

# NABSW 42<sup>nd</sup> International Education Conference

August 13, 2019 – August 25, 2019

## TERMS AND CONDITIONS

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PLEASE PRINT YOUR NAME IN THE BLANK BELOW

I, \_\_\_\_\_, hereby agree to the following terms and conditions (the "Terms and Conditions") of Diaspora Travel Experiences, LLC ("Diaspora") and the National Association of Black Social Workers ("NABSW"), collectively "Organizers", as set forth below. I understand that acceptance of these Terms and Conditions is a condition for my participation in the "NABSW International Education Conference in Australia" Program (the "Program"):

- 1) **REGISTRATION POLICY:** Registration Documents are processed on a first come, first served basis and subject to availability. Your space in the Program is *reserved* after you have paid your deposit and *guaranteed* after full payment is completed. By registering, you give Organizers permission to add your email address to their respective communications list.
  - 2) **BALANCE OF PAYMENT:** The full Program Price must be paid no later than June 1, 2019.
  - 3) **CLIENT CANCELLATION:** All cancellation requests must be made in writing and incur a \$100 cancellation fee. The cancellation date will be the date that the signed request is received in our office.
  - 4) **CANCELLATIONS BY ORGANIZERS:** Organizers reserve the right to cancel the Program if there are less than thirty (30) participants or adjust the price to reflect the difference in costs. We reserve the right to cancel your participation in the Program if full payment of the Program Price is not received by June 1, 2019. In the event Organizers cancel the program due to insufficient registration, a full refund will be issued.
  - 5) **REFUND POLICY:** *After November 15, 2018, the initial deposit of \$750 is non-refundable. After January 1, 2019, fifty percent (50%) of the tour cost is non-refundable. After April 1, 2019, one hundred percent (100%) of the tour cost is non-refundable.* If we cancel the Program, or your participation in the Program, for any reason outside of our control and not as a result of your actions, and funds have been paid to third party vendors, we will refund any unused portion of your payment and work with the third-party vendors to recoup the money paid to them and will refund any funds that we are able to retrieve, with reasonable effort. If you cancel your participation, at any time: (1) we will refund any unused portion of your payment, minus any non-refundable portions, and (2) if you were sharing a room with another participant, the cost of a single room supplement will be deducted from your refund (if any), unless another roommate can be located for the other participant. No refund will be issued for cancellations that occur after April 1, 2019. We will not reimburse participants for independently purchased items, such as airfare or hotel accommodations. If a refund is due, it will be paid in the form of a company check and will be processed within 60 days from the date of receipt of the written notice of cancellation or the date we inform you of the cancellation, as applicable. Refunds will not be available to participants who arrive late or depart early from a Program for any reason, or to no-shows. Travel cancellation insurance is **NOT** included in the Program Package Price, and participants are encouraged to consider purchasing travel insurance.
  - 6) **MEDICAL INSURANCE:** Neither medical insurance nor medical evacuation coverage is included in the Program Price. Each participant should consider purchasing insurance coverage for any injury or illness which may occur during the Program, including but not limited to medical attention, transportation, evacuation or other emergency related services.
  - 7) **PROGRAM MATERIALS:** You are responsible for maintaining personal records of financial transactions and documentation related to this Program. Once Organizers issue and deliver travel or other documents to you, these
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documents become your responsibility. Organizers shall not be responsible for replacements of, or refunds for documents (lost, damaged, stolen etc.).

**8) CHANGES TO ITINERARIES/SCHEDULES AND ACCOMMODATIONS:** Organizers make every attempt to ensure the Final Program Itinerary is accurate. However, changes may occur. We reserve the right to make changes to the Program without prior notice. Should accommodations be changed, we make every attempt, where and as possible, to secure accommodations of similar quality.

**9) HEALTH AND SAFETY:** Everyone of average fitness should be able to enjoy all the Program activities. Please consult your doctor to see if your health condition is suitable for the trip. Weather conditions can change without notice and it is the responsibility of the traveler to have proper clothing and gear. Many of the activities include walking and perhaps walking on uneven surfaces that may be strenuous for some people. It is each traveler's responsibility to check with her or his medical provider regarding any health issue that may arise by participating in the Program and to NOT participate should this be in question. If you are in a situation requiring any assistance at any time, you must bring and be responsible for all necessary items related to your condition. You are responsible for your own assistant during the Program; if you require someone to assist you in any way, then you must secure someone to travel with you *before* departure. Organizers *are* not responsible for walking or wheelchair assistance, or the costs of any medical treatment you may require during the Program.

**10) FOOD & BEVERAGE:** Organizers are not responsible for any food allergies or food-borne illnesses resulting from food or beverages provided. You are responsible for your own health and determining whether a particular food is safe to consume. You knowingly and willfully accept the risk associated with consuming any alcoholic beverages and take complete and total responsibility for your behavior, well-being, and health during Program.

**11) AIRLINE TRAVEL:** Organizers will not be responsible for missed flights, delays, or transfers. When booking independent air, please be certain of the itinerary, departure, and arrival times of the Program. *It is imperative that you do not make any travel arrangements until you receive confirmation of the Program and your space in the Program.* Confirmation and further instructions will be provided by email.

**12) GUIDED TOURS:** Please regard our timetable as announced each day and/or at any pick-up/drop-off points. It is important to take note of the location of the transportation vehicle, and the time the group is told to return. If you do not return to the transportation vehicle by the appointed time, it will be assumed that you have decided to deviate from the day's activity and the group will depart and any associated travel costs that you incur are your responsibility.

**13) PHOTO & VIDEO RELEASE:** You grant permission to Organizers and their respective representatives, agents, successors, heirs, and assigns, if any, to photograph, video, and otherwise capture your image and voice during your participation in the Program. You acknowledge that other participants in the Program may take photographs, video, or do things that may otherwise capture your image and voice during your participation in the Program. You acknowledge that it is your responsibility to inform such participants if you do not want to be photographed, recorded, and/or otherwise have your image or voice captured by them. You grant Organizers the right to reproduce, use, exhibit, display, broadcast, distribute, and create derivative works of any of said images and recordings and any associated written copy in any media for promoting, publicizing, or illustrating activities. You acknowledge that Organizers own all rights to said materials and any participant images and recordings within Organizers' possession, and all related written copy. You hereby release, defend, indemnify, and hold harmless Organizers from and against any and all claims, damages, or liability arising from or related to the existence and/or any use of said images and recordings and any associated written copy.

**14) VACCINATIONS/IMMUNIZATIONS:** It is your responsibility to consult the CDC Website for vaccination suggestions or requirements at <http://wwwnc.cdc.gov/travel/destinations/list>

**15) BREACH OF TERMS:** The Terms and Conditions apply as of the date of signature or electronic registration. Acceptance of these Terms and Conditions is a condition for registration in this Program. Should any part of the (1) Terms and Conditions; OR (2) Liability Release Form ("Program Agreements") not be adhered to or if any part

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of contractual agreement is broken by you, Diaspora retains the right to refuse further services; notwithstanding anything to the contrary herein, any payments and deposits may be retained as cost of services to date.

**16) INCORPORATED SECTIONS & SEVERABILITY:** You acknowledge that you have read the contents of the program registration and that all the information provided in the registration process are incorporated into the Terms and Conditions. Each provision of the Terms and Conditions and all other agreements executed by you, shall be separate and severable, and individually enforceable. If any provision of the Program Agreements, or any other agreement is found to be unenforceable or void, but would be enforceable in a reduced form, in terms of scope or duration, the provision shall have effect in such reduced form.

**17) GOVERNING LAW:** The Program Agreements and all other agreements, waivers, and release forms signed by you regarding the Program shall be governed by and construed in accordance with the laws of the State of Louisiana. You hereby consent to the exclusive jurisdiction of any State or Federal court located in the State of Louisiana.

## LIABILITY RELEASE

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I further understand that my participation in the Program may involve risk of injury and loss, both to person and property, and that Organizers do not operate this program as a tour, rather, Organizers act as a consultant booking flights, accommodations, and coordinating activities, and transportation services. Services provided in connection with the Program including without limitation transportation, lodging, and sightseeing are provided by the carrier, hoteliers, and other suppliers that are independent contractors and not agents for, employees, partners, or joint venture participants of either Diaspora or NABSW (“Organizers”). Organizers are not responsible for acts or omissions of such independent contractors. Organizers are not liable for injury, death, damage, loss, accident, delay, or irregularity in connection with the service of any automobile, motor coach, airplane, launch, or any other mode used in carrying out the Program or for the acts, omissions, or defaults of any company or person engaged in conveying the passenger or in carrying out the arrangements of the Program.

I acknowledge and agree that Organizers have no liability or responsibility for any of the following that arises from or is related to my anticipated or actual participation in and travel to and from the Program, whether known or unknown, foreseen or unforeseen: 1) accidents, delays, irregularities, losses, damages, injury or death to person or property, including but not limited to those resulting from the accommodations, food, travel, day-to-day trip activities, or failure of any means of transportation to comply with schedules; 2) financial damage; 3) additional costs; 4) penalties; 5) levies; 6) fines; 7) assessments; 8) quarantines; 9) strikes; 10) trade embargoes; 11) discrepancies or changes in transit or living accommodations; or 12) accidents of any kind including those resulting directly or indirectly from acts of war, nature, detention, weather, government, political forces, terrorism, or crime.

I release and agree to indemnify, defend and hold harmless, to the fullest extent permitted by law, including, but not limited to, attorneys’ fees and expenses, Organizers and their respective owners, directors, officers, trustees, members, employees, agents, contractors, staff, volunteers, heirs, and assigns, from or regarding any and all claims, demands, rights, and causes of action of whatsoever kind and nature, that arise from any and all events contemplated herein.

I represent that I am over 18 years of age and that I am competent to execute the above Terms and Conditions and Liability Release, or that the participant is under 18 years of age (the “Minor Participant”) and accompanied by me, the undersigned parent or legal guardian. I agree that the same will be legally binding upon myself, my heirs, successors, assigns, and legal representatives, and those of the Minor Participant, if applicable; it being my intention to fully assume all risk of travel and to release Organizers from any and all liabilities to the maximum extent permitted by law.

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SIGNATURE OF PROGRAM PARTICIPANT (OR LEGAL GUARDIAN)

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DATE