



### **Responsibility Clause, Release and Arbitration Clause:**

The Meeting Planners, Inc. d/b/a Performance Tours, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors and assigns (collectively, "Performance Tours") your school or other sponsor, chaperones, if applicable, and its and their employees, (collectively, "Sponsor") does not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, passport and/or visa processing services, entertainment or sightseeing operators, cultural centers, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, neither Performance Tours nor your Sponsor is liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Nor is either liable for any missed features or attractions as a result of any such act.

Without limitation, neither Performance Tours nor your Sponsor is responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of government, acts of God or force majeure, acts of war whether declared or undeclared or military action or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, lost or stolen belongings, inattention by or negligence of the chaperones, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or at all, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, lack of or quality of medical care, illness, disease or epidemic or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Performance Tours or your Sponsor.

From time to time trips may include recreational activities such as pool or ocean swimming, whitewater rafting, biking, hiking, kayaking, horseback riding, etc. These activities contain significant inherent risks such as swimming in pools or beaches without lifeguard facilities or adult supervision (which is usually the case at hotels or motels and at many beaches), rip tides, undertows, the dangers of submerged obstacles, marine or other animals, insects or vegetation, as well as any and all of the risks detailed in any release forms required to be signed by companies actually running certain recreational activities such as whitewater rafting, horseback riding, etc. Participant assumes all such risks, including but not limited to, negligence on the part of Performance Tours and/or Sponsor. Changes in hotels or itinerary may be made at the discretion of Performance Tours or your local ground operator as it or they deem necessary or desirable.

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Performance Tours reserves the right to decline to accept or retain any person as a member of any trip. In the event a member is expelled from a trip, no refund of any kind will be made. Performance Tours reserves the right to cancel any trip with its sole obligation to refund all monies received by it for the trip. Trip participants are solely responsible for securing, if necessary, their own passports, visas, medical inoculations, etc. These terms and conditions can be changed only by a writing signed by an officer of Performance Tours.

I specifically authorize Performance Tours or any of the adults on this trip to procure emergency medical treatment for my child or guardian if and as necessary at the parent(s) expense. However, neither Performance Tours nor the Sponsor is responsible for the adequacy or competency of any such treatment.

**Arbitration Agreement**

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to this Tour Agreement, to the brochure, or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Minneapolis, Minnesota in accordance with the rules of the American Arbitration Association then existent. 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 and voidable.

\_\_\_\_\_  
Signature of Parent or Legal Guardian of

\_\_\_\_\_  
[Name of traveler]

\_\_\_\_\_  
Date