Please don't staple or tape payments

2010 NETC / Aventura Cultural Application

Please Print Clearly In Block Capitals. Signature Required On Release & Agreement.
Please Follow The Enrollment Instructions To Complete This Application.

PARTICIPANT

LEGAL FIRST NAME (as it appears on your passport and/or birth certificate)

MIDDLE NAME (if it appears on your passport)

LAST NAME (as it appears on your passport and/or birth certificate - specify Jr., Sr., etc.)

MAILING ADDRESS

CITY

STATE

ZIP

CELL PHONE

CELL PHONE CARRIER

HOME PHONE

E-MAIL ADDRESS

DATE OF BIRTH: MONTH DAY YEAR

GENDER: MALE FEMALE

DEPARTURE DATE: MONTH DAY YEAR

US Citizen: Yes No*

*It is your responsibility to obtain ALL required travel documents, including transit visas.

TWO PERSONS TO BE CONTACTED IN AN EMERGENCY

It is imperative that you provide two people who are not traveling with you and who can be contacted in case of an emergency. Your application cannot be processed with out this information.

FIRST NAME

LAST NAME

HOME PHONE

WORK PHONE

EXTENSION

CELL PHONE

CELL PHONE CARRIER

RELATIONSHIP

E-MAIL ADDRESS

FIRST NAME

LAST NAME

HOME PHONE

WORK PHONE

EXTENSION

CELL PHONE

CELL PHONE CARRIER

RELATIONSHIP

E-MAIL ADDRESS

Protection Plan Options

Please select one. Please refer to "Insurance and Protection Plans" for additional information.

Please note: You cannot change your protection option after you have enrolled.

- ☐ Total Surety Plan ($25/day payment is due with this application)
- ☐ Surety Plan ($20/day payment is due with this application)

Travel Options

If you wish to:

- Extend your stay
- Return from a different city
- Make your own flight arrangements

Refer to "Customization and Other Information" in the Agreement.

Payment

Enclose a check for your initial deposit made payable to NETC with the application. Also include your Total Surety fee or Surety fee if applicable.

NETC
PO Box 844025
Boston, MA 02284

FOR OVERNIGHT MAIL ONLY, SEND TO:

NETC c/o Image Remit
25 Braintree Hill Office Park
Suite 100
Braintree, MA 02184

EZpay Plan (Only available with online Applications)

Complete the Application Form online and pay the deposit electronically with a personal check. Equal installments of the remaining balance will be automatically deducted from your bank account monthly such that you will be paid in full between 95 and 65 days prior to departure. The EZpay Plan is not available to participants who apply within 200 days of departure.

OFFICE USE 2010

AMT

CHK#

Batch #

RECD/DEP

SIGNATURE REQUIRED ON NEXT PAGE

QUESTIONS ABOUT THE RELEASE AND AGREEMENT? CALL NETC 1-800-771-5353

RELEASE

I, whose name and signature appear on the NETC Application Form, and my parent or guardian if I am under 21, in which case his/her name and signature also appear on the NETC Application Form, in consideration of NETC accepting my application and permitting me to participate in an NETC Program, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree to the following terms and conditions:

A. DEFINITIONS

For the purposes of this Release, and the Agreement:
1) NETC shall mean the National Educational Travel Council and Fawkes Travel, Inc., as well as the officers, shareholders, directors, employees, agents, successors and assigns of the National Educational Travel Council and Fawkes Travel, Inc.
2) "Institution" shall mean any person or people, organization or institution organizing and/or leading, directly or indirectly, an NETC program. This includes, without restricting the generality of the foregoing, high schools, middle schools, colleges, universities, community colleges, teachers, professors, group leaders, assistant group leaders, municipalities, school districts, school boards, archdioceses, churches, boy scout and girl scout organizations, clubs, museums, community organizations, bands, orchestras, managing entities, governing bodies, trustees, directors, managers and administrators of any organization or institution whatsoever.
3) "Agreement" shall mean the terms and conditions set forth in the NETC Enrollment Guide and this Release.
4) "Program" shall mean the NETC travel program for which I am or was enrolled or any other NETC travel program in which I participate.
5) Start and End of the Program: An NETC Program starts with the takeoff of a flight from an NETC departure gateway booked by NETC and ends upon disembarking the aircraft on completion of the return flight to that same city, provided that I am returning with my group. If I return independently from my group, the Program will end at the last hotel which has been booked by NETC at 0600 on the morning that my group returns to the United States.

B. RELEASE OF INSTITUTION'S LIABILITY

1) I understand that the use of Institution premises or property in the planning for my Program is a courtesy to me and the teacher/group leader and does not mean that the Program is officially sponsored or supported by the Institution. If my Institution is officially sponsoring this Program, I will receive written notification of that fact as well as a statement of any responsibility for the Program assumed by the Institution.
2) I UNDERSTAND THAT MY INSTITUTION WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER WITH RESPECT TO THE NETC PROGRAM AND I EXPRESSLY RELEASE AND WAIVE ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST, AND RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE THE INSTITUTION FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGES OR OTHER LOSS THAT I SUSTAIN DURING OR AS A RESULT OF THE PROGRAM.
3) Whether or not the Program is sponsored by the Institution, if the Institution determines for whatever reason to cancel the Program, any refund will be made strictly in accordance with the cancellation policy described in the NETC Agreement.

C. RELEASE OF NETC'S LIABILITY

1) THIS RELEASE CONSTITUTES A RELEASE OF LIABILITY AS TO NETC AND AN ACKNOWLEDGMENT BY ME, BINDING UPON MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS THAT NETC IS HEREBY RELEASED FROM ANY AND ALL CLAIMS, INCLUDING CLAIMS FOR NEGLIGENCE, FOR PERSONAL INJURIES, DEATH, EMOTIONAL TRAUMA OR PROPERTY LOSS WHICH ARISE FROM MY PARTICIPATION IN AN NETC PROGRAM.

2) I HEREBY WAIVE ANY AND ALL CLAIMS THAT I MAY HAVE IN THE FUTURE AGAINST, AND RELEASE NETC FROM LIABILITY FOR ANY LOSS OR PHYSICAL OR PROPERTY DAMAGE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE AND, WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, SHALL NOT HOLD NETC RESPONSIBLE FOR ANY SICKNESS, INJURY OR DEATH, NOR FOR ANY LOSS OR DAMAGE ARISING FROM:
A) ANY ERRORS OR OMISSIONS CONTAINED IN THE BROCHURE DESCRIBING THE PROGRAM OR OTHER NETC LITERATURE;
B) ANY LATE CONFIRMATION OR NON-CONFIRMATION OR NON-ACCEPTANCE OF BOOKINGS;
C) TRAVEL DELAYS;
D) ANY EVENTS AND CONSEQUENCES OF EVENTS BEYOND NETC'S CONTROL INCLUDING, WITHOUT LIMITATION, WAR, CIVIL UNREST, POLITICALLY MOTIVATED ACTS OF VIOLENCE, TERRORIST ACTIVITIES, ACTS OF GOD, STRIKES, GOVERNMENT RESTRICTIONS AND WEATHER;
E) ANY USE OF ANY VEHICLE OR, IN THE ABSENCE OF ITS OWN GROSS NEGLIGENCE, FROM NETC'S SELECTION OF, OR FROM ANY ACT OR OMISSION BY, ANY HOST FAMILY, SCHOOL, AIRLINE, HOTEL, OTHER ACCOMMODATION, TOUR OPERATOR, TRANSPORTATION COMPANY, SIGHTSEEING CONTRACTOR, OR OTHER FIRM, COMPANY, AGENCY, OR INDIVIDUAL.

3) I FURTHER ACKNOWLEDGE THAT NETC IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT, OR FAILURE TO ACT, OF ANY PERSON OR ENTITY IT DOES NOT CONTROL, INCLUDING, BUT NOT LIMITED TO AIRLINES, TRANSPORTATION PROVIDERS, HOTELS, RESTAURANTS, TOUR OPERATORS AND, AS A RESULT, NETC IS NOT LIABLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY SUCH PERSON OR OF ANY THIRD PARTY NOT UNDER NETC'S CONTROL. WITHOUT LIMITATION, I HEREBY WAIVE ANY AND ALL CLAIMS AGAINST NETC FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGE, INJURY, DEATH, LOSS, ACCIDENT, DELAY OR IRREGULARITY OF ANY KIND WHICH MAY BE OCCASIONED BY REASON OF ANY ACT OR OMISSION BEYOND NETC'S CONTROL, INCLUDING, WITHOUT LIMITATION, ANY WILLFUL OR NEGLIGENT ACT OR FAILURE TO ACT OR BREACH OF CONTRACT OF ANY THIRD PARTY WHICH SUPPLIES ANY GOODS OR SERVICES TO THE NETC PROGRAM.

D. MY TEACHER/GROUP LEADER, MY BEHAVIOR AND MY RESPONSIBILITY

1) It is my responsibility, or that of my parent/guardian if I am a minor, to determine the suitability of a teacher/group leader to chaperone the NETC Program, including meeting personally with them and taking all appropriate steps to establish their suitability and to make sure that he or she is aware of any special needs or requirements I may have.
2) All information pertaining to the Program, except financial statements, will be mailed directly to my teacher/group leader.
3) I understand that if, prior to the commencement of the Program, I am expelled from or otherwise disciplined by my Institution, or if I fail to meet any requirements for participation in the Program as set forth by my Institution or my teacher/group leader, I may be declared ineligible to participate in the Program and my application withdrawn subject to the refund policy described in the NETC Agreement.
4) NETC may provide or arrange for a teacher/group leader should my original teacher/group leader be unable or unwilling to participate in the Program.
5) I agree to abide by the directions of my teacher/group leader, the NETC tour director, and other NETC personnel. If I fail to do so, or if, in the sole judgment of NETC, my Institution or my teacher/group leader, my behavior is infringing upon the ability of others to enjoy the Program, or compromising my own or others' safety, or is otherwise inappropriate, or violates the law, I will be expelled from the NETC Program and sent home at my own expense or that of my parent/guardian and I will receive no refund for any services not received. I also acknowledge that if I am late in appearing for a scheduled departure, NETC has no duty to delay the Program to wait for me.
6) I agree that I am fully responsible for any costs arising from the damage, loss or theft of any of my personal property during the Program, including my airline ticket. I understand that each airline has its own procedures for dealing with lost tickets and that if I lose my airline ticket, I may be required to purchase from the airline a full fare replacement ticket. I accept that in these circumstances it is entirely my own responsibility to pursue any refund directly from the airline.
7) I agree that if I have a food allergy, I will take complete charge of my food intake while overseas. I understand that language differences may impede my understanding of certain ingredients contained in various recipes and that neither my NETC Tour Director nor other NETC staff can provide reliable translation, or make any special arrangements for me. I understand that neither NETC nor my Institution will be liable for any incident that arises as a result of my allergy. I also understand that I will not be compensated for any uneaten meals.
8) I hereby indemnify NETC and my Institution for any harm or damage I cause and I accept full responsibility 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 in an NETC Program. I agree that if I cause damage willfully or through negligence to a hotel, restaurant, bus or other common carrier, I will be required to pay for the damage, and may be expelled from the Program and sent home at my own expense (or that of my parent or guardian) and will receive no refund.
9) If I break any law during the Program, such as, but not limited to, theft or damage to property or possession or use of illegal substances, I may be subject to prosecution by local law enforcement authorities. I understand that NETC has no duty to defend me in any such proceedings or otherwise provide a defense.
10) If I become ill or incapacitated, my teacher/group leader, or NETC may take such actions as they consider necessary, including securing medical treatment for me. I hereby release NETC and my teacher/group leader from any and all liability for the quality or timeliness of any such medical care and agree to indemnify NETC for any expenses it incurs.
11) I (or my Parent/Guardian of I am a minor) consent to the release of my medical or other personal information to health care providers or any other persons NETC, in its sole discretion, deem appropriate to release such information to in the event I become ill or incapacitated.
12) I agree that I will reimburse NETC and my teacher/group leader for all reasonable expenses he/she personally incurs as a result of my being sick or injured during the tour. These will include, without limitation, accommodation, meals, telephone calls, laundry, airline tickets and the costs of rejoining the tour. I acknowledge that NETC makes available The Total Surety Plan to cover these expenses, which is described in the Agreement.
13) I understand and agree that it is my personal responsibility to obtain all visas and required documents in order to enter all the countries stated on my itinerary, change planes in foreign countries even if I am not leaving the airport and enter the United States on completion of the itinerary. I understand that NETC is not responsible if I am unable to obtain the necessary travel documents and I will only be entitled to a refund as described in the Agreement.
14) I agree that NETC may use statements made by me and/or photographs of me and/or video footage of me for publicity and advertising purposes.

E. AIR CARRIER'S RESPONSIBILITY

I understand that the air carrier's liability, or that of any carrier involved in the Program, for loss or damage to baggage or for death or injury to person or property is limited by its tariffs or the Warsaw Convention, or both.

F. OTHER PROVISIONS

1) This Agreement shall be construed as a sealed instrument under the laws of the Commonwealth of Massachusetts.
2) In the event that any part of this Release, or any provisions of the Agreement, in part or in whole, shall to any extent be or become void or unenforceable, the remaining portions of this Release and Agreement will be deemed valid and fully enforceable.
3) No amendment to this Agreement will have any validity whatsoever unless it is an original written document and signed by an officer of NETC.
4) In signing this Agreement, I am not relying on any oral, written or visual statements of any kind, including e-mails or promotional statements made by NETC in any brochure, except as set forth in the Agreement, or by any Institution to induce me to participate in the Program.
5) I confirm that I, or my parents/guardians if I am under the age of 21, have had sufficient time to read and understand what I am agreeing to in this Agreement before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

QUESTIONS ABOUT THIS RELEASE AND AGREEMENT? PLEASE CALL NETC 800.771.5353

Signature

I, or my parent/guardian if I am under 21 years of age, have read and understand the "Agreement", and the "Release" in the NETC Enrollment Guide and agree to be bound by the terms and conditions contained therein. Any controversy or claim arising out of, relating to, or interpreting this Agreement and Release shall be determined by arbitration to be conducted before the American Arbitration Association in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the laws of the Commonwealth of Massachusetts, *it being expressly agreed that any right to have the matter determined by a court, small claims or otherwise, or a jury, is hereby waived.*

Participant Signature (or parent/guardian signature if under the age of 21)_____ Date _____

PLEASE PRINT YOUR FIRST NAME

PLEASE PRINT YOUR LAST NAME