

OFFICE OF THE PRINCIPAL
GLENBROOK NORTH HIGH SCHOOL

To: Dr. Charles Johns

From: Dr. John Finan

Re: GBN Orchestris Trip to New York, NY.

Date: September 3, 2019

Attached is the formal request from GBN Orchestris sponsors, Ashley O'Brien and Monica Mills to take orchestris students on a performance and educational tour to New York, NY. from January 16-20, 2020. The estimated cost of the tour, based on 30 travelers, is \$1699 per student. Students interested in this trip can begin to participate in fundraising opportunities, which can significantly reduce the cost.

This is an Educational Tour covered under Board Policy 7050. The Educational Tour is conducted by the district, but not financed by the district and requires approval from the principal, superintendent, and Board.

I support this request. It is a unique opportunity for our students to refine their performance skills and build community with students and staff while providing a valuable learning experience.

JF:rp



Glenbrook North High School-Student Activities

2300 Shermer Rd., Northbrook, IL 60062-6700 · Phone: 847-509-2670 · Fax 847-509-2411

August 29, 2019

Dr. Finan,

Please consider this as my formal request to take members of Orchesis Dance Company to New York City, NY, from January 16-20, 2020. I've included our preliminary itinerary along with hotel, flight, and other travel information.

Highlights of this tour include special masterclasses, Broadway and professional dance performances, and tours of Radio City Music Hall. I have worked closely with our representative at Brightspark Travel to create this exciting and educational itinerary. Groups at GBN have used Brightspark for over 40 years, and I am confident that we can provide a great experience at a good price. Included in the cost of our trip are:

- Round trip bus transportation between GBN and O'Hare and subway passes
- Air fare and hotel (Holiday Inn Express Chelsea)
- Breakfast and dinner daily
- All classes, performances, and tours
- All tickets, transfers, and tips

You will see on the proposed itinerary holds for masterclasses. We are confirming times with two dance studios (Broadway Dance Center and Ailey Studios) and two dance companies (Complexions and Jennifer Muller) for private masterclass times.

We will continue to provide significant opportunities for students to fundraise in order to defray all or part of the cost of the trip. In the past, motivated students from other groups have earned enough from these fundraisers to pay for the entire cost of previous trips. Our current trip is priced at \$1,699 based on 30 paying travelers. We will have 2 staff members and approximately 3 parent chaperones, so students will be safe and well supervised. There will be 1 chaperone per 5 students.

Finally, you will see that the meal cost is quite high in the cost allocation sheet. This includes our tickets and activity costs as well.

Please let me know if you need additional information about our proposal.

Thank you for your consideration,

Ashley O'Brien and Monica Mills



Field Trip Request for Overnight Trips

Revised: December 2017

Trip Description

Type of Field Trip: ☐ Instructional ☐ Student Activity / Co-Curricular

School: ☐ Glenbrook North ☐ Glenbrook South ☐ Other: _____

Sponsor(s): _____ Extension: _____

Activity / Class Name: _____

Description: _____

Date(s) of Trip: _____

Number of Chaperones: _____ Number of Students: _____

Names of Chaperones: _____

Transportation Information

Departing from: _____ date: _____ at: _____ ☐ AM ☐ PM

Traveling to (complete address): _____

Returning from (complete address): _____ date: _____ at: _____ ☐ AM ☐ PM

Returning to: _____ date: _____ at: _____ ☐ AM ☐ PM

Students released from class (indicate time or blocks): _____

Permission Slip Needed? ☐ Yes ☐ No Waiver Slip Needed? ☐ Yes ☐ No Should the bus remain with the trip? ☐ Yes ☐ No

Car(s): _____ Bus(es): _____ D225 Van(s): _____ Other: _____

Financial Information

Does this trip require money to be collected from students? ☐ Yes ☐ No

Begin Collection on: _____ End Collection on: _____

Cost Per Student

Cost per Student*: \$ _____

* See attached cost allocation worksheet for additional expense detail.

Accounting Details

	<u>Instructional / Course Field Trip</u>	<u>Student Activity / Co-Curricular Field Trip</u>
Account Number:	GBN: <input type="checkbox"/> 10L200 4850 0000 00 000000	<input type="checkbox"/> _____
	GBS: <input type="checkbox"/> 10L300 4850 0000 00 000000	Please write account number above.

For Business Services Department Use

Bank Cash Account: ☐ Cash Receipts ☐ Agency Fund

Approval

Requestor:	_____	Date:	_____
Instructional Supervisor or Assistant Principal*:	_____	Date:	_____
Associate Principal:	_____	Date:	_____

* Instructional field trips require the signature of an Instructional Supervisor; Student Activity field trips require the signature of the Assistant Principal.

Superintendent and Board of Education Approval *

Principal:	_____	Date:	_____
Superintendent:	_____	Date:	_____
Board of Education:	_____	Date:	_____

* Board Policies 7050 (Educational Travel Experiences) and 7230 (Student Trips) require the recommendation of the Principal and approval of the Superintendent for all overnight student trips. Approval of the Board of Education is required for all student trips conducted outside of the State of Illinois or adjacent states, as well as educational tours requiring one day or more of student absence.

For School Office Use

Date Request Received:	_____		
Date Trip Approved:	_____		
Date Bus Ordered:	_____		
Date D225 Van Reserved:	_____		
Cost of Transportation:	_____		
Request Sent to Business Services Department:	GBN: <input type="checkbox"/> gbnfeesetup@glenbrook225.org	Date:	_____
	GBS: <input type="checkbox"/> gbsfeesetup@glenbrook225.org		_____

For Business Services Department Use

Fee Setup Activities: ☐ Master Fee Roster ☐ PowerSchool ☐ e~Funds for Schools

☐ Notice to Bookstore ☐ Notice to Faculty Sponsor and Department Assistant

Trip Information

Trip Description: GBN Orchestis NYC Trip

Staff Expenses

Number of Staff: 2

<u>Per Staff Member</u>		<u>Total Staff Expenses</u>	
Meals:	\$	Meals:	\$ 0.00
Transportation:		Transportation:	
Air	\$	Air	\$ 0.00
Bus / Car	\$	Bus / Car	\$ 0.00
Lodging:	\$	Lodging:	\$ 0.00
Total Cost:	\$ 0.00	Total Cost:	\$ 0.00

Meal Per Diem Maximum Reimbursement Rates

Breakfast \$ 4.00

Lunch \$ 8.00

Dinner \$ 20.00

Per Day \$ 32.00

Student Expenses

Number of Students: 30

<u>Per Student</u>		<u>Total Student Expenses</u>	
Meals:	\$ 649.00	Meals:	\$ 19470.00
Transportation:		Transportation:	
Air	\$ 250.00	Air	\$ 7500.00
Bus / Car	\$ 200.00	Bus / Car	\$ 6000.00
Lodging:	\$ 600.00	Lodging:	\$ 18000.00
Total Cost:	\$ 1699.00	Total Cost:	\$ 50970.00

Other Expenses

Registration:	\$
Judging:	\$
Officiating:	\$
Total Cost:	\$ 0.00

Total Trip Expenses

Staff Expenses:	\$ 0.00
Student Expenses:	\$ 50970.00
Other Expenses	\$ 0.00
Total Cost:	\$ 50970.00

Payment Responsibility

Paid by Students:	\$ 50970.00	Per Student Cost: \$ 1699.00
Paid by District:	\$ 0.00	

Description of Expenses Paid by Students

Day One - Thursday January 16, 2020

6:00 PM Flight departs

9:00 PM Flight arrives

Tour Director meets group in baggage claim

Board motorcoach and depart

11:00 PM Check in to hotel: Holiday Inn Express NYC Chelsea

Private overnight security at the hotel each evening

Day Two - Friday January 17, 20208:00 AM **Breakfast at your hotel**

Morning free for scheduled workshops/clinics

Lunch is at your own expense

3:30 PM **Radio City Music Hall Stage Door Tour**5:30 PM **Dinner at Bill's Bar and Burger**8:00 PM **Performance - TBD****Day Three - Saturday January 18, 2020**8:00 AM **Breakfast at your hotel**

9:00 AM Morning free for scheduled workshops/clinics

Lunch is at your own expense

Explore Central Park

5:30 PM **Dinner at John's Pizzeria**8:00 PM **Broadway Show - TBD****Day Four - Sunday January 19, 2020**8:00 AM **Breakfast at your hotel**9:00 AM **National September 11 Museum and Memorial**

Chinatown - free time to explore

Little Italy - free time to explore

Lunch is at your own expense

Explore Times Square

5:00 PM **Take a Group Photo in Times Square**6:00 PM **Dinner at Ellen's Stardust Diner**8:00 PM **Top of the Rock Observatory****Day Five - Monday January 20, 2020**8:00 AM **Breakfast at your hotel**10:00 AM **Lincoln Center for Performing Arts guided tour**

Lunch is at your own expense

12:30 PM Board motorcoach

4:00 PM Flight departs

5:30 PM Welcome Home!

Approximate arrival

In keeping with Brightspark's commitment to safety and security, all of our itineraries are compliant with Department of Transportation rules and regulations giving drivers at least 9 hours off each night and a maximum of 15 hours on duty during any 24 hour period.

Your Brightspark Tour Director and Guides reserve the right to revise your group's itinerary due to unforeseen circumstances such as traffic, road closures, site closures, and weather. Your Tour Director or Guide will consult with the Group Leader and Bus Driver(s) on any changes.



Ashley Burns
Glenbrook North HS Orchesis
2300 SHERMER RD
NORTHBROOK, Illinois 60062-6722

August 20, 2019

Dear Ashley,

I am excited to help plan your group's tour to New York! Based on our previous discussions, I've prepared a custom tour proposal to ensure your specific needs are met. Please review this proposal carefully and let me know if there are any adjustments you would like to make.

The next page outlines the specifics of your tour, but the main details are as follows:

- Glenbrook North HS Orchesis will travel to New York from January 16, 2020 through January 20, 2020.
- Brightspark Travel will provide inclusions as listed on the following page.
- Pricing is listed on the following page, and is based on 30 paying participants and 2 complimentary chaperones. Changes to the passenger count may result in pricing changes unless RGP is included.
- Brightspark Travel could administer all participant billing and collection through its individual billing program.

If everything looks good, we can move to the next phase of the planning process! Just sign and return the agreement to me via email or fax. Then, we will start booking reservations and participants can begin enrolling in your tour.

Keep in mind the pricing I have listed here is only guaranteed until **September 9, 2019**. I look forward to speaking with you soon!

Best,

Kristina Orticelli
Tour Consultant
(708)831-7124
korticelli@brightsparktravel.com

**Expand
Worldviews**

**Foster
Independent
Learning**

**Promote
Higher
Education**

**Inspire
Career
Choices**



Tour Details

Destination: New York

Departing: Thursday January 16, 2020 PM

Returning: Monday January 20, 2020 PM

Tour Pricing by Participation

Paying Passengers	30	25
Complimentary Chaperones	2	2
Student Price (Quad Occupancy)	\$ 1699	\$ 1795
Paying Adult Price (Double Occupancy)	\$ 2044	\$ 2140

What's Included

Transportation

- Round-trip transportation via Air

Accommodation

- 4 Nights - Holiday Inn Express Chelsea
- Quad occupancy for Students (2 beds per room)
- Double occupancy for Chaperones (2 beds per room)
- Night security each evening at the hotel

Additional Inclusions

- All Admission Fees to Scheduled Activities
- Guided Sightseeing
- Brightspark Staff including 24-Hour Emergency Hotline
- All Taxes and Gratuities
- "Help Me Travel" Online Fundraising Tool
- Lanyards and Emergency Cards for Each Passenger
- Drawstring Backpacks
- A one-of-a-kind, fun-filled educational experience

Meals

- 4 Breakfasts
- 3 Dinners

Additional Inclusions

- All Taxes and Gratuities
- Professional Tour Director
- Online Tour Management Tool
- 24/7 Emergency Support
- Overnight Hotel Security
- Brightspark Drawstring Bags, Lanyards & Luggage Tags
- Travel Guard Health & Accident Insurance
- Travel Guard Trip Delay Protection
- General Liability Insurance

Tour Highlights - *all sites pending confirmation*

- Dance Show - TBD - \$100 Budget
- Broadway Show - TBD - \$125 Budget
- National September 11 Museum and Memorial
- Radio City Music Hall Stage Door Tour
- Lincoln Center for Performing Arts
- Group Photo in Times Square
- Times Square
- Central Park
- Top of the Rock Observatory

Brightspark Advantage

- 30+ Years of Experience
- Member of Student & Youth Travel Association
- Member of American Bus Association
- Member of National Association for Music Educators
- Member of US Tour Operators Association
- Most comprehensive refund guarantee plan in the industry



NO REGRETS.

Get a full refund at any time, for any reason.

WHAT IS REFUND GUARANTEE PROTECTION (RGP)?

For parents, student tours are an investment—but they don't have to be a risky one. With RGP, parents can cancel their child's tour at any time, for any reason, and every penny spent on trip payments will be returned to them. Right up until the moment a tour departs, parents are guaranteed a 100% refund on all payments*—including the nonrefundable deposit.

**The cost of RGP will not be refunded in case of cancellation*

Refund Guarantee Protection (RGP)

- Cost for individual participation: **\$169.00** per person



Payment Schedule

Installment	Due Date	Quad Occupancy
Registration Fee	10/1/2019	\$900
2	11/22/2019	Final Balance

By signing below, I hereby agree to all attached terms and conditions. I also acknowledge that Brightspark Travel, Inc. reserves the right to purchase travel insurance as an inclusion to my travel arrangements on my behalf. Further, by signing below I hereby give authorization to Brightspark Travel, Inc. for trip delay benefits if my travel arrangements are impacted and expenses are incurred. I agree to complete the claims documentation directly to the insurance provider to assist with the claim, as needed.

On Behalf of Glenbrook North HS Orchesis Representative:

Ashley O'Brien
Signature
8/30/19
Date
Ashley O'Brien
Name
Director of GBN Orchesis
Title

On Behalf of Brightspark Travel, Inc. Representative:

Kristina Orticelli
Signature
08/20/2019
Date
Kristina Orticelli
Name
Tour Consultant
Title

Please email or fax (708-377-2288) this tour agreement to your
Tour Consultant today!



BRIGHTSPARK TRAVEL, INC.

PAYMENT & GENERAL TERMS AND CONDITIONS

FOR ALL TOURS

TOUR PRICE

The Tour price is based on the projected number of Tour participants, Tour package inclusions and Tour dates as indicated on the Tour Agreement or Parent Letter. Tours which operate below the projected number are subject to price adjustments based on fixed costs. You will be notified of any surcharges in advance of final invoicing.

FIXED GROUP COSTS

Each Tour contains fixed costs that must be paid no matter the size of the group. Fixed costs can include motor coaches, step-on guides, security guards, prepaid non-refundable costs (i.e. theatre tickets), etc., and the expenses of non-paying Tour participants.

TOUR ARRANGEMENTS

Hotel space, ground and/or air transportation, attractions, and/or services are being booked for your group as outlined in your Tour Agreement or Parent Letter. Changes to your itinerary are likely in the booking process because of availability for some attractions at certain times. Some Tour activities cannot be booked until the group's first payment is received. Approximately sixty (60) days prior to your departure date you can expect to receive a proposed itinerary including hotel and transportation arrangements. Your Brightspark Travel, Inc. representative will contact you to review the proposed itinerary and document any changes. At twenty (20) days prior to your departure date you can expect to receive your final itinerary.

FUEL SURCHARGES, TAXES AND OTHER FEES

The Tour price includes all known surcharges (fuel, taxes and other fees) known at the time the group contracted with Brightspark Travel. However, given the volatile nature of fuel prices, suppliers (for example, airlines and coach carriers) at times must assess a fuel surcharge which is not known by any party at the time of contracting service. You will be informed of any fuel surcharge prior to your final payment due date. No surcharge will ever be assessed after the final payment due date.

Additionally, for air tours, airline bag fees, unless otherwise indicated on the Tour Agreement or Parent Letter, are NOT included in the price of the Tour and are the responsibility of the individual or group checking bags or instruments.

Occasionally a governing body will add a tax after transportation has been contracted. Any taxes not in existence at the time the Tour was contracted will be assessed back to the group.

It is important to know that Brightspark Travel works closely with all its suppliers to eliminate or minimize any surcharges related to fuel, taxes or fees. In recent years we've been able to absorb many small increases and not pass them back to our travelers. Given the rising price of fuel, it's important to know a fuel surcharge could be assessed if the price of oil continues to increase.

REFUND GUARANTEE PROTECTION (RGP) FOR US DOMESTIC AND CANADIAN DESTINATIONS ONLY

Brightspark Travel offers a cancellation protection program that covers Tour payments should the passenger not be able participate for any reason. RGP is a highly recommended optional program at an additional charge. RGP must be paid at the time of the initial Tour registration. The price of RGP can be found on the Tour Agreement and the Parent Letter.

If you have purchased RGP and cancel, all payments made by you over and above the cost of the protection are 100% refunded.

PAYMENTS

A payment schedule has been laid out on the Parent Letter and Tour Agreement. Payments are accepted via check, credit card (online only) or organization Purchase Order. You will have the option of paying in installments, or paying for the Tour in full in one payment.

INITIAL REGISTRATION FEE

A non-refundable registration fee per passenger plus the cost of the elective Refund Guarantee Protection Program, if selected, (for US Domestic and Canadian Destinations only) will be required to register for a Tour. The cost of this registrant fee can be found on the Tour Agreement and Parent Letter. This registration fee will be applied to the cost of your Tour. If the tour is cancelled by the Trip Sponsor within 30 days from the initial payment due date, then the full amount of the registration fee (and RGP, if applicable) will be refunded.

FUNDRAISING PAYMENTS

All fundraising payments must be provided to Brightspark Travel two weeks before all final installments are processed. This will allow passengers to pay only what is due on their final account. Any group fundraising that is sent in after this date will be charged a \$75 flat processing fee per fundraising campaign (to be paid by the organization).

LATE PAYMENTS

All accounts, whether group pay or individual pay, must be up to date and paid in full 60 days prior to departure. Each installment that is late will be charged \$15 per passenger. Passengers will not be permitted to participate in the Tour if their account is not paid in full. Brightspark Travel reserves the right to cancel a Tour or Tour participant due to insufficient funds or non-payment.

NSF CHECKS

A \$35 fee per each non-sufficient fund check will be applied. Should your final installment check be returned NSF, we will require guaranteed payment for that installment plus the fee immediately. Passengers will not be permitted to participate in the Tour if their account is not paid in full.

LATE REGISTRATION FEE

A fee totaling 10% of the Total Tour Package Price will be assessed for an individually billed participants registering within 60 days of departure.

RE-INSTATEMENT FEE

A \$50 fee, plus any additional airfare costs, will be assessed if you cancel your reservation and choose to re-instate at a later date.

NAME CHANGE FEE

For Domestic Tours, a \$150 fee will be assessed for any changes requested within 21 days of departure. For International Tours, a \$200 fee will be assessed for any changes requested within 21 days of departure.

MANUAL INSTALLMENT FEE

If you utilize a manual installment process to pay for your tour, installment payments must be made by the dates noted on your Registration Information and there will be a \$5.00 fee levied for each installment.

SOLD OUT TRIPS WAITING LISTS

In the case of trips that are sold out, additional participants will be entered onto a waiting list and added to the Tour as space permits. Participants on the waiting list will be informed of their status as follows:

- Individually Billed Accounts - by Brightspark Travel via an email indicating status after consulting with trip sponsor
- Group Pay Accounts - by the trip sponsor

ROOMING LIST

The organization will be required to submit a rooming list 60 days prior to departure to ensure the group is appropriately accommodated. Should the organization submit this late, a \$75 penalty will be charged to the organization.

REQUIREMENTS

For the protection of the sponsoring organization and its leaders as well as Brightspark Travel, the following applies on all Tours that Brightspark Travel coordinates:

- Tour rules must be adopted and shared with all Tour participants. Tour rules are at the discretion of the trip sponsor and must not violate any local health or safety regulations.
- Medical Release and Proxy form must be signed a participant's parents/guardian and carried on Tour.
- Brightspark Travel's cancellation policy for Individual Participants must be distributed to all paying participants so they know what to expect if they cancel from a Tour.

ACCIDENT AND ILLNESS PROTECTION FOR: US DOMESTIC

Accident, illness and accident-related dental insurance coverage is provided for all participants. Limits per single occurrence are \$5,000 for accident, \$1,500 for illness and \$750 for accident related dental. Any charges not covered by this insurance are the responsibility of the participant. Pre-existing conditions are not covered under this policy. Complete terms and conditions of insurance are available from Brightspark Travel, Inc.

CANCELLATION POLICY FOR ORGANIZATIONS

If the sponsoring organization or trip sponsor cancels the entire Tour, the following penalties apply:

DOMESTIC TOURS

- Within 30 days of deposit date noted on payment schedule, no penalty or cancellation fees will be incurred. However, group is responsible for any non-refundable vendor payments made on behalf of the group
- 31 days from initial payment due date to 81 days prior to departure, 15% of Total Tour Package Price
- 80-61 days prior to departure, 25% of Total Tour Package Price
- 60-46 days prior to departure, 50% of Total Tour Package Price
- Within 45 Days Prior to departure, 100% of Total Tour Package Price

ONE-DAY DOMESTIC TOURS

- Before 60 days from departure, no penalty or cancellation fees will be incurred. However, group is responsible for any non-refundable vendor payments made on behalf of the group
- 60-31 days prior to departure, 25% of Total Tour Package Price
- 30-15 days prior to departure, 50% of Total Tour Package Price
- Within 15 Days Prior to departure, 100% of Total Tour Package Price

CANCELLATION POLICY FOR INDIVIDUALS

The registration fee is non-refundable (except if the Trip Sponsor cancels the trip within 30 days from the initial payment due date or the participant selects RGP). In addition to that fee, cancellation penalties will be calculated based on the total Tour cost as follows:

DOMESTIC TOURS

- Within 30 days of deposit date noted on payment schedule, Registration Fee only
- 31 days from initial payment due date to 81 days prior to departure, 15% of Total Tour Package Price plus Registration Fee
- 80-61 days prior to departure, 25% of Total Tour Package Price plus Registration Fee
- 60-46 days prior to departure, 50% of Total Tour Package Price plus Registration Fee
- Within 45 Days Prior to departure, 100% of Total Tour Package Price

ONE-DAY DOMESTIC TOURS

- Before 60 days from departure, Registration Fee only
- 60-31 days prior to departure, 25% of Total Tour Package Price plus Registration Fee
- 30-15 days prior to departure, 50% of Total Tour Package Price plus Registration Fee
- Within 15 Days Prior to departure, 100% of Total Tour Package Price

NOTICE OF CANCELLATION

All passengers cancelling from a Tour must notify Brightspark Travel in writing. Cancellations are accepted via email, fax or mail.

Email: customersupport@brightsparktravel.com
Fax: 708-377-2288
Mail: Brightspark Travel, Inc., 8750 W. Bryn Mawr Ave., Ste. 450E
Chicago, IL 60631

REFUNDS FOR CANCELLATIONS

Refunds are issued for cancellations in the same manner as payment was received. Checks are issued for check payments and credits on debit/credit accounts. All cancellations must be in writing. Refunds may take 4-6 weeks to process.

For group pay accounts refunds are issued directly back to the organization unless otherwise directed by the organization.

For individual billing accounts refunds are issued directly back to the payee (generally a parent or guardian) except for fundraising monies or payments made on behalf of the individual by the school or organization, in which case those monies will be refunded back to the school or organization unless directed otherwise by the Trip Sponsor.

PASSENGER NAME CHANGE ON TRIPS WITH AIRFARE COMPONENT (FOR ORGANIZATIONS ONLY)

Brightspark Travel will process a name change on an air ticket if the airline allows for it. All fees assessed by the airline to process the name change will be passed on to the Organization. The latest name change on an air ticket will be processed by Brightspark Travel is 30 days prior to departure.

GENERAL

Brightspark Travel reserves the right to make changes in the itinerary whenever, in its sole judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the Tour.

Brightspark Travel has permission to use, without compensation, any photo, film or video likeness taken of a participant as well as any comment or statement made by him/her while taking part in a Brightspark Travel Tour in materials published by Brightspark Travel.

Brightspark Travel will work to accommodate all persons with disability needs. If you have a disability and require assistance when traveling, notify us as soon as possible. Please note that payment for contracted services such as interpreters, one on one aides and so forth are the responsibility of the parents or sponsoring organization and not Brightspark travel.

The traveler is responsible for obtaining the appropriate identification and documentation to travel by air domestically or internationally. Brightspark Travel's cancellation penalties will apply if the traveler cancels the trip because they are unable to obtain the appropriate identification (i.e. passports, visas).

LIMITATION OF LIABILITY

Brightspark Travel purchases transportation, hotel and other services from various independent suppliers that are not subject to its control. Neither Brightspark Travel its affiliates, owners, officers, agents, employees, nor any associate organization shall be held liable for any act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of Brightspark Travel, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. You further understand that Brightspark Travel neither owns nor operates such third party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold Brightspark Travel responsible for their acts or omissions. In no event will Brightspark Travel be responsible for incidental, consequential or special damage or loss suffered by any person.

Brightspark Travel's maximum liability, for any reason whatsoever, will be limited to the amount paid to Brightspark Travel for its services.

FORCE MAJEURE

Without limitation, Brightspark Travel will make no refund for and is not responsible for any matter beyond the control of Brightspark Travel, including but not limited to the negligent or willful acts of others; acts of God or force majeure, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels or other accommodations, or for any other reason beyond the control of Brightspark Travel. You understand, agree with, and agree to be legally bound by the terms of the release and waiver of liability set forth herein.

ARBITRATION

Any controversy or claim arising out of or relating to these Terms and Conditions or the performance thereunder, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Atlanta, Georgia USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive Delaware law. This dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any actions and proceeding brought hereunder shall be governed by the laws of the State of Delaware without regard to conflict of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, these Terms and Conditions shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

WAIVER OF JURY TRIAL

In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

SEVERABILITY

The invalidity or unenforceability of any part of these Terms and Conditions, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of these Terms and Conditions, or its application to other situations or circumstances. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

WAIVER

Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the Terms and Conditions shall not constitute a waiver of any such Terms and Conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

EXCLUSIVITY

Except as otherwise expressly provided to the contrary, the rights herein granted and these Terms and Conditions are for the benefit of the parties hereto. The Terms and Conditions shall be exclusive of any advertising, marketing or other sales literature or activities of Brightspark Travel and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with these Terms and Conditions.

ACKNOWLEDGMENT OF RISK

You understand and acknowledge that your travel in connection with and participation in the tour arranged at your request by Brightspark Travel may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, officers or agents of Brightspark Travel or the negligence or participation of other participants, contractors and/or subcontractors to Brightspark Travel. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during your journey.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY/PARTICIPATION

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, or contractors of Brightspark Travel. You understand and acknowledge that reserves the right to accept or reject any participant for any reason, and Brightspark Travel or its guide has the right to disqualify you from any trip activity, if in Brightspark Travel's or such guide's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform Brightspark Travel, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to Brightspark Travel.

RELEASE OF LIABILITY

In consideration of the services and arrangements provided by Brightspark Travel, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Brightspark Travel, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith. You specifically understand and agree that you are releasing, discharging and waiving any claims or actions that you may have presently or in the future for the negligent acts or conduct of the owners, directors, officers, employees, agents or affiliates of Brightspark Travel.

EXPRESS WAIVER OF CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against Brightspark Travel its owners, officers, directors, agents, contractors and employees, for any reason whatsoever.

SELLER OF TRAVEL

Brightspark Travel is a registered seller of travel in California, Florida, Hawaii, Iowa, and Washington under each state's seller of travel regulations.

- California registration number: 2042487
- Florida registration number: ST37033
- Hawaii registration number: 44821
- Iowa registration number: 1031
- Washington registration number: 603096501