

**STUDENT RELEASE FORM – To be signed by parent of Student traveling with the Group**

**Please print the following information:**

**GROUP NAME:** \_\_\_\_\_

**STUDENT'S NAME:** \_\_\_\_\_

**PARENT/GUARDIAN'S NAME:** \_\_\_\_\_

**IMPORTANT! READ CAREFULLY**

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 the carriers, hotels and other suppliers providing travel or other services on or during the travel, program or trip are independent contractors and not agents or employees of Unique Travels and Tours, Inc., its employees, officers, directors and shareholders (“Unique”) and that Unique is not liable, and assumes no responsibility, for the acts, errors, omissions, representations, warranties, breaches or negligence of any such carriers, hotels and other suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. Without limitation, I acknowledge, understand and agree that Unique has no liability and will make no refund in the event of 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, force majeure, 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 or depart timely, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat thereof, disease, lack of, access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, 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) and expressly waive any and all claims against Unique.

I acknowledge, understand and agree that 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 and that in case of increased costs such as for fuel or energy surcharges, Unique will increase prices accordingly.

I acknowledge, understand and agree that 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 and that 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, support and agree with 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 acknowledge, 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 acknowledge, 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**

Any and all Claims will be resolved 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.

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 him/her to attend all events being organized by Unique. In the event that he/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 free and 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.)

Additionally, 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.

Furthermore, 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 dispense over-the-counter medication.

The parties agree that reproductions, facsimiles and copies of the original signatures shall be binding as the executed original as a proper form of acceptance of these terms and conditions.

**IT IS UNDERSTOOD THAT THE AGREEMENT TO THESE TERMS AND CONDITIONS OF ONE PARENT OR GUARDIAN IMPLIES THE 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.**

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Date