

**STUDENT RELEASE FORM – To be signed by parent of Student traveling with the Group**  
**Please print the following information:**

**GROUP NAME:** \_\_\_\_\_

**STUDENT'S NAME:** \_\_\_\_\_

**PARENT/GUARDIAN'S NAME:** \_\_\_\_\_

**IMPORTANT! READ CAREFULLY**

**TERMS, CONDITIONS & BINDING ARBITRATION**

I, as parent, guardian or the person with legal authority to create a binding legal obligation on behalf of the above-named student, acknowledge, understand and agree that Unique Travels and Tours, Inc., its employees, officers, directors and shareholders (collectively, "Unique") does not own, control, supervise or operate any person or entity which is to or does provide goods or services for your student's trip. As a result, Unique is not liable, and assumes no responsibility, for the acts, errors, omissions, representations, warranties, breaches or negligence of any such supplier for any personal injuries, death, property damage, inconvenience, or other damages or expenses resulting there from or from the activities of any third party. Without limitation, I acknowledge, understand and agree that Unique is not responsible for any injury, loss, additional expense, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of government, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive timely or safely, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, epidemics or pandemics or the threat thereof, disease, quarantine, lack of, access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, weather, or for any other cause beyond the direct control of Unique. I agree to review the important information provided at <http://travel.state.gov/content/passports/en/alertswarnings.html> and <https://wwwnc.cdc.gov/travel/notices> regarding trips outside the United States.

**CONSENT TO TRAVEL / NOTICE OF LIMITATIONS**

I give my permission for my child or ward to travel with the group and to participate in all activities of the tour. I am not aware of any reason why my child or ward's participation should be limited/monitored in any way. In the event of limitations, I acknowledge, understand and agree to notify the Group Leader in writing as soon as possible, but no later than ninety (90) days prior to the trip departure.

**ASSUMPTION OF THE RISK / RELEASE / COVENANT NOT TO SUE**

I acknowledge, understand and agree that there are serious risks and dangers inherent in travel, regardless of the mode of transportation or destination. I freely accept and fully assume all such risks, dangers and hazards, known and unknown, including risk of personal injury, death or property loss resulting from any cause whatsoever, including but not limited to the inherent risks of travel.

For the sole consideration of the enrichment that participation in the tour will provide my child or ward and for allowing my child or ward to participate in the tour, I waive, release, covenant not to sue, and forever discharge Unique of any and from all claims, demands, rights and causes of action of whatever kind or nature, including but not limited to negligence, arising from and by reason of, any and all, known

and unforeseen, bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my child's or ward's participation in or in any way connected with this tour either arising before, during and/or subsequent to the tour. I understand that my obligation, pursuant to this Release will survive the expiration or termination of the tour.

#### **INDEMNIFICATION / HOLD HARMLESS**

I agree to assume full responsibility to pay all debts incurred by my minor child or ward during the trip and to INDEMNIFY AND HOLD HARMLESS Unique from all suits, actions, losses, damages, claims, expenses, costs, fines, assessments, penalties, attorney's fees or liability of whatever kind or character, arising out of, occasioned by, or in any way related to the actions or failure to act of my child or ward.

I also agree to assume full responsibility to pay all debts incurred by my minor child(ren) or ward(s) during their visit to the Disney Resort and to INDEMNIFY AND HOLD HARMLESS Disney Destinations, LLC d/b/a Disney Youth Programs, its parent, subsidiary and other affiliated or related companies from all suits, actions, losses, damages, claims, expenses, costs, fines, assessments, penalties, attorney's fees or liability of whatever kind or character, arising out of, occasioned by, or in any way related to the actions or failure to act of my child(ren) or ward(s).

I acknowledge, understand and agree that Unique reserves the right to withdraw the tour, or any part thereof, and to make alterations in the program or its itinerary as it deems necessary or desirable and that in case of increased costs such as for fuel or energy surcharges, Unique may increase prices accordingly, up to time of receipt of final payment.

I acknowledge, understand and agree that all airline taxes, fees and charges (or any related penalties and interest) imposed on any portion of a passenger's travel are the responsibility of the parent, guardian or person with legal authority to create a binding legal obligation. All excess, oversized and/or overweight baggage and equipment fees apply and may not necessarily travel with the group.

#### **CODE OF CONDUCT**

I have read, understand, support and agree with the Rules of Conduct with which my child or ward must comply. I represent that my child or ward has read the Rules of Conduct and has agreed to comply with each of them. I acknowledge, understand and agree that should my child or ward violate any of these rules, he/she may be sent home at the sole discretion of the Group Leader. I also acknowledge, understand and agree that in such cases, an attempt to contact the parent or guardian will be made and the child or ward will be sent home at the parent or guardian's expense.

#### **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) Texas law and will take place in Bowie County, Texas. 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. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

**MEDICAL RELEASE**

I, as parent or guardian of the above-named minor, give my consent for my child or ward to attend all events being organized by Unique. In the event that he or she is injured or becomes ill and requires the attention of a doctor or medical professional, I consent to any medical treatment as deemed necessary by a licensed physician or medical professional. In the event treatment is required, I agree to hold Unique harmless from any claims, demands, or suits for damages arising from any such treatment. I acknowledge that I will be ultimately responsible for the cost of any medical care should the cost of that medical care not be reimbursed by any health insurance provider. I also acknowledge and understand that Unique does not assume any financial responsibility for any costs of medical care. Further, I affirm that the health information (medical information form) provided to the Group Leader is accurate and that the health insurance information provided is accurate at this date and will, to the best of my knowledge, still be in force for the student named above. I also agree to bring my child or ward home at my own expense should he or she become ill or injured, or if deemed necessary by the Group Leader (for whatever reason).

**FOOD ALLERGIES**

I acknowledge, understand and agree that Unique cannot be responsible for accommodating any food allergies, requirements or restrictions and is not responsible for any problems associated therewith. All issues with respect to food and drink, including allergies, requirements and restrictions, are the sole responsibility of my child or ward.

**ADA**

I acknowledge, understand and agree that any disability requiring special attention will be reported to Unique as soon as possible by sending an email to [info@uniquetravels.com](mailto:info@uniquetravels.com). Unique will make reasonable attempts to accommodate special needs, but we are not responsible for any denial of services by carriers, hotels, restaurants, and other independent suppliers. Travelers requiring extraordinary assistance must be accompanied by a companion who is capable of and totally responsible for providing the necessary assistance. If such a companion is incapable of rendering such extraordinary assistance, Unique may, in its discretion, decline to accept the applicant.

In the event of any emergencies during the trip, I hereby grant authority to be exercised in the discretion of the Group Leader or Chaperones to attempt to arrange medical care (at my expense) and in their discretion to dispense over-the-counter medication.

**AUDIO/VISUAL/PRINT RECORDS**

Unique reserves the right to make photographs/film/videotapes/electronic representations and/or sound recordings in connection with its tours. I hereby assign and grant to Unique, as well as its authorized representatives or third parties whom Unique may engage, the right and permission to use and publish the photographs/film/videotapes/electronic representations and/or sound recordings made of me or my child or ward in connection with this tour and I hereby release Unique and all volunteers, related parties or other vendors associated with this tour from any and all liability from such use and publication. I further authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage, and/or distribution of said photographs/film/videotapes/electronic representations and/or sound recordings without limitation at the discretion of Unique, and I specifically waive any right to compensation I may have for any of the foregoing.

**SEVERABILITY**

In the event that any of the provisions, or portions thereof, of this Release are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected, and in lieu of such unenforceable provision there shall be added automatically as part of this Release a provision as similar in terms as may be valid and enforceable.

Reproductions, facsimiles and copies of original signatures on this and other documents shall be binding.

THE AGREEMENT TO THESE TERMS AND CONDITIONS OF ONE PARENT OR GUARDIAN CONSTITUTES CONSENT OF THE OTHER.

I HAVE READ THE TERMS AND CONDITIONS. I UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS DOCUMENT HAVE BEEN MADE. I REPRESENT THAT I AM A RESPONSIBLE PARTY, PARENT OR GUARDIAN, OF THE ABOVE-NAMED STUDENT.

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Parent or Guardian

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Date