discretion to dispense over-the-counter medication.

ADA

I acknowledge, understand and agree that any disability requiring special attention will be reported to Unique at the time of registration by sending an email to info@uniquetravels.com. Unique will make reasonable attempts to accommodate special needs, but we are not responsible for any denial of services by carriers, hotels, restaurants, and other independent suppliers. Travelers requiring extraordinary assistance must be accompanied by a companion who is capable of and totally responsible for providing the necessary assistance.

AUDIO AND VISUAL RECORDS

Unique reserves the right to make audio and visual records of any of its tours. You acknowledge, understand and agree that Unique may use any such records for promotional and/or commercial purposes, as well as approve of such use by Third Parties whom Unique may engage, without remuneration to you or participant.

CANCELLATION

In the event of cancellation, all payments are non-refundable. The Student Deluxe Protection plan with Cancel For Any Reason has been purchased on behalf of all participants (travelers).. If you need to cancel FOR ANY REASON, you acknowledge, agree and understand that your SOLE remedy is to file a claim with the insurance company that is providing the trip insurance within the time frame established by them. Furthermore, you agree to notify Unique in writing (e-mail is fine) of the cancellation and the reason for cancellation as soon as possible. You also agree that YOU WILL NOT REVERSE/CHARGEBACK/STOP PAYMENT on any payments made to Unique. For your convenience, a Description of Coverage for the trip insurance is located on the website and a copy will also be emailed to you.

PAYMENTS

By submitting this form as the Responsible Party, you agree that you are familiar with the general terms and conditions of this tour, agree to them, and have received a copy of the brochure. Furthermore, you specifically agree that you have read, understand and are familiar with the cancellation fees. Payments must be made in accordance with the payment schedule. All payments must be paid online through this site. There will be a \$50.00 service charge for all returned checks.

No modifications to these terms and conditions will be binding upon Unique unless acknowledged in writing and signed by an officer of Unique.

THE AGREEMENT TO THESE TERMS AND CONDITIONS OF ONE PARENT OR GUARDIAN CONSTITUTES CONSENT OF THE OTHER.

I HAVE READ THE TERMS AND CONDITIONS. I ACKNOWLEDGE, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS. I REPRESENT THAT I AM A RESPONSIBLE PARTY, PARENT OR GUARDIAN, OF THE ABOVE-NAMED STUDENT.