



SEACOAST SCIENCE CENTER

Azores Multi-Sport Family Eco-Adventure

April 20-28, 2019

with Thomson Family Adventures

BOOKING CONDITIONS & PAYMENT TERMS

Your name: _____ Total number of travelers _____

COST

\$3,999 adults per person, double occupancy (ages 13 and up)

\$4,999 adults, single occupancy

\$3,800 children age 12 and under (this trip is recommended for ages 8+)

Price includes: Airport transfers for all guests on scheduled arrival and departure dates; hotel accommodations for 7 nights; 7 breakfasts, 8 lunches, 7 dinners; 2 inter-island flights; all excursions and equipment as included on itinerary; travel insurance; taxes

Price does not include: International flights, transfers for dates other than scheduled arrival/departure, additional nights, alcohol or soft drinks, tips for guide & drive

DO NOT book your international flight until you have received confirmation and information regarding group travel arrangements.

TERMS OF PAYMENT

A 20% non-refundable deposit is required to initiate the booking process.

The balance is due on January 10, 2019.

Payment can be made by check payable to: Seacoast Science Center, 570 Ocean Blvd., Rye, NH 03870

Payment may also be made by credit card online: www.seacoastsciencecenter.org/azores-eco-adventure-2019

BOOKING CONDITIONS

CANCELLATIONS AND REFUNDS – Notification of cancellation must be made in writing to Seacoast Science Center. At the time we receive the cancellation, all moneys will be refunded less the following cancellation charges, deducted from the total package price.

TIME OF CANCELLATION CHARGE

121 days plus before departure	Deposit amount per person
120-91 days before departure	Deposit amount per person
90-61 days before departure	50% of package price
60 days or less before departure	100% of package price

Please note that no partial refunds will be given for unused meals, hotels rooms, airport transfers etc., for any reason whatsoever. Thomson Family Adventures reserves the right to increase the tour price in the event of cost increases due to changes in airfares, currency fluctuation, or fuel changes up to the time of final payment, except for increased government taxes, such as increased park fees, which can be passed on at any time. However, if your trip involves international air from or to the United States or interstate air within the United States and that air was purchased through Thomson Family Adventures in conjunction with your trip, then Thomson Family Adventures will not surcharge after final payment for any reason except increased governmental taxes. Thomson Family Adventures reserves the right to alter the tour without notice. Thomson Family Adventures is not responsible for expenses incurred by trip members in preparing for the trip (e.g. visa fees, equipment, etc.) or for any necessary additional travel arrangements should you embark from home before the group departure date. Accommodations are subject to change.

CANCELLED TRIPS – Thomson Family Adventures reserves the right to cancel any departure to protect your safety due to a natural disaster, act of God, act of terrorism, sickness or disease outbreak, or other causes beyond our control. In such a case a refund is given which equals the total payments received less deposit and less all non-refundable expenditures paid our adventure outfitters. For all other trips cancelled by Thomson Family Adventures each customer will be sent a full refund. In both cases Thomson Family Adventures is not responsible for additional expenses incurred by customers such as non-refundable advance purchase air tickets, visa fees, etc.

CHANGE FEE – Thomson Family Adventures reserves the right to charge a change fee of \$500 per family for each change to a confirmed reservation.

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISK – Wineland-Thomson Adventures, Inc., its employees, shareholders, officers, directors, successors, and assigns (collectively Thomson Family Adventures), does not own or operate any entity which is to, or does provide goods or services for your trip including, for example, accommodations, air or other transportation companies, food service providers, equipment suppliers (local ground handlers, some of whom may utilize the [Thomson] name in logos, signs, clothing, etc.), etc. Some such goods or services, however, may be provided by Thomson Safaris, Ltd., Nature Discovery, Ltd., Ngorongoro Safari Lodge and Tanzania Conservation Limited, Tanzanian Companies which are affiliated with Wineland-Thomson Adventures, Inc. Thomson Family Adventures is not liable for any negligent or willful act or failure to act of any such supplier of goods or services, or of any other third party.

I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to risks of physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; risks associated with food allergies and/or medical conditions including, without limitation, the failure of any supplier to adhere to my dietary, medical or allergy related protocols; government actions; civil unrest; terrorism or the threat thereof; criminal activity; dangers associated with or bites from wild or other animals, pests or insects; breakdown of faulty maintenance of equipment; high altitude; accident or illness without access to means of rapid evacuation of availability of medical supplies or services; the adequacy of medical attention if and when provided; epidemics or the threat thereof; and stolen, lost, or misplaced luggage or property. In addition, I accept all risk of and release Thomson Family Adventures from its own negligent conduct. I acknowledge that the enjoyment and excitement of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these risks contribute to such enjoyment and excitement, being a reason for my participation. I hereby agree to be responsible for selecting a trip which my party, I and our doctors believe we are physically and mentally able to undertake and to be responsible for our own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death.

I acknowledge that the cost of all Thomson Family Adventures trips is based upon trip participants executing this Release of Liability and Assumption of All Risk, and Arbitration Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s). I hereby release and discharge Thomson Family Adventures from and against any and all liability arising from my participation in the trip. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Thomson Family Adventures from any and all liabilities to the maximum extent permitted by law.

Thomson Family Adventures will attempt to adhere to your itinerary as much as possible. However, certain conditions (political, climatic, environmental, cultural, wildlife migrations, etc.) may necessitate changes in the itinerary. Thomson Family Adventures reserves the right to alter any itinerary at any time for such reasons or for safety or the convenience of participants. We will attempt to notify participants of changes as far in advance as possible. Costs incurred by such changes will be the responsibility of the participant. Both the State Department and the Centers for Disease Control publish and update country-specific information for travelers. We strongly recommend that you review them. They can be found at <https://travel.state.gov/content/passports/en/alertswarnings.html> and <https://www.nc.cdc.gov/travel/notices>. I agree that Thomson Family Adventures reserves the right to remove anyone whose physical or mental condition or behavior, in our opinion, compromises the operation of the tour or detracts from the enjoyment or safety of the passengers. In that event, Thomson Family Adventures assumes no financial responsibility for any unused portion of the tour.

I agree that Thomson Family Adventures reserves the right to take photographs or film records of any of its trips. In addition, Thomson Family Adventures may utilize photographs or film records submitted by other trip participants or by third-parties. In all cases, I agree that Thomson Family Adventures may use any such photographs or film records for its own promotional and/or commercial purposes including licensing of same to third-parties, all without any remuneration to me. I hereby assign all right, title, and interest I may have in or through any and all media in which my name or likeness may be used by Thomson Family Adventures to it. Thomson Family Adventures, from time to time, runs photography and video contests in which trip participants may submit photographs/videos to Thomson Family Adventures. Apart from any such contest, I may submit photographs/videos to Thomson Family Adventures. I represent and warrant that the photograph(s)/video I submit is my own work and does not infringe on the copyright, privacy or other rights of any individual or entity. I agree to indemnify Thomson Family Adventures for all damages resulting from any breach of this provision. All photographs/film records including video submitted to Thomson Family Adventures will become the property of Thomson Family Adventures. By submitting a photograph/film record to Thomson Family Adventures you are giving Thomson Family Adventures exclusive rights to that photograph/film record for whatever use it wishes to make thereof. No photographs will be returned.

MEDICAL PROXY – Passenger hereby gives Thomson Family Adventures, Inc. and the suppliers of goods and services for this tour permission to arrange emergency medical treatment for passenger if necessary, and passenger agrees to hold Thomson Family Adventures harmless for the provision, non-provision, or negligent provision of such services.

HEALTH RISKS – Medical services or facilities may not be readily available or accessible during all or part of the trip. No doctors or health care providers accompany the group and you agree to assume all risks associated with illness, death, injury or altitude sickness as well as the lack of appropriate and timely medical attention.

BINDING ARBITRATION – I agree that any dispute concerning, relating, or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law. 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, including but not limited to any claim that all or any part of this contract is void or voidable.

KNOWING AND VOLUNTARY EXECUTION – I have carefully read and fully understand the contents and legal ramifications of this document, including those regarding cancellation and refund policies. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this Contract is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

All adult travelers are required to sign and date below. Parents must list and sign on behalf of their minor children travelers. Please sign and return all pages. **A signed copy must be received before travel documents are sent out.**

_____	_____	_____
Signature (1 st Guest)	Print Name	Dated

_____	_____	_____
Signature (2 nd Guest)	Print Name	Dated

I, as a parent or guardian of the below named minor(s), hereby give my permission for my child(ren) or ward(s) to participate in the trip and further agree, individually and on behalf of my child(ren) or ward(s), to the terms above.

_____	_____	_____
Name of Minor	Signature of Releasor	Dated

_____	_____	_____
Name of Minor	Signature of Releasor	Dated

_____	_____	_____
Name of Minor	Signature of Releasor	Dated