

TOUR AGREEMENT— 2010 CHRISTMAS TRADITIONS IN FRANCE

Our Tour Conditions and Agreement defines what David McGuffin's Exploring Europe, Inc. will provide when you sign up for a tour. Additionally, it addresses your responsibilities. Please read this entire document very carefully; it is very important.

This tour price is \$1989 per person + airfare.

INCLUDED IN THE PRICE OF THIS TOUR

- Accommodations each night in clean and safe European-style hotels with private bath.
- All breakfasts and five (5) dinners.
- All group transportation from your hotel in Paris to the departure airport in Zurich.
- All tips and gratuities to guides, drivers, and hotel staff.
- Full time services of a travel-savvy Exploring Europe guide and local experts dedicated to bringing to life the art, history, and culture of Europe.
- Emergency medical insurance, trip delay insurance, baggage loss or damage insurance, and limited tour cancellation insurance.
- Credit card payments accepted.
- David McGuffin's Exploring Europe Tour Handbook covering the major sights and destinations visited on this tour itinerary.

NOT INCLUDED IN THE PRICE

- Airfare is not included.
- Passport and Visa fees.
- Airline baggage fees. (subject to change).
- Airline imposed fuel surcharges (subject to change).
- Beverages offered at group meals.
- Local transportation to unscheduled activities.
- Transportation to/from optional excursions in big cities..

PAYMENT SCHEDULE AND PROCESS

To reserve a seat on this tour, you must agree to these Tour Conditions, complete a Tour Application, and mail it to us with a check, money order, or credit card information for \$300 per person (payable to David McGuffin's Exploring EUROPE, Inc.). Once your deposit is received, you will be sent a confirmation receipt and tour details.

Final payment is due by **December 1, 2011** and may be paid in the form of a check, money order or credit card. Missing the final payment deadline may result in your being dropped from the tour. If you sign up for a tour within 90 days of its departure, full payment will be due immediately; and the deposit portion (\$300) will be non-refundable.

CANCELLATIONS AND REFUNDS

Deposits and tour payments are 100% refundable up until October 15, 2010. If we receive your deposit after October 15, 2010, it will be 100% refundable for two weeks from the time the deposit reaches our office.

After October 15, 2010 (or after the two week refund period, whichever is later), your deposit will not be refunded for any reason. All cancellations must be in writing. Cancellations will be effective on the date the written notification is received by David McGuffin's Exploring EUROPE, Inc. by mail, e-mail, or fax.

Tour itineraries are subject to change. Europe is full of surprises, and we need to be flexible in order to take advantage of whatever comes along so that we may provide you with the best possible tour. Uncompleted portions of the tour itinerary are not cause for refund.

Although unlikely, your tour may be cancelled due to unforeseen circumstances. If a tour you have paid for is canceled by David McGuffin's Exploring Europe, Inc., the entire amount you have paid will be refunded to you within fourteen days after the tour's cancellation. Once this occurs, David McGuffin's Exploring EUROPE, Inc. has no other obligations to tour members on cancelled trips.

TOUR CANCELLATION/INTERRUPTION PROTECTION COVERAGE

David McGuffin's Exploring Europe, Inc. has no protection coverage beyond the basic package included in the tour price to protect itself, the actions of its employees, or tour participants themselves. All tour members are required to complete, sign and return, prior to the start of the tour, a Medical Information, Release, and Waiver Agreement. This information is used by the tour guide to help provide medical assistance if necessary on the tour. It is important and required.

Comprehensive EMERGENCY MEDICAL, BAGGAGE and TRIP DELAY INSURANCE is included in the price of this tour (a \$100 value). **Tour Cancellation insurance** is not included, but can be purchased at an additional cost. **We encourage everyone to purchase comprehensive tour cancellation insurance** to cover possible financial loss in case of sickness or death before the tour begins.

OUR TOURS ARE FOR ACTIVE PEOPLE

To enjoy your tour, you must be in decent shape. Walking to see the sights is an important activity each and every day of the tour. Often, you will walk up to three miles per day on our tours. For adults, this is a non-smoking tour. Under age smoking is never allowed.

YOU ARE OUR GUEST, BUT...

We really want our travel partners to have a great time. In fact, we've made a big deal about wanting to show you around Europe. However, it can sometimes happen that a tour member can spoil the group experience or place in jeopardy the group's safety by his/her misconduct or actions. You agree that in those circumstances we have the exclusive right, at any time, to ask the offending person or persons (even if it is you), to leave the tour, at their own expense, without any claims or complaints by you against us.

DISABILITIES

Any pre-existing physical, mental, or emotional disability that may require attention or treatment must be reported in writing prior to the beginning of a tour. Each tour member must complete and return our Medical Information, Release, and Waiver Agreement, which is included in your confirmation packet. This information is used by the Tour Director to help provide medical assistance if necessary on the tour. Failure to return a complete and accurate Medical Information, Release, and Waiver Agreement will invalidate our Tour Cancellation/Interruption Protection Coverage and could result in your being asked to leave the tour at your own expense.

PARTICIPANT RELEASE and AGREEMENT

I, THE UNDERSIGNED (OR MY PARENT OR GUARDIAN IF I AM A MINOR), AN APPLICANT FOR AN EDUCATIONAL TOUR PROVIDED BY *DAVID MCGUFFIN'S EXPLORING EUROPE, INC.* (HEREINAFTER REFERRED TO AS *EXPLORING EUROPE*), AGREE TO THE FOLLOWING:

1. My *Exploring Europe* tour begins with the take-off of the flight from my departure gateway and ends upon completion of the return flight to the United States.
2. I agree to release *Exploring Europe* (which term shall include agents, officers, directors, staff members, Tour Directors, and employees of *Exploring Europe*, as well as *Exploring Europe* itself) and my school and teacher/Group Leader from, and agree not to sue such persons for, any claims that I may have arising from, or in connection with, any physical or property damage or other loss that I may suffer from any cause whatsoever other than the gross negligence of such persons. Without limiting the generality of the foregoing, I release such persons from, and agree not to sue such persons for, any damages that I may suffer from any injury, loss, damage, accident, delay, or expense resulting from events beyond their control, including, without limitation, acts of God, weather, war, strikes, incidents of politically motivated violence, terrorist attacks, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence, arising from any vehicle, or from any act or omission by bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or any other firm, agency, company, or individual.
3. I understand that the air carriers' liability for loss or damage to baggage or property, or for death or injury to person, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility to any traveler aside from their liability as common carriers.
4. I will assume full responsibility for my safety and actions while away from the group, such as visits to friends or relatives, or during stay-ahead/stay-behind optional periods if the optional period does not include the services of an *Exploring Europe* Tour Director.
5. If I become ill or incapacitated, *Exploring Europe* and its employees, or my Group Leader, may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.
6. I agree to abide by *Exploring Europe's* regulations and the directions of my Group Leader or *Exploring Europe's* personnel during my tour. Failure to do so may result in *Exploring Europe* terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Tour Fee and that *Exploring Europe* may then send me home at my own expense.
7. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol (and if I am a minor, when such laws are not in conflict with parental/guardian permission). I understand that to abuse or disobey such laws is to waive the right to a refund of any part of my Tour Fee and that *Exploring Europe* may then send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.

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8. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses, ferries, trains, or cruise ships. I will indemnify *Exploring Europe* and hold it harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an *Exploring Europe* tour.

9. *Exploring Europe* reserves the right to refuse or cancel any enrollment at its sole discretion.

10. *Exploring Europe* has the right to make changes in tour itineraries and departure dates and to modify transportation arrangements, including the use of substitute airlines. In the event of changes being made, refunds will be given only in accordance with the provisions of the *Exploring Europe* Terms and Conditions" supplied herewith.

11. I understand that it is my responsibility to secure the necessary travel documents, including passport and visas, unless specifically arranged for the group by *Exploring Europe*. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in the *Exploring Europe* Terms and Conditions.

12. If this is a student oriented tour, I acknowledge my choice to travel with the teacher/Group Leader organizing my group, and I understand that this choice is not the responsibility of *Exploring Europe*. I understand that *Exploring Europe* reserves the right to reassign my group to a replacement teacher/Group Leader should my original Group Leader be unable to, or determine not to, participate in the tour and that the standard cancellation policy will apply if I choose not to travel with the new Group Leader.

13. I understand that future *Exploring Europe* advertising and publicity material may include statements made by participants or their video clips or photographs, and I consent to such use of my comments or photographic likenesses.

14. This agreement shall be governed in all respects by the laws of the State of Florida. Any claim or dispute arising hereunder shall be filed in a court with competent jurisdiction in Clay County, Florida. If a claim or dispute arising under this agreement is made against *Exploring Europe*, then *Exploring Europe* shall be entitled to reasonable attorney fees (including, but not limited to, pre-suit, post-suit, collection, and appellate fees) plus all cost from the undersigned.

15. In the event this agreement is signed by a parent/guardian of a minor, it shall bind the parent/guardian and minor to the terms of the agreement.

16. This agreement shall inure to the successors and heirs to the parties to this agreement. This agreement shall not be assigned without the written consent of *Exploring Europe*.

17. This agreement constitutes the entire agreement between *Exploring Europe* and me with reference to the subject matter referred to herein, and I understand that no warranty or representation not herein, including but not limited to any oral statements made to me by agents of *Exploring Europe* or if applicable, by my school or Group Leader, applies to any *Exploring Europe* tour. This agreement may be amended or modified only in writing, signed by an *Exploring Europe* officer at *Exploring Europe's* main office in Middleburg, Florida.

(continued next column)

18. I hereby agree to be bound by the Tour Terms and Conditions and Participant Release and Agreement attached hereto and incorporated herein by reference.

Dated and signed the _____ day of _____, 200 _____.

Signature

Print Name

Signature of minor (if applicable)

Print name of minor

David McGuffin's Exploring Europe, Inc
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#ST35037
(FC 2011) Pub. Ed. 1.0 0710

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Middleburg, FL 32068

OPTIONAL TOUR CANCELLATION INSURANCE —

Tour cancellation insurance provides 100% financial reimbursement for catastrophic events preventing your being able to travel before your departure date. Some common reasons are: sickness, accidental injury or death to you, your traveling companion or family member before the tour departure date.

I would like to purchase option Tour Cancellation Insurance. \$76—Ages 0-34; \$111—Ages 35-55; \$176—Ages 56-70. Call for rates if over 70 years.

NOTE: Tour interruption, medical and baggage insurance is already included, free of charge, in the cost of your tour program.

Total deposit amount to charge \$ _____
Credit card # _____ expiration date _____ Visa MC AmEx other
CCV# _____ The last 3 digits on the rear signature panel of your Visa or MC or the 4 digits above the card number on AMEX.
Name on Card: _____ Daytime Phone # _____
Billing Address (must match card) _____
City, State, Zip _____ Signature (required) _____

I'M READY! SIGN ME UP

French Christmas Traditions — December 2010

Name _____

Birthdate (mm/dd/yyyy) _____

Name as on passport _____

Street address _____

Male _____ Female _____

City _____ State _____ Zip _____

Day Phone (____) _____

Evening (____) _____

E-Mail _____

Signature _____

Parent's Signature _____
(if applicable)

I have read and agree to the Tour Conditions included with this application.

My deposit of \$300 is enclosed or I have provided credit card information below..

Credit Card Payment and Authorization

We accept MasterCard, Visa, American Express, PayPal and debit cards for tour deposits and payments. Please complete the information below if you wish to pay your tour deposit with a credit card or debit card. Once space is confirmed for the requested tour your credit card will be charged as authorized below and you will be mailed a written confirmation.