



Tour Participant General Conditions

The terms, conditions and responsibilities outlined herein apply to Excel International Sports, its employees, organizers, suppliers, subsidiaries, affiliates, officials, directors, agents and managers, collectively referred to as "Excel International Sports".

Payment and Paperwork: A deposit of USD\$1000 per person is required along with this signed General Conditions Form to reserve your space on the agreed upon trip. This deposit is part of the total tour price and is **non-refundable** and **non-transferable** at any time. Payment will be expected according to the payment schedule outlined below. Your space is not guaranteed if you do not adhere to the terms of the payment plan.

- ◆ **INITIAL DEPOSIT:** To secure your space, a USD\$1000 per person **non-refundable, non-transferable** deposit is required along with this signed General Conditions Forms.
- ◆ **SECOND PAYMENT:** A second payment will be due to Excel International Sports no later than 75 days prior to departure.

Upon the receipt of this General Condition Form and a deposit, Excel International Sports will send you a specific payment schedule outlining amounts and dates due. Failure to comply with the payment schedule and pay in full by the final payment deadline may result in late fees, penalty costs, increased rates, and the inability to provide agreed upon package inclusions, or total cancellation of the trip. Deposits, or any payments made, are not transferable. Payments can only be accepted in the form of a check, money order or credit card. Payments received after the due date will be subject to a USD\$50 per person charge. Credit card payments will incur an additional fee of 3%. Insufficient checks will be liable for a USD\$50 fee, or higher amount as allowed by law, and we may electronically debit or draft your account for this fee. Insufficient checks will be automatically represented to your bank for payment. Post-dated checks will not be accepted.

Cancellation: Written notification of cancellation must be received by Excel International Sports, in advance of the tour's starting date. The date Excel International Sports receives your written notification will be considered the date of cancellation. **CANCELLATION FOR ANY REASON, including injury, will result in the following costs**, this is in addition to any non-refundable payments made on your behalf to suppliers.

91 to 149 days prior to travel:	70% of the tour package price
70 to 90 days prior to travel:	80% of the tour package price
69 to 0 days prior to travel:	100% of the tour package price

In no event will Excel International Sports cancel your trip prior to departure, except in the case of insufficient enrollment, war, threat of war, political crisis, civil commotion or strife, terrorist activity, strikes or industrial action, natural disasters or other circumstances beyond Excel International Sports' control. In the case that Excel International Sports cancels a trip, Excel International Sports will act on the participants behalf to retrieve any monies paid to suppliers and refund participants to the best of their ability.

Prices: Excel International Sports reserves the right to impose surcharges in respect to cost increases related to fuel prices, exchange rates, or domestic or foreign government action, including any mandatory new or increased taxes or fees levied on transportation, hotels, and/or land services. If the rooming layout require us to place you in a single room, we reserve the right to pass any single room upgrade surcharge onto you. Unless specifically stated in your proposal, Excel International Sports' prices do not include passport and visa fees, travel insurance fees, any regular or excess checked baggage surcharges, lunches, beverages with meals, sightseeing fees, expenses incurred during free time periods, portage at airports and hotels, transportation in the USA/Canada, and tips to guides and bus drivers.

Travel Insurance: Excel International Sports **strongly recommends** the purchase of trip cancellation insurance. If desired, we will provide you with the information on how to purchase this insurance. The terms and conditions of coverage vary according to the insurance provider. Cost of coverage is generally based upon the cost of the trip. It is understood that Excel International Sports, accepts no liability for damages or cancellations. Please be advised that some travel insurance providers require the purchase of travel insurance directly after initial deposit in order to cover pre-existing conditions. All questions regarding travel insurance and its coverage should be directed to your insurance provider.

Flight Information: In order to qualify for airline group rates and conditions, there must be at least 10 passengers booking flights through Excel International Sports, if the number falls below 10, then the remaining group flight participants are subject to a package price increase due to any flight cost increase as well as immediate ticketing and payment of the full amount of the ticket price. Frequent flyer miles are not redeemable nor acquired on group flights. It is the responsibility of the passenger to reconfirm all flights directly with the airline within 24 hours of travel.

If you book a land-only package, you are responsible for booking a flight or other transportation that arrives at the destination before or with the group and departs with or after the group. The group flight schedule may change at any time. Land-only participants are responsible for any costs associated with changing their flight or transportation schedule to match that of the group.

Visas, Passports, and Travel Documents: **Tour participants are responsible for obtaining a valid passport prior to departure, as well as any visa needed.** It is the responsibility of the participant to check and fully comply with the requirements, including passports, visas, permits, etc. for travel between the US/Canada and any country you are travelling to/through. Excel International Sports will not be responsible for any loss or damage incurred by travelers not obtaining proper travel documents and standard cancellation terms will apply. If you are not a U.S. or Canadian citizen you must inform us in writing of your country of citizenship, refugee status, and/or if you possess any green cards or visas. All tour participants agree to provide one photocopy of the picture page of their passport as soon as possible after booking. All trip participants, if not already a passport holder, should apply for their passport as soon as they pay their trip deposit. All passports must be valid for at least six months after your return date. If the copy passport is not provided, or if the information provided is incorrect, the tour participant will be responsible for all air ticket change fees. You must carry any permanent resident cards, travel documents and visas with you on the trip.

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Program: Excel International Sports has taken all reasonable steps to ensure that the suppliers contracted for services during your trip are efficient, reliable, maintain high standards and conform with the laws and regulations of the country in which they operate. Some facilities may require special equipment, this is the responsibility of the participant to provide. Photographs used in advertising and itineraries are general photos and may not be specific to the group's booking. Approximately two weeks prior to departure all details regarding flight and hotel information, a finalized schedule, packing tips, weather information, etc. will be posted on your group's personalized webpage.

Changes to Your Program: Excel International Sports accepts reasonable responsibility for ensuring the trip which you book with us is supplied as described in the itinerary however Excel International Sports reserves the right to make changes to your trip, these changes will not constitute grounds for a refund. If unforeseen conditions beyond our control necessitate changes, we reserve the right to make changes or substitutions in accommodations, transportation, itinerary, and/or inclusions to the best alternative available. The availability of some facilities, attractions, or activities advertised or communicated cannot be guaranteed. Facilities, attractions or activities may be canceled or close without prior notice due to public holiday, festivals, strikes, routine maintenance or any reason whatsoever beyond Excel International Sports' control, in these instances, if possible, a suitable alternative will be provided, however no refunds can be given. Excel International Sports may reverse the itinerary, change the order in which cities or countries are visited, change the duration of the stay in each city or country, and add or omit a city or country. If for whatever reason alternative arrangements are offered, Excel International Sports will ensure that they are of a similar standard.

Deviations: If you wish to change any of the details of your booking, we will do our best to help, however, we have no obligation to make any change. If you wish to deviate from the group's flight itinerary, the request must be put in writing no later than 100 days from departure. Flight deviations are dependent upon availability and cannot be guaranteed. Participants are responsible for any extra costs incurred and is payable at the time of booking. Most airlines limit the number of deviations allowed per group, no deviations are allowed on groups with 10 or less participants and you may only deviate from the return flight. Those full package participants deviating from the group itinerary will be responsible for the taxes and fees on their routing. Taxes, fees and surcharges are dependent upon date and time of each flight, therefore taxes and fees on deviations may differ from the groups'. Participants are also responsible for making all arrangements to and from the hotel or airport as well as all land arrangements pertaining to their individual itinerary.

Participants are allowed to leave and return to the group, Excel International Sports has no responsibility for participants not with the group and it is the sole responsibility of those participants to make arrangements to re-join the group at their own cost. If you are late in reconnecting with the group, Excel International Sports has no duty to delay the group to wait for you.

Medical: All group members carry with them any necessary medical information (i.e. medication instructions), insurance information, and a list of allergies or health problems. All participants are responsible for obtaining adequate medical coverage while abroad, please check with your health insurance provider to see if you are covered while travelling and if any additional insurance is needed. Medical disbursement should be discussed and agreed upon by the group prior to travel. I hereby give Excel International Sports permission to medically treat myself and/or my son/daughter in case of illness or injury. I hereby release Excel International Sports from any and all liability for the quality or timeliness of any such medical care and agree to indemnify Excel International Sports for any expenses it incurs during medical treatment of myself and/or my son/daughter. I consent to the release of my and/or my son/daughter's medical or other personal information to health care providers or any other persons Excel International Sports, in its sole discretion, deems appropriate to release such information to in the event of illness or injury. Excel International Sports is not responsible for administering any medications.

Dietary and Allergy Requests: Allergy and dietary information will be forwarded to our service providers, it is a participants responsibility to notify us of these special needs at least 95 days before departure. Excel International Sports will endeavor to make arrangements with our airlines, hotels and other vendors but cannot guarantee that all dietary requests can be met. All participants are responsible for their own food intake, as such it is their responsibility to communicate any specific dietary needs directly to the persons serving their meals, no compensation will be given for any uneaten meals. Excel International Sports is not liable for any incident that arises as a result of a participant's allergy.

Excel International Sports tours involve an intense amount of walking and physical activity, therefore our tours may be unsuitable for participants who have difficulty walking or carrying baggage or who require special assistance. Anyone who wishes to join an Excel International Sports tour will be welcome, we do not discriminate, however please note that some portions of our tours may not be accessible to some.

Conduct: Excel International Sports reserves the right not to accept or retain anyone whose condition or general deportment impedes the operation of the tour or affects the right of other passengers. Zero tolerance will be exercised in the matter of drug/alcohol abuse, antisocial, dangerous, violent, illegal or irresponsible behavior, the participant will be dismissed immediately. If a person is required to leave the tour, their return will be at their expense, any unused portions of the tour will be subject to forfeiture and no refund will be given. All participants are responsible for their own actions at all times and any adults are responsible for the actions of all participants in their group. Damages or injury caused by a participant to any Excel International Sports or our suppliers' property or individual will be the sole responsibility (monetary or otherwise) of the individual participant.

Harassment: Excel International Sports is committed in all areas to providing an environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, subcontractors, vendors, service providers, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

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Responsibility: Excel International Sports responsibility is limited and subject to the following terms. Excel International Sports does not own, operate or control any person or entity which provides goods or services for the trip, including accommodations, airlines, dining services, transportation companies, sightseeing tours, guides, local ground operators, tournament operators and other suppliers of services, we act only as an agent for the passenger. As agent, Excel International Sports, holds itself free of responsibility and liability for any damage, expense or inconvenience caused by any negligent, willful act or failure to act, delayed or cancelled transportation services, changes of schedules, strikes or conditions beyond our control.

All participants are fully responsible for any costs arising from the damage, loss or theft of any of their personal property during the tour, including any property given to them by Excel International Sports. It is the responsibility of the passenger to submit a lost baggage claim directly to the airline/airport. Excel International Sports accepts no liability in the case of lost or damaged baggage or property.

Permission to Photograph or Videotape: Excel International Sports reserves the right to make audio and visual records of any of its trips and participants on those trips. Excel International Sports may use these audio or visual records of tour participants with or without identification. Participants agree that Excel International Sports may use any such record for promotional and/or commercial purposes. It is assumed that parents and guardians consent to their child being photographed or videotaped, no matter by whom taken, unless denial notification is received, and agree that no fee would be paid for this. Individual names will not be used in any promotional material without permission.

Privacy: Because of the nature of our business, we are required to share some personal information you have provided to our various providers who deliver the travel services you request.

Liability Waiver and Parental Consent: By initialing and signing this document, I hereby give my approval for my son's/daughter's participation in any activities of Excel International Sports during the organized tour. Without limitation, Excel International Sports is not responsible for any injury, loss or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind, lost or stolen belongings, overbooking or downgrading of accommodations, 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, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of medical or other emergency, actual or perceived or threatened epidemics, or for any other cause beyond the direct control of Excel International Sports. I acknowledge that participation in sports competitions carries with it a potential hazard. I understand and assume all risks and hazards incidental to the conduct of activities and to the transportation to and from any and all activities. I do further hereby release, absolve, indemnify and hold harmless Excel International Sports. In case of injury to my son/daughter either during any activity or transportation to or from such activity, I hereby waive all claims against Excel International Sports or any of the supervisors appointed by them. I likewise release from responsibility any person transporting my son/daughter to or from Excel International Sports activities. I also release Excel International Sports from any liability in the case of illness, injury or death during the tour for myself, and/or my spouse/partner/significant other and/or my son and/or daughter. I also certify the address on page four is the legal and permanent address of myself and/or my son/daughter.

Arbitration: Any dispute concerning this contract, the Terms & Conditions and/or rules and regulations concerning the trip, the literature arising out of or relating to the trip and/or arising out of or relating to the trip itself including, but not limited to, any events and circumstances occurring during the trip, shall be resolved solely and exclusively by binding arbitration in Maryland pursuant to the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of Maryland shall apply. 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. In any such arbitration, the arbitrator may, but is not required to, award attorney's fees to the prevailing party. Each party irrevocably and unconditionally expressly submits to the foregoing binding arbitration agreed for the purposes of dispute resolution hereunder and further irrevocably and unconditionally waives any and all jurisdictional, venue and convenience objections or defenses to such arbitration or to any related action, suite or proceeding in the courts of Maryland to enforce this Agreement to arbitrate or any award rendered therefrom.

The first, second and third pages must be initialed at the bottom and the fourth page must be completed by all tour participants. Failure to initial and complete these pages may result in non-participation of the tour participant in this tour. All four pages must be completed and returned along with the initial deposit.

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ACCEPTANCE OF THE GENERAL CONDITIONS

****All information MUST be completed in full****

Each traveler, or guardian if under 18, should sign and initial this form and return it to Excel International Sports with the initial deposit. One general conditions form per person is required. This contract will be governed by and construed under the law of the State of Maryland. *By signing below, I/we agree to all terms listed under General Conditions.*

Participant Information:

Participant's Name (as appears on passport and will be printed on ticket): _____

If you are a **Land Only Participant** check this box: ☐ Date of Birth: _____

Full Mailing Address: _____

Tel. # _____ Email _____

Date _____ Secondary Email _____

Player's/Participant's Signature, if participant is over 18 _____

Parent/Guardian's Name, if participant is under 18 (printed) _____

Parent/Guardian's Signature, if participant is under 18 _____

Passport Information:

A copy of the photograph and information page of your passport must be received by Excel Sports no later than 90 days before departure.

☐ I have a current valid US/Canadian Passport, the expiry date is _____

☐ I do not have a current valid US/Canadian Passport and will apply **immediately**.

☐ I am NOT a US/Canadian citizen. My country of citizenship is _____

Special Requests:

Allergies, health issues or dietary issues (check): ☐ Yes ☐ No

If yes, please advise us of the details here (Please specify which participant): _____

Checks should be made out to "Excel International Sports" and mailed to address below:

Glenwood Office Park, Suite 116, 3060 Washington Rd, Route 97, Glenwood, MD 21738, USA