



# TOUR RULES AND REGULATIONS

To ensure a safe and successful trip, American Trails West has established the following rules. Violation of any of these rules will result in a Tour Member's immediate dismissal from the tour.

- 1) Possession or use of any illegal drug
- 2) Possession or drinking of alcohol
- 3) Breaking curfew – leaving your room/tent after designated curfew
- 4) Breaking any municipal, state or federal law
- 5) Disruptive or unsafe behavior

If a Tour Member is dismissed for violating any of the above rules, American Trails West shall not refund to anyone, any portion of any amount paid to American Trails West on behalf of that Tour Member.

The undersigned acknowledge that they have read and fully understand the above Tour Rules and Regulations and the signing of this Agreement signifies their acceptance of the above Tour Rules and Regulations. In addition, they acknowledge that all ATW Tours are non-smoking and that smoking is prohibited.

Tour Member's Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Tour Member's Signature \_\_\_\_\_

Parent or Guardian's Signature \_\_\_\_\_

## GENERAL CONDITIONS

American Trails West reserves the right in its sole discretion to terminate the membership of any Tour Member who does not abide by the rules and regulations set forth by American Trails West and/or whose conduct is deemed by the Directors to be such as to endanger the success of the Tour or the welfare of other Tour Members and/or Tour Leaders. The American Trails West Tour Rules and Regulations are listed above and must be signed by the Tour Member and a Parent or Guardian. American Trails West includes ATW-RTT LLC, its officers, employees, directors, shareholders and its subsidiaries and/or affiliated entities (collectively "American Trails West").

Any Tour Member who is dismissed as a result of violating any of the Rules will be sent home following notification to at least one of the Tour Member's parents or the Tour Member's guardian. The manner and means of transporting the Tour Member home shall be determined exclusively by American Trails West.

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**Please note that Parent or Guardian must also sign on back of this form. Every ATW traveler must have this signed form on file before departure.**

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All additional expenses incidental to any Tour Member's dismissal shall be paid for either directly by the Tour Member's parents or guardian or reimbursed to American Trails West by the Tour Member's parents or guardian. Additional expenses include, but are not limited to, the entire cost of transporting the tour Member home.

If a Tour Member is dismissed for violating any of the above rules, American Trails West shall not refund to anyone, any portion of any amount paid to American Trails West on behalf of that Tour Member.

American Trails West does not own, operate, control, manage or supervise any supplier of goods and services to the Tour such as, but not limited to, hotels, air, bus, boat or other transportation companies, food service providers, sightseeing or entertainment providers, outdoor expeditions, etc. Consequently, participants, parents or guardians (collectively "Client") acknowledge that American Trails West is not responsible for negligent or willful acts or omissions of these or any other third parties and bears no responsibility for any action or inaction of any such third party. American Trails West offers these programs only upon the express condition that Client agrees American Trails West shall not be liable for any injury, damage, delay, mishap, death, inconvenience or irregularity caused by the negligent or willful act, or failure to act, of any person or company which is to, or does, provide goods or services in connection with the program, or of an act or omission of any other third party.

Without limitation, American Trails West shall have no liability for acts of God, acts of war, weather, civil disturbance, theft or criminal activity of any kind, hotel problems or irregularities, acts of terrorism, labor discord, access to or competence of medical service providers, flight or other transportation delays or failures, lost baggage and for all other occurrences beyond its direct control.

American Trails West and its suppliers request that Clients acknowledge that the act of participating in Tour activities entails known and unanticipated risks. American Trails West is not responsible for inherent risks with regard to accidents, illness, the demands of outdoor activities and other events beyond the control of American Trails West that could occur during the course of the Tour. Tour members and their parents or guardians agree to recognize, assume and accept these risks as their own.

Arbitration Clause: I agree that any dispute concerning, relating, or referring to this contract, the brochure, or any other literature concerning the trip, or the trip itself, shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in Nassau County, New York. Such proceedings will be governed by substantive New York law.

American Trails West shall have the right to make any alteration in the itinerary, sleeping accommodations, dates, transportation, food arrangements, sightseeing, Tour leadership and composition of Tour membership as it, in its sole discretion, may deem necessary or desirable.

American Trails West reserves the absolute right to use Tour Members' names and/or pictures in its brochures, videos and other promotional materials.

Parent or Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_