

2010/2011 TOUR PARTICIPANT AGREEMENT FOR MUSICAMERICA--IMPORTANT TERMS AND CONDITIONS OF CONTRACT - READ CAREFULLY

This Agreement sets forth the terms and conditions under which MusicAmerica (MA) - a division of the WorldPass Travel Group, LLC - 5080 Robert J. Mathews Parkway, El Dorado Hills, CA 95762, agrees to provide scheduled airline, motor coach and other components of the tour.

RESPONSIBILITY: Neither MA, nor MA's employees, affiliates, officers, directors, successors, agents, and assigns (collectively "MA") owns or operates any person or entity which is to or does provide goods or services for your trip including, for example, accommodations, air, land, rail, water or other transportation, food service, local guides, etc. As a result, MA will not be responsible for personal injury or property damage caused by the supplier of these services, and if these services and components are prevented, restricted or interfered with by reason of events or causes beyond MA's control, including, without limitation, acts of civil or military authorities, by reason of statute, rule, or local law, action of federal, state or local government or agency, acts of public enemy, acts of terrorism, criminal activity, war, riot, embargoes, civil commotion, insurrection, strike or labor unrest, acts of God, attacks by animals, severe weather and climatic conditions, storm, flood, fire, earthquake, power or communication line failure, mechanical or structural failures or difficulties, diseases, sickness, food poisoning, unsafe sanitary conditions, quarantine, accident or illness, acts or omissions of carriers including but not limited to breach of contract, failure to comply with any laws such as the Americans with Disabilities Act ("ADA"), cancellation, delay or overbooking, acts or omissions of other providers such as hotels, local ground handlers, entertainers or sightseeing services or restaurants including but not limited to breach of contract, failure to comply with any laws such as the ADA, cancellation, delay or overbooking, or travel participant negligence, MA cannot assume and is not to be held responsible for any claims, losses, damages (direct, indirect, consequential or incidental), costs, or expenses including, without limitation, injury, accident or death, inconvenience, loss of enjoyment, loss of pay, upset, disappointments, distress, or frustration, whether physical or mental, arising out of or in connection therewith. Participant assumes complete and full responsibility for, and hereby releases MA from, any duty of checking and verifying any and all safety and security conditions of the destination during the length of the proposed travel. MA recommends that you visit the websites of the Department of Transportation (www.dot.gov), the Federal Aviation Administration (www.faa.gov) and the Transportation Security Administration (www.tsa.gov) for current news and releases regarding public travel.

MA reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip. MA reserves the right to decline to accept any person as a member of the trip, or to require any participant to withdraw from the trip if, at any time, such action is determined to be in the best interest of the health, safety and welfare of the trip, group or of the individual participant. Under such circumstances, no refund will be given. Baggage and personal effects are solely the responsibility of the owner.

RESERVATIONS AND PAYMENTS: A non-refundable deposit (as noted on reverse) per passenger and a completed and signed Registration Form are required to secure a reservation no later than the first deposit date (as noted on reverse.) Complete payment is due 45 days prior to trip departure. Due to space availability on the tour, all registration must be pre-approved by the designated Group Leader (Band Director, Choral Choral, Orchestra Director, School Teacher, ect.) There is a \$75 per-person for changing your reservation, if permitted, once deposit has been received by MA. Checks, money orders, cashier's checks, MasterCard, Discover Card and Visa may be used for deposits and payments up to 45 days prior to departure so long as there is still space available. Once your deposit is received, you will be sent a confirmation billing statement that includes your Traveler ID Number. This number should be written on all payments. Payments may also be made online at www.MusicAmericaEvents.com.

Failure to make your monthly payments may result in your status changing from Confirmed to Pending with cancellation penalties still active. FINAL PAYMENT must be received in our office 45 days prior to trip departure. If payment is not received by the final payment date, you will automatically be cancelled. There will be a \$25 service charge for returned checks and a \$10 service charge for declined credit cards.

TRUST ACCOUNT: California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. Your payment for scheduled air services, motor coach and to secure accommodations, transfers and all other components of your tour will be placed into the WorldPass Travel Group, LLC/MA Client Trust Account #382-7081476, Wells Fargo Bank.

PRICES: The price of this travel package is set forth in this invoice based on airfares and rates in effect at the time of booking, and are subject to change once actual rates/fares are confirmed. Airfares and rates are subject to change. Price Increases could include fuel & baggage surcharges, tax increases, not meeting minimum sign up requirements, change of date or trip, and other unforeseeable fees. We will notify you in writing if these fees change and or prices increase.

Once final rooming is completed and your student is not in a quad room, MA reserves the right to bill you for the triple (3), double (2) or single (1) occupancy price stated in your package. The price of the program is based on a minimum number of paid participants per motor coach. Minimums not being met could result in additional charges or changes to the itinerary or combining with another group at MA's discretion.

CANCELLATION AND REFUND: If you cancel your reservation, your right to refund is limited, as set forth below. All cancellations and requests for refunds, if applicable, must be submitted in writing and mailed or faxed to MA's office. **NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS. Cancellations occurring after deposit but before 125 days prior to departure will result in loss of the non-refundable deposit, optional insurance costs if purchased, and any additional airline or hotel fees (if any). Cancellations received on or between 125 days prior to departure and the final payment date are assessed a \$100 cancellation fee plus optional insurance costs if purchased, and any additional airline or hotel fees (if any). Cancellations received between final payment date and 45 days prior to departure are assessed a \$100 cancellation fee plus any other additional airline, insurance, hotel, minimum, activity or motor coach fees. Cancellations received within 45 days of departure will receive no refund.** Upon cancellation of the transportation or travel services where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of the contract for transportation or travel services, all sums paid to MA for services not received by you will be promptly refunded by MA to you within 14 days after the cancellation, unless you otherwise advise MA in writing, after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that receipt of that refund by a passenger waives any additional remedies.

OPTIONAL TRAVEL PROTECTION INSURANCE: Additional Travel Protection is available and strongly recommended should you be forced to cancel for unforeseen circumstances, as specified in the insurance policy. This important, low-cost protection, which covers trip interruption/cancellation, travel delays and baggage delays, is provided by Travel Insured International and can protect your investment. Please refer to Part A of the information brochure provided to you or check out the Travel Insured International link on the www.musicamericaevents.com website. This insurance is nonrefundable and nontransferable. This insurance is optional and in order for coverage to be instated, the desired program MUST be selected and paid in full by the tour participant. However, if the tour participant does not confirm or decline the coverage, then the tour participant will be automatically invoiced for the Optional Travel Protection Insurance. No premium refunds for this insurance are available unless there is a cancellation where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of this agreement.

CANCEL FOR ANY REASON INSURANCE: If you purchase this level of insurance Plan at the same time as Your Initial trip Deposit (deposit + Insurance Cost = initial payment) and you are medically able to travel at the time you purchase Your Plan and You pay the full cost of the Cancel for any Reason Plan option, then you may cancel your trip for Any Reason up to 48 hours prior to the scheduled departure date and receive a refund of 75% maximum of the total trip cost. However, if you cancel within 48 hours of scheduled trip departure date for a covered reason (as outlined in the Evidence of Benefits brochure) you will receive a full 100% refund less insurance costs.

BAGGAGE: The air carrier allows each passenger to check in one piece at 50 pounds, plus one carry-on bag that can fit under the seat. For domestic flights, the air carrier's liability is limited to \$2,500 per passenger for both checked and unchecked baggage. MA is not responsible for damage to luggage. Carriers are not liable for damage to soft luggage.

JURISDICTION AND VENUE: The terms and conditions set forth herein are governed by, and are to be construed in accordance with, the laws of the State of California. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any term or condition or to enforce any right and/or legal remedy, such action must be brought in a State or Federal court in the State of California with a venue in the County of El Dorado.

PERSONAL EXPENSES: Tour Price includes only those services specifically stated in the tour package. Items such as snacks, clothing, room service, telephone calls, purchased activities, tipping, additional or over weight limit baggage, and other items not specifically mentioned in the trip flyer are not included and are the participant's responsibility.

SELLER OF TRAVEL: WorldPass Travel Group, LLC/MA is registered as a seller of travel services in the states of California #2079143-40, Washington #602524335, Florida #ST36354, and Nevada #2002-0822. Registration as a Seller of Travel does not constitute approval by any State. California Customers Only: In the event of the default of MA, you

may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund.

If you as a travel participant or as the person making payment on behalf of the travel participant (a "California customer") are located in California at the time of your purchase, you have a right to make a claim against the Fund for a refund of any money paid to USA that is due because of the bankruptcy, insolvency, cessation of operations, or material failure to provide transportation or travel services sold. The claim must be filed within one year after you become aware of your loss. For a claim form and additional information, write to: Travel Consumer Restitution Corporation, P.O. Box 8474, Northridge, CA 91327. Non-California customers are not covered by California Travel Consumer Restitution Fund and are not eligible to file a claim against that Fund in the event of the default of MA. Nevada Customers Only - Recovery Fund for Consumers Damaged by Sellers of Travel: You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in this state for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Nevada Consumer Affairs Division of the Department of Business and Industry at the following locations: Southern Nevada: 185- East Sahara Avenue, Suite 101, Las Vegas, Nevada 89104, 702-486-7355 (phone), 702-486-7371 (fax), ncad@fyiconsuser.org, Northern Nevada: 4600 Kietzke Lane, Building B, Suite 113, Reno, Nevada 89502, 775-688-1800 (phone), 775-688-1803 (fax), renocad@fyiconsuser.org.

TRAVEL DATES/FLIGHT CHANGES/DELAYS: Flight delays/cancellations are unfortunate but are an inherent risk in air travel and beyond the control and responsibility of MA. MA will work with the airline to re-accommodate group. **Flight deviations are not available on group air travel.**

PARTICIPANT RESPONSIBILITY: You are responsible for your actions and well-being on the entire tour, beginning and ending with air flights. It is your decision and choice to participate or not to participate in activities. Activities are not mandatory; they are voluntary. Your decision to participate is not actionable against MA. Further, you are responsible for the consequences of your participation. Participant realizes that there are inherent risks (injury/health) in travel and fully accepts responsibility for those risks. Inappropriate behavior can be cause for eviction from the program and to be sent home at your expense. Please check travel advisory boards for your particular destination. No refunds will be made for any unused portion of a trip. MA will provide staffing to guarantee a smoothly run program. **HOWEVER, MA STAFF ARE NOT CHAPERONES.** Chaperones and chaperone responsibilities are provided by the travel group and not MA. All reasonable travel documents will be provided. MA cannot be responsible for lost or misdirected mail. Changes and updates in your address and phone number should be submitted in writing or online at www.MusicAmerica.com

SCHOOL SPONSORED/NON-SCHOOL SPONSORED: Please check the itinerary to understand whether your trip is a school sponsored or non-school sponsored program. All school rules, behavior code and dress code requirements apply in either case.

DISABLED STUDENTS. If you have a disability that requires accommodation or special assistance, you must notify us in advance. Upon written request, information will be provided to you regarding accessibility to various facilities. MA does not control the disabled accessibility of any portion of the travel package. MA will attempt to work with vendors to make reasonable accommodation for disabled students. Assistance with respect to personal care matters involving handling of monies, i.e. payment for various sundry items: cognizance of distance, location and time; hygiene; feedings; and similar matters do not constitute reasonable accommodations, and the disabled student must provide and be accompanied by an attendant for such personal care matters. All costs in connection with an attendant shall be the responsibility of the disabled student. Participant must notify MA of any special needs prior to final payment date.

SHARING OF INFORMATION: Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels and other tour operators, MA may be sharing your personal information with those companies. We may share the following information: name, address, phone, birth date, gender, school you attend or teach at, and/or email. MA may capture the trip on film and digital images and use photos, videos and digital images for its marketing materials. MA appreciates your participation in our photos, videos, and evaluations, and MA reserves the right to use these to advertise tours and participant does not expect any compensation.

ENTIRE AGREEMENT: The terms of this agreement shall serve as a complete release and express assumption of risk for the undersigned trip participant, his or her parent(s)/legal guardians(s), heirs, assignees, administrators, executors and all members of his/her family. I/we have read and fully understand the provisions and legal consequences of this voluntary release/assumption of risk, and I/we hereby agree to all of its conditions.

TRIP REGISTRATION FORM:

Please complete form and return to your Trip Coordinator along with your deposit check or money order made payable to: MusicAmerica

Name of School/Group you are traveling with: _____

Traveler Information:

Legal First Name: _____ Middle Name/Initial: _____

Last Name: _____

(Name must match ID EXACTLY)

Date of Birth: _____ / _____ / _____ Male _____ Female _____

(Required)

Chaperone/Adult Leader _____ Student _____ Quad _____ Triple _____ Double _____ Single _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (_____) _____

Email: _____

(Required)

2nd Email: _____

YES, I am purchasing the “Voluntary Protection Insurance Plan”

And am including the non-refundable Plan cost with my initial deposit.

YES, I am purchasing the “Cancel For Any Reason Insurance Plan”

And am including the non-refundable Plan cost with my initial deposit.

- “Cancel For Any Reason Plan” includes the “Voluntary Protection Insurance Plan”
- “Cancel For Any Reason Plan” program fee is required at the time of the initial trip deposit

Please refer to “Welcome to the MusicAmerica Individual Payment Program” Form for Program Fees

NO, I do NOT wish to purchase either Optional Insurance Plan

- Tour Participant MUST Select or Decline the above-listed Insurance Coverages

Payment Information:

Check/Money Order #: _____ Trip Deposit + Insurance Cost = Total Payment Amount: \$ _____

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS TOUR PARTICIPANT AGREEMENT.

Signature of Legal Guardian/Parent: _____ Date: _____

Signature of Participant: _____ Date: _____

Please Mail a paper copy of my monthly statements to the address above. (If box is not checked, you will receive statements by email only.)

