

Agreement

1. KAI IS THE PRINCIPAL AND IS RESPONSIBLE TO PARTICIPANTS FOR MAKING ARRANGEMENTS FOR ALL SERVICES AND ACCOMMODATIONS INCLUDED IN THIS PROGRAM. IN THE ABSENCE OF ITS NEGLIGENCE, KAI SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF ANY OF THE HOTELS, AIRLINES, RESTAURANTS, GROUND TRANSPORTATION COMPANIES, OR OTHER SUPPLIERS OF ARRANGEMENTS, SERVICES OR ACCOMMODATIONS TO PERFORM AS SET FORTH IN THE PROGRAM LITERATURE.
2. KAI, ITS EMPLOYEES AND AGENTS, THE TEACHER-CHAPERONES AND MY LOCAL SCHOOL ARE NOT RESPONSIBLE FOR EVENTS BEYOND THEIR CONTROL SUCH AS (WITHOUT LIMITATION) STRIKES, WAR, DELAYS, WEATHER, ACTS OF GOD, OR GOVERNMENT RESTRICTIONS; OR FOR ACTS, ERRORS OR OMISSIONS OF PERSONS OR ENTITIES OUTSIDE THEIR CONTROL INCLUDING (WITHOUT LIMITATION) AIRLINES OR SURFACE TRANSPORTATION COMPANIES; OR FOR THE FAILURE OF ANY AIRLINE TO PROVIDE THE TRANSPORTATION IT HAS CONTRACTED TO PERFORM OR TO HONOR A CONFIRMED RESERVATION. I AGREE TO RELEASE KAI, IT'S AGENTS AND EMPLOYEES, MY LOCAL SCHOOL, AND THE TEACHER-CHAPERONES FROM ANY AND ALL CLAIMS ARISING OUT OF SUCH EVENTS, ACTS OR OMISSIONS.
3. THE RESPONSIBILITY OF PARTICIPATING AIR CARRIERS IS LIMITED. AMERICAN, USAIR, BRITISH AIRWAYS, AND OTHER IATA CARRIERS CONCERNED MAY NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY INCONVENIENCE, LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES DESCRIBED HEREIN, OTHER THAN THEIR LIABILITY UNDER TICKETS AND TARIFF PROVISIONS FOR CARRIAGE BY AIR FURNISHED BY THEM.
4. KAI IS NOT RESPONSIBLE FOR MY WELL-BEING WHEN I AM ABSENT FROM THEIR SUPERVISED ACTIVITIES OR ON A VISIT TO FRIENDS OR RELATIVES. I ACCEPT LIABILITY FOR ANY FINANCIAL OBLIGATIONS I MAY INCUR OR ANY DAMAGE OR INJURY I MAY CAUSE OR THAT IS CAUSED WHILE I AM PARTICIPATING IN A KAI PROGRAM. KAI MUST RECEIVE A SIGNED AGREEMENT BEFORE DEPARTURE. IT IS THE STUDENT'S AND/OR PARENTS OR GUARDIAN'S RESPONSIBILITY TO TURN IN SUCH SIGNED AGREEMENT. IF I TRAVEL WITHOUT FURNISHING KAI WITH SUCH SIGNED AGREEMENT (NO MATTER WHAT THE REASON), KAI WILL BE HELD HARMLESS IN ALL MATTERS PERTAINING TO THE TRIP. I WILL BE TOTALLY RESPONSIBLE FOR MY ACTIONS AND ALL CONSEQUENCES OF SUCH ACTIONS.
5. CONDUCT OF STUDENTS: ALL TOUR PARTICIPANTS SHALL OBSERVE REASONABLE RULES OF SAFETY AND CONDUCT AS DIRECTED BY THE TOUR ESCORT OR TEACHER-CHAPERONE. THE TOUR ESCORTS AND TEACHER-CHAPERONES HAVE ABSOLUTE AUTHORITY TO EXPEL ANY TOUR PARTICIPANT WHOSE ACTIONS OR BEHAVIOR ARE CONSIDERED DETRIMENTAL TO THE GROUP'S WELFARE. KAI IS RELEASED FROM ANY AND ALL LIABILITY TO ANY EXPELLED PARTICIPANT AND NO REFUNDS SHALL BE MADE AS A RESULT OF SUCH EXPULSION.
6. IF I BECOME ILL OR INJURED DURING THE PROGRAM, KAI WILL ASSIST IN PRESERVING MY HEALTH AND SAFETY INCLUDING (WITHOUT LIMITATION) SEEKING MEDICAL TREATMENT FOR ME AT MY OR MY PARENT'S EXPENSE AND/OR ARRANGING TRANSPORTATION FOR ME AT MY OR MY PARENT'S EXPENSE BACK TO MY HOME FOR MEDICAL REASONS. IF MY TOUR ESCORT OR TEACHER-CHAPERONE HAS INCURRED MEDICAL EXPENSES ON MY BEHALF, EITHER I OR MY PARENTS WILL REIMBURSE HIM OR HER. ABSENCE ITS GROSS NEGLIGENCE, KAI SHALL NOT BE HELD RESPONSIBLE FOR ANY MEDICAL ILLNESSES OR INJURIES INCURRED BY ME NOR FOR ANY ACTION TAKEN BY KAI TO ASSIST ME IN TREATING ANY SUCH MEDICAL ILLNESS OR INJURY.
7. ANY FILM OR VIDEO LIKENESS TAKEN OF ME WHILE PARTICIPATING IN A KAI PROGRAM AND ANY COMMENTS OR STATEMENTS MADE BY ME WHILE PARTICIPATING IN A KAI PROGRAM MAY BE USED IN FUTURE MATERIALS PUBLISHED BY KAI.
8. I AGREE THAT KAI RESERVES THE RIGHT TO CANCEL A PROGRAM FOR INSUFFICIENT PARTICIPATION OR FOR OTHER REASON. IN THE EVENT OF SUCH CANCELLATION, I UNDERSTAND THAT MY SOLE AND EXCLUSIVE REMEDY SHALL TO CHOOSE AN ALTERNATIVE TOUR OFFERED BY KAI OR RECEIVE A FULL REFUND.
9. IF I WISH TO CANCEL MY RESERVATION IN A KAI PROGRAM, I MUST DO SO IN WRITING AND WITHDRAWAL PENALTIES OUTLINED ON THE APPLICATION WILL APPLY. I HAVE NO RIGHT TO A REFUND FOR ANY ACCOMMODATIONS, MEALS, OR SERVICES I DO NOT USE AFTER THE GIVEN EVENT IS BOOKED AND PURCHASED BY KAI.
10. KAI AND THE AIR CARRIERS HAVE THE RIGHT TO SUBSTITUTE AIRLINES, TO MAKE CHANGES IN EQUIPMENT, IN THE PUBLISHED ITINERARY, IN THE DEPARTURE AND ARRIVAL DATES, TIMES, OR CITIES OR TO ALTER THE ITINERARY (SUCH AS REVERSING THE ORDER IN WHICH THE VARIOUS CITIES ARE VISITED), AND I AGREE TO ACCEPT ANY SUCH CHANGES. NO REFUNDS WILL BE MADE IN THE EVENT OF ANY CHANGES IN THE ITINERARY OCCURRING PRIOR TO OR AFTER DEPARTURE. IN THE EVENT OF ANY CHANGES, KAI WILL USE ITS BEST EFFORTS TO FURNISH ALTERNATE SERVICES.
11. KAI RESERVES THE RIGHT TO INCREASE THE PRICE OF ANY PROGRAM BY THE AMOUNT OF ANY INCREASE IN ITS COST INCLUDING (WITHOUT LIMITATION) INCREASES IN AVIATION FUEL PRICES, AIR CARRIER TARIFFS, MOTOR COACH COMPANY TARIFFS, RATES OF CURRENCY EXCHANGE (FOREIGN DESTINATIONS), OVERSEAS COSTS, AND APPLICABLE GOVERNMENT TAXES AND FEES. I AGREE TO PAY SUCH INCREASE IN PRICE AND UNDERSTAND THAT I SHALL NOT BE ENTITLED TO CANCEL MY RESERVATION AND RECEIVE A REFUND SOLELY ON THESE GROUNDS. IN THE EVENT OF PRICE INCREASES, KAI WILL PROVIDE APPROPRIATE DOCUMENTATION.
12. I HEREBY AUTHORIZE KAI TO SELECT A QUALIFIED REPLACEMENT FOR MY "HOMETOWN" TEACHER-CHAPERONE IF HE OR SHE IS UNABLE OR UNWILLING TO ACCOMPANY THE GROUP.
13. I HEREBY REPRESENT AND WARRANT THAT I DO NOT HAVE ANY MEDICAL PROBLEM WHICH WOULD AFFECT MY PROGRAM PARTICIPATION.
14. IF I AM A NON-U.S. CITIZEN, I UNDERSTAND THAT I AM RESPONSIBLE FOR OBTAINING ALL APPROPRIATE PASSPORT AND/OR VISAS.
15. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

(IF APPLICANT IS UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST AGREE TO TERMS AND CONDITIONS ON APPLICANT'S BEHALF, AND SIGN)

SIGNATURE OF APPLICANT:

SIGNATURE OF PARENT OR GUARDIAN:

X _____ DATE: _____

X _____ DATE: _____