



## EDUCATIONAL TOURS

# Booking Agreement & Release

### Please Read Carefully Before Signing

In consideration for, and as a condition of, Blue Dot Tours, LLC dba Blue Dot Educational Tours ("Blue Dot", "we", or "us"), permitting the Participant to take part in a Blue Dot Educational Tour ("Tour"), and the undersigned below, hereinafter the Participant ("you", "Participant", or "traveler"), or the Parent/Guardian (if the Participant is under 18 years of age), enters into a legally binding agreement and hereby agrees to the following terms and conditions of participation, including acknowledgement of risks and general release, and behavioral expectations, inclusive of Blue Dot's Code of Conduct (collectively, "Agreement").

### Contract

These terms and conditions including all brochures, documents, correspondence, schedules and the terms and conditions of our Suppliers (collectively, "Terms and Conditions") form the basis of this Agreement with you. Before making any payment, you must ensure that you have read and understand these Terms and Conditions and raise any questions you may have prior to making any payment. Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and notice clauses. By signing this agreement and asking us to confirm your spot as a Participant in our Tour and/or making a payment to us, you are accepting all of the Terms and Conditions set forth herein and acknowledging that you have read the Terms and Conditions of this legally binding agreement and agree with it.

### Changes To These Terms & Conditions

We reserve the right, in our sole discretion, to change these terms and conditions at any time and without notice. Updated versions of these Terms and Conditions will be posted to our website and are effective immediately upon posting. You must therefore be familiar with the terms in effect at the time you make any payment to us. Your continued use of our services, and payments for these services after any changes to these Terms and Conditions, constitutes your consent to any changes.

### Group Travel

Blue Dot operates educational group tours to create affordable, quality travel experiences. Unless you select to be a private group in advance and pay the corresponding supplement (if applicable), you will likely travel with other groups from around the US. By bringing multiple groups together on shared itineraries, we can distribute the costs of tour services like buses, guides, and accommodations across more travelers. This approach not only makes travel more accessible but also enriches the experience by allowing Participants to meet and learn from students outside their immediate school community.

The planning process begins when Group Leaders provide their preferred tour itinerary and dates. Blue Dot then coordinates similar requests to create optimal tour groupings. Given this coordination process, *group travel requires some flexibility with itineraries, departure dates and scheduling*. For spring tours (October through April), departure dates may shift by up to two days from the requested date. For peak season tours (May through September), dates may shift by up to four days. Final travel dates and itinerary are typically confirmed three months before departure. These scheduling adjustments are a normal part of group travel coordination and do not constitute a cancellation, material change, or grounds for refund. *Your enrollment in the program indicates acceptance of these potential schedule adjustments.*

#### Private Tour

Groups of 15 or more travelers have the option of becoming a private tour. This option must be chosen during the planning phase. Only groups that completely fill a standard bus will automatically become a private tour post-enrollment. Once you select to be a private group, you may choose to book a published itinerary or to customize your tour with different activities, meal inclusions or upgrades, hotel upgrades, or more.

### Enrollment

*These booking terms are valid for all tours operated by Blue Dot Tours, LLC departing after October 1, 2025.*

#### Enrollment Basics & Late Enrollment

All Participants must enroll by 110 days before departure to guarantee a spot on the tour, after which they are considered late enrollees. Only certified check, money order or credit card payments will be accepted after 110 days. Late enrollees must pay

in full at the time of registration and will be placed on a waitlist as we confirm availability. If additional services, most often group flights, are priced at a premium, travelers have the option of paying the additional fee, choosing alternative flights, or booking their own flights. If the traveler declines these options they will receive a full refund. Travelers must enroll before 110 days to avoid the fluctuating nature of program expenses.

Blue Dot allocates significant non-recoverable expenses well before the trip takes place. These costs cover essential pre-trip services such as processing traveler applications, planning logistics, and coordinating group travel. Additionally, they include expenses for program development, health and safety measures, and administrative support, all of which contribute to a seamless and well-organized experience for travelers.

### What is Included in Your Trip

All tours are subject to the specific inclusions and exclusions as explicitly outlined in your final tour itinerary. Subject to the foregoing, tours generally include:

- Round-trip air transportation
- Hotel accommodation with private bathrooms
- Breakfast and dinner daily (unless otherwise noted)
- Professional Blue Dot Tour Director services throughout your tour
- All scheduled ground transportation between cities and activities
- Entrance fees for all included attractions and activities
- Blue Dot On-Tour Travel Protection (maximum age: 69)
- All departure taxes, airport fees, and airline fuel surcharges
- 24/7 emergency support services

Note: Independent travel programs may have different inclusions and will be as stipulated in itinerary.

Additional **optional excursions** or activities may be offered beyond your standard itinerary. All optional excursions and activities require a minimum number of participants. If the minimum number is not met we will refund the price of the excursion. As Participants can enroll on some optional activities while on tour, refunds may not be processed until after the trip returns. Your Group Leader may include as mandatory or prohibit any optional activity or excursion.

**Rooming:** Participants 22 and younger are placed in triple or quad rooms (three or four students per room) with others of the same gender from any of the groups on the tour, which could include Participants from a different school. Rooms typically have two double beds. Participants may request twin rooms (two students, two beds) for a supplement of \$65 per hotel night per Participant. Participants under 18 years old cannot request a single room.

**Adults** (age 23 and over) are automatically placed in twin rooms and must pay a supplement of \$65 per hotel night. Single rooms may be requested for an additional \$65 per night (in addition to the twin supplement). If a cruise or ferry is part of the tour, adults pay an extra \$30 per night for that portion.

All included **meals** are as indicated in your itinerary. We inform our suppliers about dietary restrictions and food allergies passed along to us but cannot guarantee allergen-free meals. Participants are responsible for taking necessary precautions and managing their own medical needs, please understand if your allergies are severe, you are traveling at your own risk. Travelers are responsible for making their own arrangements for all in-flight meals.

The **minimum age** for a tour Participant is 6 years old. If the Participant is between 6 and 10 years old, they must be accompanied by an adult chaperone and room in hotels or cabins with that adult.

### Travel Options (Land-Only, Alternate Airport, Stay Ahead and Behind)

Land-only participation is available on most tours. Land-only Participants arrange their own flights and join the group at the first hotel. These Participants are responsible for all transportation to and from airports and are fully responsible for any flight delays or inconveniences. Land-only travelers must confirm arrival and departure timing with Blue Dot. *The land-only option must be selected during enrollment and is not available within 90 days of departure.*

Individual travelers may also request alternate travel arrangements, including stay-ahead/stay-behind or departing from a different city than the group. These requests must be made during enrollment and incur a \$145 service fee plus any additional airfare costs. Individual travelers are responsible for their own transportation and arrangements outside of the standard tour dates. We cannot guarantee that you will share any of your group's flights should you choose this option.

Entire groups may request to extend their tour by choosing a group stay-ahead/stay-behind. *This option must be selected during the initial planning phase.* For groups of ten or more Participants, Blue Dot can help arrange accommodations and activities for these extensions at additional cost. If groups choose to make their own arrangements during the stay period, they will be responsible for their own airport transfers.

Travelers under 15 years old may not choose the land-only, individual stay-behind, or alternate airport options unless accompanied by an adult. Group Leaders may also not permit these options at their discretion.

## What is Not Included

All trips are subject to the specific inclusions and exclusions as explicitly outlined in your final tour itinerary. Any items and matters not referred to in your itinerary are not included in the trip price. This can include but is not limited to items such as flights and airfare (international or domestic) not expressly indicated in your itinerary, any transportation/transfers not specified in your itinerary, fees for private or small groups, checked and/or excess baggage; passport and visa fees; trip protection and/or insurances of all kinds; any donations, gratuities and tips if not listed on your itinerary; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; optional activities/experiences; souvenirs; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the guided trip whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This partial list is illustrative and not an exhaustive list of every item not included.

## Traveler Information & Airfare

Names provided to secure reservations must match travelers' respective passports. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us within twenty-four (24) hours of any corrections.

We understand not every traveler will have a passport at the time of enrollment, and all corrections before 90 days before departure will have no charge. After 90 days before departure Participants will be subject to a *minimum* \$200 name change fee, with costs potentially reaching a new published fare airline ticket.

While we may assist with booking air reservations, your contract for airfare is with the air carrier, inclusive of domestic, international and charter flights, and subject to its terms, conditions and policies and we will not be liable for any fees or expenses, including without limitation, change fees, cancellation fees or any other additional costs you incur with the air carrier. Blue Dot is not responsible or liable for any costs incurred with any changes resulting from any flights. Blue Dot books seats on regularly scheduled commercial air carriers. Flight itineraries will be sent approximately 45 days prior to departure. Flight arrangements and routes are subject to availability and may include changes in aircraft, connections, or flight times. Given the group nature of our tours, travelers may not be seated together. In major cities with multiple airports, (i.e. New York - JFK/LaGuardia/Newark), Blue Dot may use any of the area airports for departures and returns.

Please Note: Travelers ages 14 and younger may not book flights separate from their group unless accompanied by an adult. If a flight delay necessitates an overnight stay, travelers are responsible for any additional costs. Due to the nature of group travel contracts, Blue Dot cannot accommodate requests for seat assignments, airline preferences, frequent flyer miles, or flight class upgrades.

## Payment Plans & Fees

All full-paying Participants must submit a deposit at the time of enrollment. If a Participant has already paid a deposit for a previous tour, a \$200 credit will be applied to their account after the deposit has been made.

Travelers must follow the terms of their chosen payment plan. If travelers choose a manual plan they are responsible for the payments at the applicable deadlines. Any missed or returned payment, declined credit card, or bounced check under any payment plan may incur a fee of up to \$50 and may result in the cancellation of your trip and forfeit of all monies paid, as a result of your failure to comply, in Blue Dot sole's discretion. Further, Blue Dot retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees, related to improper chargebacks and to cancel any travel reservation related to that improper chargeback.

If you have any concerns regarding, or need to make any revisions to, the payment plan schedule, you will need to contact Blue Dot immediately with any said concerns or revision requests at [cancellations@bluedottours.com](mailto:cancellations@bluedottours.com).

## Cancellation Policy

All traveler cancellations must be submitted in writing to Blue Dot by the Participant, their Parent/Guardian, or their Group Leader. Cancellations may be emailed to [cancellations@bluedottours.com](mailto:cancellations@bluedottours.com) or mailed to our office. The date of cancellation will be determined by the date on which Blue Dot receives notice. Additional coverage through optional protection plans is processed directly by the protection provider.

The cancellation terms outlined below take into consideration the costs Blue Dot incurs often years before groups ever depart. Cancellations result in the following fees based on the number of days prior to departure (in addition to non-refundable deposits/fees such as travel protections costs):

Days Before Departure We Receive Notice of Cancellation	Blue Dot's Standard Cancellation Charge (Per Person)
180 days or more	\$375
179 to 100 days	\$575
99 to 65 days	50% of total tour cost
64 to 30 days	70% of total tour cost
29 days or less	Non-refundable

PLEASE NOTE: As Blue Dot's prices are based on contract rates, there will not be any refund for any unused portion of your trip even if you cancel while the trip is in progress. In addition, if you arrive late, any costs required to reach the location where the rest of the group is at the time of your arrival will be at your own expense. If you cancel while the trip/program is in progress, there shall be no refund for any unused portion.

### Minimum Number of Participants

Our pricing assumes a minimum number of travelers. If enrollment is low, we may adjust the price, combine your group with others, or modify the itinerary. Groups may be of different ages or have different itineraries. If your Group Leader chooses not to combine and travel with fewer than the minimum, an additional cost will apply.

### Tour Conduct & Group Leader Authority

In addition to the terms below, all Participants must agree to abide by the Blue Dot Code of Conduct, available at [www.bluedottours.com/code-of-conduct](http://www.bluedottours.com/code-of-conduct). By signing below, the Participant and/or Parent/Guardian acknowledges and agrees to comply with the rules and guidelines set forth in the Code of Conduct.

Each group travels under the direction of a Group Leader (teacher, school administrator, or community representative) who coordinates with Blue Dot on behalf of the group. Group Leaders make key decisions regarding itineraries, dates, and tour options. If the original Group Leader becomes unable to participate in the program for any reason, Blue Dot reserves the right to reassign Participants to a replacement Group Leader, and such changes do not constitute grounds for cancellation without penalty.

Participants agree to abide by the Blue Dot Code of Conduct and to follow all instructions from Group Leaders, Tour Directors, Blue Dot staff, and local authorities. Group Leaders have full discretion over Participant decisions, including itinerary adjustments, discipline enforcement, and emergency measures. Parents/Guardians of minors waive the right to contest a Group Leader's decision regarding dismissal.

Any Participant who violates the Code of Conduct, local law, or Blue Dot policies, fails to follow instructions, or whose health, behavior, or actions are deemed to jeopardize the safety, well-being, or enjoyment of the group, may be dismissed from the Tour immediately and required to return home at the sole expense of the Participant and/or Parent/Guardian. In such cases, no refund will be issued. Participants and/or their Parent/Guardian are responsible for all costs associated with early departure, including transportation changes, accommodations, and supervision. Participants are also responsible for any damage they cause and agree to indemnify Blue Dot for related claims.

By enrolling, the Participant and/or Parent/Guardian acknowledges that Blue Dot and its Representatives are not liable for actions reasonably taken under these Terms and Conditions in good-faith judgment to protect the health, safety, or welfare of the group.

### Travel Protection

All Blue Dot participants aged 69 and under are automatically covered by Blue Dot On-Tour Protection, our baseline travel protection plan provided at no additional cost. This includes emergency medical coverage, trip interruption, evacuation, and more.

At enrollment, travelers aged 69 and under may upgrade to one of the following:

- **Student Plus:** Adds cancellation coverage for covered reasons, plus higher limits for medical and evacuation, baggage protection, missed connection coverage, and more.
- **Student Plus with Cancel For Any Reason (CFAR):** Includes all Student Plus benefits, with the added flexibility to cancel for any reason and receive 75% of non-refundable cancellation fees back (must be purchased at enrollment and at least 60 days before departure) (restrictions apply; see below)

For travelers aged 70 and above:

- **360 Group Choice:** Offers robust protection including cancellation (for covered reasons), emergency medical, interruption, delay, baggage, and evacuation coverage. (CFAR is not available for travelers 70+.)

Deadlines

- Student Plus and 360 Group Choice must be selected and paid by the final trip payment deadline
- CFAR must be selected at enrollment and purchased at least 60 days before departure

For full plan details and policy documents, visit:

Student Plus Plans: <https://policy.travelexinsurance.com/SPRZ-0823>

Group Choice Plan: <http://policy.travelexinsurance.com/GCZ-1023>

If you choose to travel without adequate coverage, Blue Dot and its Representatives will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.

## Health, Medical Conditions & Emergency Care

### Health & Fitness to Travel

Blue Dot Tours involve walking, stairs, carrying luggage, and navigating environments that may not have modern accessibility features. Many destinations present natural, architectural, or cultural barriers that cannot be modified. It is the sole responsibility of the Participant and Parent/Guardian to determine whether the Participant can safely participate. By enrolling, the Participant and Parent/Guardian certify that the Participant is in good physical and mental health and able to fully engage in Tour activities.

If the Participant has a disability, reduced mobility, or any pre-existing medical condition that may affect participation, it must be disclosed to Blue Dot before booking or making any payment. This allows Blue Dot to advise on the suitability of the Tour and communicate requests to Suppliers. While Blue Dot will make reasonable efforts to pass along requests, accommodations outside the United States may not comply with the Americans with Disabilities Act (ADA) and may have limited accessibility. Any additional assistance or accommodations, where available, are at the sole expense of the traveler.

Participants requiring assistance must travel with a non-discounted, paid companion who can provide all necessary care and support during the Tour. Blue Dot's Suppliers, including Tour Directors, drivers, and hotel staff, are not able to provide personal care or mobility assistance. Blue Dot may require a physician's letter confirming fitness to travel before finalizing participation. For the safety of all Participants, Blue Dot reserves the right to exclude any Participant it deems unfit for travel at its sole discretion. Blue Dot shall not be liable for any denial of service, boarding, or participation by a Supplier based on disability, health condition, or fitness to travel, nor for any costs or losses resulting from such denial.

### Medical Services & Authorization

Medical services abroad may differ significantly from those in the United States and may be limited in availability, quality, or timeliness. Blue Dot includes basic travel protection with medical coverage for Participants under age 70, but such coverage has limits and exclusions. The Participant and Parent/Guardian remain fully responsible for all medical costs not covered by that policy, including evaluation, treatment, hospitalization, evacuation, or transportation.

In the event of illness or injury, Blue Dot, the Group Leader, and/or the Tour Director may secure medical treatment in their good-faith judgment. Blue Dot will make reasonable efforts to contact a Parent/Guardian for minors before non-emergency treatment, but care may proceed without prior notice where delay would jeopardize health or safety. The Participant and Parent/Guardian authorize the sharing of relevant medical information with providers and travel partners as reasonably necessary to arrange care and logistics. Blue Dot makes no representation or warranty that medical care provided abroad will be equal to U.S. standards, or that such care will be effective or timely. The Participant and Parent/Guardian agree to reimburse Blue Dot for any amounts advanced for medical services that are not reimbursed by insurance.

## Limited Power of Attorney

By signing this Agreement, the Participant or Parent/Guardian grants limited power of attorney to the designated Group Leader or Tour Director to sign required waivers, medical releases, or other legal documents on the Participant's behalf if necessary in an emergency or to participate in an activity requiring parental consent. This limited authority applies only to matters directly related to the Tour and expires upon the Participant's return home.

## Cancellation, Changes & Force Majeure

From planning through travel, changes to services may be necessary. Blue Dot and its suppliers reserve the right to adjust itineraries, accommodations, transportation, and activities as required by operational considerations, availability, local holidays, or other circumstances. Comparable alternatives will be provided whenever possible. Such adjustments are considered a normal part of group travel and are not grounds for cancellation or refund; standard cancellation penalties remain in effect.

If Blue Dot cancels a departure for reasons other than a Force Majeure Event, we may, in our discretion, offer alternate arrangements such as rescheduling to a different date, transferring to another destination, applying a future travel credit, or issuing a refund of monies paid less non-recoverable costs.

Blue Dot is not responsible or liable for, and no refunds or compensation will be owed as a result of, delays, cancellations, modifications, or interruptions caused by events beyond our reasonable control (each, a "Force Majeure Event"). Force Majeure Events include, without limitation, acts of God; natural disasters such as severe weather, floods, fire, volcanic eruptions, or other environmental events; epidemics, pandemics, outbreaks of infectious disease, and associated quarantine or isolation requirements; government actions, restrictions, shutdowns, or travel advisories; acts of war, insurrection, civil unrest, strikes, or other labor disruptions; terrorism, criminal acts, or threats thereof; supplier failures, defaults, overbooking, or service limitations; mechanical or technical failures of transportation; financial defaults of suppliers; technology disruptions; and any other events or circumstances outside the reasonable direct control of Blue Dot.

In the event of a Force Majeure Event, Blue Dot will determine and apply a policy for all affected travelers. As noted above, Blue Dot incurs substantial non-recoverable costs in planning and preparing tours. Blue Dot will offer affected travelers appropriate remedies which may include rescheduling, substitution of comparable services, future travel credits, or refunds to the extent recoverable from suppliers after accounting for non-recoverable costs already incurred. Participants remain responsible for any additional costs not directly booked through Blue Dot.

## Destinations & Documentation

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. Please visit [www.bluetourtours.com/FAQ](http://www.bluetourtours.com/FAQ) for more information regarding proper documentation and resources.

Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Blue Dot strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Many countries require a minimum number of blank pages in your passport book. Non-USA citizens may require additional documentation and must contact the appropriate consular offices to fulfill entry requirements for all countries on the itinerary, including countries visited in transit. Children also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities. Please visit [www.travel.state.gov](http://www.travel.state.gov) or <https://www.dhs.gov/real-id> for the most updated requirements for travel documentation

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings trips. Blue Dot bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

## Photo/Media Participation Authorization

Participant hereby gives consent and grants to Blue Dot a royalty-free, perpetual, and irrevocable license to publish any testimonials, reviews, photographs and/or videos of the trip or traveler in *any form of media* without obtaining further consent and without compensation, solely for the purposes of marketing our trips. Each traveler releases Blue Dot and its Representatives from any liability in connection with any use of such forms of media. You further agree that you shall not receive compensation for use of your likeness in any media form. You assign Blue Dot all right, title, and interest in or to all media in which Participant's name or likeness might be used. Notwithstanding the foregoing, if a traveler desires to have a specific photo or video removed from our website or social media, please submit said removal request to Blue Dot via email.

## Third-Party Services

Blue Dot does not own, operate, manage, or control any of the organizations that provide travel services in connection with your Tour. These organizations include, but are not limited to, airlines, bus and rail companies, hotels and other lodging facilities, restaurants and food service providers, local ground operators, activity and excursion providers, and Tour Directors. Each of these entities is an independent contractor and not an employee, agent, or representative of Blue Dot.

For clarity, a Tour begins upon departure from the designated gateway airport or other official meeting point arranged by Blue Dot and ends upon completion of the scheduled return to the gateway airport or final scheduled meeting point. Travel before or after these official start and end points is outside the scope of the Tour and solely the traveler's responsibility.

If a Participant elects to travel independently before, during, or after the official Tour — including stay-ahead or stay-behind travel, alternate gateway departures, or other personal extensions — such travel is outside the scope of the Tour. Blue Dot bears no responsibility for arrangements, supervision, safety, or costs associated with such independent travel, even if facilitated by Blue Dot on the Participant's behalf.

All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Blue Dot nor its Representatives are or may be liable for any loss, injury, or damage to any trip traveler or their belongings, or otherwise, in

connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Blue Dot, including in the event any third-party providers or healthcare professionals seek to assist with medical or other help. Blue Dot assumes no responsibility or liability for any delay, change in schedule, loss, injury, or damage that may result from any act or omission on the part of others; for personal property; or for lost or stolen items. Blue Dot shall be relieved of any obligations under these Terms and Conditions in the event of any strike, labor dispute, act of God, government action, fire, war (whether declared or not), terrorism, insurrection, riot, epidemic, pandemic, illness, physical injury, quarantine, or similar event. Blue Dot reserves the right to refuse any traveler or potential traveler at its sole discretion.

## Assumption Of Risk

Travel, particularly international group travel, inherently involves risks that cannot be eliminated, some of which may occur in remote or developing areas of the world. These risks include, but are not limited to: accidents involving transportation; slips, trips, and falls on uneven sidewalks, streets, or steps; crime, terrorism, or government actions; foodborne illness or non-potable water; consumption of alcoholic beverages, exposure to heat, cold, sun, wind, or other environmental conditions; encounters with animals, insects, or other hazards of nature; the actions or negligence of other travelers, suppliers, or Tour Directors; medical conditions or emergencies in locations where care may be delayed, limited, or below U.S. standards; and the adequacy or availability of medical treatment once received.

You understand that this description of risks is not complete, and that unknown or unanticipated risks may result in illness, injury, or death. By participating in a Blue Dot tour, you voluntarily accept and assume full responsibility for all such risks, whether or not specifically described, as an integral part of travel.

In doing so, you release, hold harmless, and covenant not to sue Blue Dot, its owners, employees, representatives, and assigns, for any claims or liabilities associated with the Tour, including those arising from the negligence of Blue Dot, its suppliers, or third parties. This release binds your heirs, legal representatives, and assigns. In no event will Blue Dot be responsible for incidental, consequential, or special damages, and its maximum liability shall not exceed the amounts paid to Blue Dot for the services provided. These terms survive cancellation, termination, or completion of the Tour.

## Liability, Claims & Dispute Resolution

### Release of Liability & Indemnification

To the fullest extent permitted by law, the Participant (and Parent/Guardian, if applicable) voluntarily releases, forever discharges, and agrees not to bring claims against Blue Dot Educational Tours, LLC, its officers, employees, representatives, insurers, successors, and assigns, as well as the Participant's school, school district, school board, administrators, teachers, chaperones, and Group Leader (collectively, the "Released Parties"), for any and all liabilities, claims, demands, causes of action, damages, losses, costs, or expenses of any nature whatsoever (including attorneys' fees) that may arise out of or relate in any way to participation in a Blue Dot Tour.

This release specifically includes, but is not limited to: claims for negligence or alleged negligence of Blue Dot, its suppliers, or third parties; breach of contract or warranty; cancellation, modification, or delay of travel arrangements; acts or omissions of other participants, suppliers, or Tour Directors; the provision, adequacy, or failure of medical treatment; risks inherent in travel described in the Assumption of Risk section; and any Force Majeure events or other circumstances beyond Blue Dot's reasonable control.

The Participant and Parent/Guardian further agree to indemnify and hold harmless the Released Parties against any and all claims, liabilities, losses, or expenses (including attorneys' fees) arising from or related to the Participant's conduct or participation in the Tour.

The Participant understands and agrees that participation in a Blue Dot Tour is voluntary and does not constitute official sponsorship by the school, school board, or district unless expressly stated in writing as "officially sponsored." Use of a school's name, facilities, or staff involvement does not create or imply sponsorship or liability on the part of the school or district.

### Class Action Waiver & Limitations of Damages

You agree that you will only bring claims against Blue Dot in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Blue Dot shall not in any case be liable for other than compensatory damages, and your signature below means that you agree to these conditions of sale and expressly waive any right to punitive damages. You hereby agree to waive your right to trial by jury. Notwithstanding the foregoing, in no event shall Blue Dot's liability to you (or any member of your traveling party, or your/their heirs, successors and assigns), from any cause of action (whether in contract, tort, indemnity, equity, or otherwise), exceed the amounts paid to Blue Dot for the services Blue Dot performed and provided to you in connection with these Terms and Conditions, and this is your sole and exclusive remedy for a breach of these Terms and Conditions by Blue Dot.

## Governing Law & Venue

These Terms and Conditions and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in the Commonwealth of Massachusetts.

## Final Provisions

### Entire Agreement & Severability

This Agreement, together with Blue Dot's Booking Conditions and Code of Conduct, constitutes the entire agreement between the parties and supersedes all prior oral or written representations. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### Acknowledgement & Agreement

By entering into this Agreement, you signify your intention to relieve and indemnify Blue Dot and its Representatives from all liability for any injury in tort, implied or otherwise, to you from participation in any Blue Dot. Further, you are not relying on any oral or written representation or statements made by Blue Dot, other than what is set forth in the Terms and Conditions of this Agreement. You agree that if any portion is found to be void or unenforceable, the remaining portions shall remain in full force and effect. No additions, deletions or changes can be made to the release form, and signing it is a requirement for enrolling and participating in the Tour.