



Footsteps of the First

FIRST DIVISION MUSEUM TRAVEL PROGRAM

From Normandy to the Bulge: The First Division's Race Across Europe

First Division Museum

September 5 - 16, 2021

Terms & Conditions

When you enroll in a First Division Museum From Normandy to the Bulge: The First Division's Race Across Europe, you are asked to sign our Terms & Conditions. We require all travelers to sign this document before traveling with us.

TRIP COST

Prices are listed in U.S. dollars and are based on a person sharing a room with another. While we do our best to maintain the listed price, because our prices are set over a year in advance, we reserve the right to increase costs due to circumstances beyond our control, including tariffs, taxes and VAT received after prices are published and to reflect fluctuations in foreign exchange markets. The land cost is based on a minimum number of guests.

WHAT IS INCLUDED

- Comprehensive educational program by experts and professional on-site guides
- All accommodations and meals as outlined in the itinerary
- All ground transportation within the itinerary unless otherwise indicated
- All sightseeing as specified in the itinerary
- Entrance fees
- Gratuities to porters, drivers, and guides
- Transfers to and from airports for those arriving or departing according to the designated itinerary
- Baggage handling for one checked piece and one carry on piece per person
- The assistance of an ATA tour manager for comprehensive logistical and customer service management on the trip
- The assistance of an ATA professional travel team to assist with pre-trip questions, travel arrangements, including flights, extra hotel nights, or other services
- Comprehensive pre-departure information about the destination and what to expect on the trip, including a suggested reading list



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WHAT IS NOT INCLUDED

- U.S. domestic or international airfare or other transportation from your home to the departure point of the trip and from the end point of the trip to your home
- Airport transfers and baggage handling for travelers arriving well before or after the planned group transfer or departing the trip before or after the planned group transfer
- Travel and trip cancellation insurance
- Passport, visa, airport departure and excess baggage fees
- Meals not specified in the itinerary; food and beverages not part of the included meals
- Personal items such as telephone, fax and internet charges, laundry, room service, alcoholic or other beverages not specified as included
- Gratuities for non-group services
- Expenses resulting from delays due to bad weather, road conditions, sickness, government action, and flight delays
- Expenses incurred in making individual travel arrangements in conjunction with the trip

SINGLE ROOMS

A limited number of single rooms are available at extra cost on a first-come, first-served basis, but availability cannot be guaranteed. Please understand that, in some hotels, single rooms are very small. The premium you pay is for privacy, not spaciousness.

PAYMENT SCHEDULE

\$500.00 deposit is due upon application. The balance is due in full upon receipt of invoice, 60 days before departure. Acceptable forms of payment for the deposit are Visa, MasterCard, or American Express credit or debit cards. Final payment may be made by credit card, debit card, check or wire transfer. If final payment is not received by 45 days prior to departure, your space is subject to cancellation. If you are making a reservation within 60 days of the trip's departure, full payment will be required upon confirmation.

CANCELLATION AND REFUNDS

All cancellations must be submitted in writing (email or fax) to Academic Travel Abroad, Inc. (ATA). Per person cancellation fees are based on the date of the cancellation notice reaching ATA. More than 60 days prior to departure, full refund of deposit. Cancellation within 60 days of departure, no refund. Cancellation on day of departure or after tour departs: no refund. No refund for unused portions of tour, including, but not limited to, missed meals, hotel nights and sightseeing. Cancellation of program



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by the sponsoring organization and ATA: full refund. Reservations are not transferable without the explicit approval of the sponsoring organization and ATA. NOTE: Neither the sponsoring organization nor ATA accepts liability for any airline or train cancellation penalty incurred by the purchase of a nonrefundable airline or train ticket to the tour departure city or return.

INSURANCE

We strongly recommend the purchase of trip cancellation insurance, which is available for coverage of expenses in conjunction with cancellation due to illness or accident, and medical insurance. Baggage insurance is also recommended. In the event that you must cancel your participation in a travel program, trip cancellation insurance may be the only source of reimbursement. We will send you information from Travel Insurance Services, or you may obtain coverage through a company of your choice. All ATA trips include Emergency Evacuation Insurance as part of the trip price.

A NOTE ABOUT THE ITINERARY

While every effort will be made to carry out the program as planned, the nature of travel is unpredictable and we must be prepared for changes. The itinerary as described is subject to modification by ATA.

FITNESS TO TRAVEL, ACTIVE ELEMENTS

To enjoy your travels to the fullest, you should be in good physical and mental health. Any physical or mental condition requiring special attention, diets, or treatment must be reported in writing when the reservation is made (or at such later time when you become aware of such a condition). We reserve the right to decline to accept or retain any person as a participant to the extent permitted by applicable law should such a person's health, mental condition, physical infirmity, or attitude jeopardize the operation of the travel program or the enjoyment of other participants. All health information is protected and treated as confidential.

Some of our trips incorporate active elements such as hiking, climbing, biking or canoeing. You are responsible for familiarizing yourself with the level of activity that will be involved in your trip and assessing your ability and willingness to participate. Any such activity is entirely optional. In some cases, on-site providers may require you to sign an additional waiver/release to participate in an activity that involves additional risks or a certain fitness level. In these cases, we do our best to share these waivers with you in advance of the trip. By signing below, you are representing that that you are physically and mentally able to understand the risks, foreseeable and unforeseeable; to safely participate in the selected activities and services; and of sufficient intelligence and maturity to understand and follow safety protocols.

PASSPORT AND VISA REQUIREMENTS

You are solely responsible for complying with passport and visa requirements. For U.S. travelers, international travel requires a passport valid six (6) months beyond your intended return travel date. In



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many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. It is recommended that you check with the U.S. Department of State website for the latest passport and visa requirements.

LIABILITY DISCLAIMER

First Division Museum travel programs are managed by Academic Travel Abroad, Inc. (ATA), a professional travel company, hired as an independent contractor. ATA and First Division Museum act only as agents for the participant with respect to all transportation, hotels, and all matters of reservations and trip operation. The hotels and other suppliers providing travel or other services through the travel program are independent contractors and not agents or employees of First Division Museum or ATA.

First Division Museum and ATA do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the travel products and services (including, without limitation, photographs, hotel quality and amenities, and general product descriptions, etc.).

First Division Museum and ATA further are not liable for the acts, defects, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or their agents, or representatives or for any loss, personal injuries, death, property damage, delay, irregularity, or other damages or expenses, including, without limitation, direct, indirect, punitive, incidental, special or consequential damages, resulting therefrom whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if First Division Museum and ATA and/or their respective suppliers have been advised of the possibility of such damages.

First Division Museum and ATA have no liability and will make no refund in the event of any losses or delays arising from sickness, pilferage, strike, fire, riot, emergency, acts of terrorism, weather conditions, force majeure or other causes beyond their direct control, including, without limitation, any acts of any government or authority. All such losses or expenses shall be borne by the program participant.

If, regardless of the above limitation, First Division Museum or ATA or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with the travel program, then First Division Museum, ATA, and/or their respective suppliers' liability will in no event exceed, in the aggregate, the greater of (a) the service fees paid in connection with the travel program, or (b) One-Hundred Dollars (US\$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed of its essential purpose. The limitations of liability provided in these Terms and Conditions inure to the benefit of First Division Museum, ATA, and/or their respective suppliers.



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BY OFFERING RESERVATIONS FOR TRAVEL TO INTERNATIONAL DESTINATIONS, First Division Museum AND/OR ATA DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

We reserve the right to cancel any trip prior to departure in which case the entire payment will be refunded without further obligation on our part. If a trip in progress must be interrupted or cancelled, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Trip. If we cancel a Trip, we are not liable for any other costs, damages, or refunds for any loss, delay, disappointment, or expense.

We likewise reserve the right to decline to accept or retain any trip participant at any time without being under any obligation to assign any reason therefore. In the event of the exercise of this right, we shall be under no liability to such person(s) except to refund such amount as our absolute discretion deems reasonable to attribute to the uncompleted portion of the trip.

Baggage is carried at the owner's risk entirely. It is understood that air, ship or train tickets when issued shall constitute the sole contract between the participant and carrier concerned. The airlines and all other transportation companies involved in this trip are not to be held responsible for any act, omission, or event during the time the participants are not on board their plane or conveyances.

All services are subject to the laws of the country in which they are rendered.

The participant agrees on behalf of herself/himself, her/his dependents, heirs, executors, administrators and assigns to abide by the above conditions and to release and hold harmless, First Division Museum and Academic Travel Abroad, Inc., and any of their representatives from any and all liability for any delays, damage, loss, injury or death occurring in relation to this trip. The participant further agrees to defend and indemnify First Division Museum, ATA, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of these Terms and Conditions or the documents referenced herein;
- Your violation of any law or the rights of a third party; or
- Your violation of any supplier rules or restrictions; or
- Your gross negligence, fraud or willful misconduct.

CALIFORNIA SELLER OF TRAVEL PROGRAM

CST #2059002-40



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ATA is a participant in the California Seller of Travel program. California law requires that certain sellers of travel have a trust account or bond. ATA has a trust account. ATA is not a participant in the California Travel Consumer Restitution Corporation.

TRIP PARTICIPANT RESPONSIBILITY STATEMENT AND LIABILITY DISCLAIMER

Read Carefully: Responsibility Statement and Liability Disclaimer

ATA acts only as an agent for the respective suppliers of goods and services (e.g., hotels, airlines, railroads, bus companies, local trips, etc.) by making arrangements for transportation, accommodations, and other services. Neither First Division Museum, nor ATA, control, own, or operate these suppliers. The suppliers are independent contractors. Neither First Division Museum, nor ATA shall be held liable for personal injury, death, property damage or accident, delay or irregularity arising out of any act or omission of these suppliers. First Division Museum and ATA reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of trip participants.

First Division Museum and ATA also reserve the right, without penalty, to withdraw the trip announced, to decline to accept any person as a participant in a trip, or to require any participant to withdraw from the trip at any time, when such action is determined by trip staff to be in the best interests of the health, safety or general welfare of the trip group or the individual participant, subject only to the requirement that the recoverable portion of the total amount paid that corresponds to the cost of unused services and accommodations be refunded, if any. Participants are encouraged to purchase airline tickets no sooner than 60 days before the trip begins to avoid airline cancellation penalties if a trip is canceled or otherwise modified subsequent to the participant's purchase of those tickets. First Division Museum and ATA accept no liability for the purchase of non-refundable airline tickets to the trip departure city and return. Baggage and personal effects are at all times the sole responsibility of the participant. Participants are encouraged to purchase of travel insurance.

Dates, schedules, program details, and costs, although provided in good faith based on information available at the time of publication of the brochure or catalog, are subject to change and revision.

AS A CONDITION OF ACCEPTANCE OF ANY APPLICATION, EACH APPLICANT MUST AGREE TO THE STATEMENT SET FORTH BELOW:

The undersigned has read carefully the Responsibility Statement and Liability Disclaimer set forth above, the schedule of activities for this trip, as well as the terms and conditions of application and participation as set forth in the trip brochure(s), and recognizes and accepts any risk associated with the trip and the conditions, including the refund policy, set forth in the trip brochure(s). The undersigned further acknowledges that there are many risks and uncertainties inherent in any travel trip, including but not limited to the hazards of various modes of transportation, forces of nature, acts or omissions of foreign governments, terrorism, war or insurrection, theft, illness, and damage to person or property due to the negligent acts or omissions of suppliers, trip staff or others. In consideration of, and as part payment for, the right to participate in the trip, the undersigned, on behalf of himself, his dependents,



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heirs, executors, administrators and assigns, hereby waives, releases, and discharges First Division Museum, its directors, shareholders, officers, employees, representatives or agents, and ATA and its officers, directors, shareholders, employees, and agents, (Releasees) from liability, claims, demands, injuries, damages, consequential or indirect damages, actions or causes of action for personal injury, death, property damage or loss suffered by any person in connection with this trip, even if caused by the active and passive negligence or omission of trip staff, suppliers, or other related persons or entities, and, further indemnifies, holds harmless and promises not to sue the Releasees from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of a Releasee or otherwise. In addition, by registering for this trip, the applicant certifies that he or she is mentally and physically capable of full participation in this trip.

By registering for a First Division Museum travel program, the participant agrees to the Responsibility Statement and Liability Disclaimer and the Terms and Conditions herein and that the participant acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver and release of liability.