

# General Participation Agreement and General Conditions

## 1. Agreement

This agreement is made between Team/Club, School, Group (hereinafter referred to as "You") and L&J Group Inc. DBA Premier International Tours, with its principal place of business in Foxfield, Colorado, (hereinafter referred to as "PIT" or "We").

## 2. Booking

Booking for a PIT project takes place by returning the booking form supplied by PIT. The agreement will become effective on receipt of a written confirmation from PIT that the tour will be organized according to the data on the booking form.

## 3. Deposit and Payment

Payments must follow the schedule in the tour confirmation/financial review. A non-refundable deposit (non-refundable under any circumstances) of **\$200.00** per person is required at the time of the tour booking. **The assigned group contact will wire each group payment, as per payment schedule, to Premier International Tours. We will give the assigned group contact instructions and information on how to wire the funds. Your group/group contact will be reimbursed for any wire fees incurred.**

PIT reserves the right to cancel the agreement and charge cancellation costs should there be non-fulfillment of the payment schedule by the group or any individuals from the group. All participants, coordinated by the team manager or coach, will be responsible for any cancellation fees owed in case of individual cancellations if the persons concerned have not paid enough to cover their cancellation fees.

## 4. Rate of exchange and participant prices

The tour costs are based on the exchange rate of the US\$ towards the Euro and British Pound. Fluctuations of the exchange rates of all involved currencies can affect the tour costs. In addition to this, we reserve the right to increase the participant prices in case of an increase in airport (security) taxes and/or fuel surcharges for the airlines or any increase in vendor rates prior to payment in full. The following are not included in the participant price: entrance fees and/or optional excursions; city admission fees for the touring bus (mainly, but not limited to, for Italy); passport/visa fees; vaccinations; tips/gratuities to your tour manager or bus driver; laundry; telephone; mini bar; beverages and food outside of what is included in proposed tour package.

## 5. Cancellation and cancellation fees

The following conditions apply for group cancellations or individual cancellations. The cancellation policy is based on the originally scheduled trip dates. Please be aware that upon booking your tour, PIT will start right away with securing airline tickets, hotel rooms, etc. for which deposits will be required to be paid by PIT (non-refundable). Besides financial investment, a significant amount of time, resources and planning is required early in the tour to offer the best experience and most competitive pricing for your group. Our cancellation policy is reflective of this and based on unrecoverable finances and resources invested when the tour is cancelled/postponed. Cancellation must be notified in writing, prior to the start of the tour. The day that the notification is received by PIT is the effective cancellation date. It is the responsibility of the group leader to inform all participants of the cancellation policy. If any individual or the entire group cancels their tour any time after booking the following cancellation fees will be charged:

1. Between booking and 20 weeks prior to departure: \$200.00 per person. (non-refundable)
2. Between 20 weeks and 16 weeks prior to departure: \$350.00 per person.
3. Between 16 weeks and 4 weeks prior to departure: 40% of the participant's price per person plus added cancellation costs for the different suppliers.
4. Between 4 weeks and 1 week prior to departure: 60% of the participant's price per person plus added cancellation costs for the different suppliers.
5. Within one week of departure: 100% of the participant's price per person.

All participants will be responsible for any cancellation fees owed in case of individual cancellations if the persons concerned have not paid enough to cover their cancellation fees.

Please note that individual cancellations within a group can increase the participant prices for the rest of the group as an individual cancellation will lower the overall number of people in the group and increase the price according to the prices outlined in your trip itinerary proposal.

Suppliers present these regulations to PIT. This policy is in place to protect all members in the group. If your total number of participants changes due to additions/ deletions your participant's price may be adjusted accordingly. In case PIT uses a supplier with a different cancellation policy we will mention the different conditions on the tour confirmation. In general, the cancellation policy will apply in the event that the trip is canceled as a result of or following acts of force majeure, including, without limitation, acts of God, war (whether declared or not), terrorism, pandemics, civil unrest in the USA or other countries or in the event of PIT bankruptcy, insolvency, or cessation of business.

6. **Tour management**

The group must be accompanied by at least one adult. The tour leader must be made known on the booking form supplied by PIT. K-State Athletics, Inc. will be held responsible for any damage caused by one or more members of the group to property belonging to third parties with whom PIT has a contractual relationship (i.e. hotels, bus, etc.).

8. **Travel insurance/trip protection**

We advise everybody to buy travel insurance/trip protection. More information about this optional travel insurance/trip protection can be found on your group/team website page which was sent to the group leader. It is the responsibility of the group leader to inform the group members about the travel insurance/trip protection and it is the sole responsibility of the group members to obtain/purchase trip protection/travel insurance. PIT is not a licensed travel insurance broker/seller, and as such, is not legally permissible to discuss the plan inclusions/details to group members and group members must contact the insurance company directly for questions about plan inclusions, etc. PIT accepts no liability for damages of any nature, manner or form during or in relation to the trip. The general conditions of the insurance company apply to each traveler who accepts the plan/policy, including any changes in the insurance premiums or plans instituted by the insurance company.

9. **Passports and Visas**

It is the responsibility of all the participants to ensure that they have the appropriate travel documents for entry into the countries the group is visiting. You must check with the respective consulate(s) to determine what passports and/or visas are required for entry. Passports must be valid for at 90 days beyond your departure date from Europe.

10. **Duration of trip**

The duration of the trip is stated in full days. The day of departure as well as the day of return is considered to be full days.

11. **Air Arrangements**

PIT is not responsible if an airline cancels, reschedules, or delays a flight for any reason. It is the group's responsibility to work with the airline on which your group is ticketed while en route should there be any flight delays or cancellations. PIT is not responsible for and will not provide any refund for portions of trips missed due to canceled, rescheduled, or flight delays.

12. **Accommodation**

PIT withholds the right to substitute, within a timely manner, the housing accommodation for circumstances which are beyond the control of PIT. The substitution housing accommodation will meet the same criteria as established in the confirmation of the booking. Alternative accommodation made by the group without the approval of PIT will not be reimbursed. Participants must always adhere to the rules of the accommodation.

13. **Sports program**

PIT acts as an intermediary during the execution of the desired program. The organizers of the sports program and PIT reserve the right to alter the program should there be valid reasons. PIT accepts no responsibility whatsoever for the omission or partial omission of the sports program due to circumstances beyond their control.

14. **Travelers Who Need Special Assistance on Tours**

You must notify PIT of any person who requires special assistance at time of booking. PIT will make reasonable attempts to accommodate the special needs of travelers, but is not responsible in the event it is unable to do so nor is PIT responsible for any denial of services by air carriers, hotels or other independent suppliers. PIT cannot provide individual assistance to any tour participants with mobility, sight, hearing, motor skill issues or any other issues that require special accommodations throughout the tour program. A qualified and physically able companion must accompany any travelers who need such assistance and must assume full responsibility for their well-being.

15. **Responsibility and liability**

The responsibility of PIT, tournament organizers and hosting clubs is limited. PIT acts as an intermediary for the group and its individual members in all matters pertaining to the tours, such as, but not limited to, the arrangement of transportation, housing accommodation, meals, sightseeing, other social and cultural activities and the sports program. PIT, its partners in Europe and South America such as Euro-Sporting in Baarn/The Netherlands, Esselle Sports Tours, Sports Management Creations, IberCup and Europe, the Scandinavian and UK tournaments, the branches, the agents, the representatives and their assistants and other affiliates involved with the operations of PIT, such as the tournament organizers and the hosting clubs ("Released Parties") are not responsible for any personal injury, illness or death, nor for any loss, damage or theft of belongings (such as baggage, possessions or money), nor for any error, accident, delay, deviation or curtailment of any kind caused directly or indirectly by any actions, omissions, acts of neglect or failure by:

- a) Any person or company retained for the benefit of the participant, including, but not limited to: housing accommodation, transportation companies and tour guides;
- b) Acts of God, acts of public enemy, arrest or restraint by any government, seizure under legal process, quarantine restrictions, riots or civil commotions, strikes, lockouts or labor stoppages, war hazards or dangers incident to the state of war, applicable governmental policy, acts of terrorism, pandemics, advice of non-travel by governmental authorities;
- c) Any defect or failure to comply with any part of local rules or regulations of any airplane, automobile, motor coach, ship or train or other vehicles;
  - d) Improper or insufficient passports or other documents;
  - e) Participation in sport activities.

The parties agree that the Released Parties may still be held liable for their own gross negligence or willful misconduct. Additional expenses incurred under any of these circumstances are to be paid by the participant.

16. **Indemnification**

You agree to indemnify, defend and hold harmless each Released Party from any claim, action, suit, and demands (including the recovery of all reasonable attorney's fees and costs incurred by a Released Party) which is initiated by a participant or a participant's parent or legal guardian which arises from an incident involving personal injury or loss that occurs during the tour.

17. **Exclusion from participation**

PIT in its sole discretion reserves the right to exclude any individual participant and/or team/club from any individual activity or for the remainder of the tour when an individual participant and/or team/club causes issues between PIT and its suppliers or jeopardizes the safety of any individual including but not limited to themselves, other participants, suppliers, guides and staff during the duration of the scheduled tour. Any expenses incurred will be at the individual participants and/or team/club expense.

18. **Complaints**

Complaints must be made known at once to the PIT representative and/or supplier. After a complaint is made/submitted, a reasonable amount of time must be given to PIT and/or its representative/supplier to resolve any such complaint(s). Should your group make alternative arrangements after submitting a complaint, without giving PIT and/or its representative/supplier a reasonable amount of time, PIT will not be obligated to reimburse your group for any additional costs associated with making alternative arrangements. In case a problem cannot be resolved in a timely matter, the PIT contacts in Europe or South America and/or your agent in the U.S.A and Canada must be informed by email while you are in Europe or South America. All complaints will be considered if made/submitted in writing up to 30 days after the trip.

19. **Governing Law**

The laws of the State of Colorado govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. You agree that any action or proceeding brought by me against any Released Party shall be brought solely in the courts of Colorado located in the City of Aurora. In the event any action or proceeding is initiated by me in a court outside of Aurora, Colorado, You agree to pay PIT's costs and reasonable attorney fees associated with defending such action or proceeding. The parties agree that in the event that any action or proceeding is initiated by either party in the City of Aurora, Colorado, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

20. **Final conditions**

These conditions are applicable to all agreements between PIT and any party, irrespective of domicile of parties involved in any agreement and irrespective of place where an agreement has been effected or executed or should have been executed. All groups or individuals using the services of PIT are subject to these conditions.

21. **General**

This Agreement is binding on K-State Athletics, Inc.

22. **Group Leader Roles and Responsibilities**

The group leader acknowledges the following PRIMARY responsibilities:

1. Manage group expectations prior to departure, during the tour and post tour – please refer to the Tour Preparation Guide.
2. Manage the group dynamics including any behavior and safety issues that might arise.
3. Agrees to work with PIT staff and/or local guides to resolve any issues that may arise. prior to departure, during the tour and post tour

23. The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24), which is attached hereto, are hereby incorporated in this contract and made a part hereof. KSU-146a available [here](#).

# General Information

## Accommodation

Various types of accommodation are available. You can choose the accommodation your group desires from the descriptions below:

### ■ Schools

In principle each team will have a separate classroom. The schools have limited private facilities and usually offer private showers and bathrooms on each floor. In order to guarantee a pleasant stay for everyone, certain rules must be adhered to, for example curfews. For coaches or team leaders of a different gender than the team players, most tournaments offer separate classrooms.

### ■ Youth hostel and youth accommodation

Guests stay in rooms for 4 to 8 persons, usually equipped with bunk beds, sometimes without private bathrooms. If you don't have private facilities, showers and toilets can be found on each floor. Sheets are included but you need to bring your own towels.

### ■ Bungalows/Apartments

Bungalows can accommodate from 4 to 8 people. They have a living room, bedrooms (double rooms, sometimes with bunk beds), a kitchenette and bathroom with shower and toilet. Sheets are included but you need to bring your own towels.

### ■ Hotels

Hotels with rooms for 2, 3 and sometimes 4 persons depending on the make-up of your group, all the rooms have private facilities.

Hotel classifications (star rating) are based on the respective destination/country classification and hotel star ratings vary from country to country as well as city and location. It is the responsibility of the group and group leader to check the hotel(s) selected for your group (hotel names given in tour proposal and/or tour confirmation) to ensure the hotel(s) will meet your standards/expectations. Any service issues affecting the quality of a guest's hotel stay must be addressed directly with hotel management first. For example, while a hotel normally may offer a particular feature such as air-conditioning, PIT cannot guarantee that the service will be in operation at any given time and cannot be held responsible for any such lack of operation at the time of stay.

Please be aware that hotel rooms in the rest of the world are smaller than we are used to in the USA.

Accommodations such as schools and youth hostels have house rules. The most important house rules concern items such as closing times, no smoking and no alcohol policy. Upon arrival, you are requested to sign the house rules. Most accommodations will demand a security payment from every participant. This security will have to be paid upon arrival. Provided everything is fine, the amount will be refunded to you when you leave. The use of facilities, such as sauna, tennis courts, etc. is not included in the price, and in general, accommodations have no air conditioning, unless otherwise stated.

## Meals

There are three options: 1. Bed and breakfast – 2. Half board: breakfast and dinner – 3. Full board: breakfast, lunch and dinner. Half and full board arrangements start with dinner on the day of arrival and end with breakfast on the day of departure. For practical reasons meals are sometimes not served at the accommodation but served at another location. Sandwiches, snacks etc. are available at reasonable prices at most of the sports venues. Dinner: starter and main course or main course and a desert. Please note that drinks like bottled water, soda and juice during meals are not included and have to be purchased separately. Tap water is included.

Breakfast in Europe is in general a continental breakfast: bread, cheese, meat, butter, jelly, marmalade, coffee and tea. In some southern European countries breakfast consists of bread, butter, marmalade and coffee. On request your group can ask for an upgraded breakfast (This option is not available for teams staying in schools during tournaments). Upgraded breakfast may include cereals, juices, milk and eggs. There is an additional cost for upgraded breakfast. Please understand in some countries upgraded breakfast is not available. Breakfast in South America generally consists of bread, cheese, meat, butter, jelly, marmalade, coffee and tea, yogurt, cereal, fruit salad, orange and apple juice, milk and eggs.

Please inform PIT of any dietary/medical restrictions at least 90 days prior to departure. PIT will do its best to accommodate all reasonable requests. Should PIT not be able to accommodate your dietary/medical restrictions, PIT will notify such participants prior to departure.

## **Transportation**

### **■ Europe - Land**

You will travel by standard bus. Prices include expenses for your driver like hotel and meal expenses, all tolls and crossings. Busses equipped with video, toilet (sometimes limited use - ask bus driver) and air conditioning can be arranged at an extra cost. During your stay, the bus will be available for local transportation, sport transfers and sightseeing. The number of kilometers for local transportation is mentioned in your offer.

Please do not bring more than one suitcase and one carry-on per person.

Buses have limited storage space. All buses and drivers must adhere to local driving laws and regulations and meet all local safety standards.

### **■ South America - Land**

You will travel by standard air-conditioned bus. Prices include expenses for your driver like hotel and meal expenses, all tolls and crossings. Busses equipped with video and toilet (sometimes limited use - ask bus driver) can be arranged at no extra cost. During your stay, the bus will be available for airport transportation, sport transfers and sight-seeing as mentioned in the itinerary. Please do not bring more than one suitcase and one carry-on per person. Busses have limited storage space. All buses and drivers must adhere to local driving laws and regulations and meet all local safety standards.

### **■ Air**

PIT has special agreements with many airlines that enables us to offer special airfares. This means that most of the time, we will have other airfares, cancellation rules, as where other group conditions can apply which will differ from your own inquiries. We advise that you provide us with a name list **10 weeks** prior to departure. The names should be listed as it appears on the passport. Changes in names can be made until **6 weeks** prior to departure. If airlines use different general conditions, we will notify you.

### **■ Airline deviations**

Please note that deviations (for example if a person would like to extend his/her stay in Europe or South America) can be arranged at an additional charge of \$150.00 – subject to availability. Airlines only allow date deviations on the return flight from the same airport as your group is leaving from.

## **Assistance**

During your stay in Europe or South America a local, bilingual representative will be at each destination to assist you. Different for tournaments, see below. This representative is available as a contact (**not** as a guide – more information see your tour confirmation) for information and support. The players and coaches of your group will be the first priority for this representative. During some summer tournaments we offer representative services as an option (see your tour itinerary). In order for your trip to run smoothly we recommend that you take advantage of our tournament assistants.

## **Travel insurance/trip protection**

We advise everybody to buy travel insurance/trip protection. More information about this optional travel insurance/trip protection can be found on your group/team website page which was sent to the group leader. It is the responsibility of the group leader to inform the group members about the travel insurance/trip protection and it is the sole responsibility of the group members to obtain/purchase trip protection/travel insurance. PIT is not a licensed travel insurance broker/seller, and as such, is not legally permissible to discuss the plan inclusions/details to group members and group members must contact the insurance company directly for questions about plan inclusions, etc. PIT accepts no liability for damages of any nature, manner or form during or in relation to the trip. The general conditions of the insurance company apply to each traveler who accepts the plan/policy, including any changes in the insurance premiums or plans instituted by the insurance company.

## **Boosters/supporters**

Boosters are welcome! However, we do not recommend boosters staying in school or youth accommodations. We believe boosters outside of the coaches and/or managers should use hotel accommodation for their stays in Europe or South America. It is also very important for the boosters to realize that the program is especially designed for the team (players and coaches). Parents are always free to join the team or arrange their own transportation and/or program. Priority in regards to transportation and guide services will be given to the players and coaches first.

## **Bookings**

We strongly advise that you bring a minimum of 3 reserve players per team. The booking becomes definite after you have received our written tour confirmation and after receipt of your first payment.

If additional people would like to go on the tour after you have made your booking, they may still be included if you notify us in writing and the land and air accommodations are still available.

## **Permission to travel**

Please contact your National governing body for international travel requirements for your sport.

## **Special wishes**

Special requests, such as room arrangements, tickets for games, special excursions, etc. will be considered when stated on the booking form. Please note that entrance and admission fees are not included in the participant prices unless stated and if requested and confirmed are non-refundable. Parking fees for the bus during these excursions are not included as well. Please mention clearly if you need any single rooms.

## **Final itinerary**

Approximately **2-3 weeks** prior to departure we will provide you with a final itinerary including all names and addresses of the accommodations and other suppliers, as well as a detailed daily schedule.

Cancellations

## **Cancellations cannot always be avoided.**

PIT must abide by the very strict rules and regulations of vendors (airlines, hotels, transportation companies, etc.) we use at the various destinations. For more information about our cancellation policies see item #5 in our General Conditions above.

## **Payments**

Before your group books, we will discuss a payment schedule with the group leader. A payment plan with (bi-monthly) payment installments can be arranged so payments are spread out. Each payment must be made as one group payment on behalf of all paying travelers via wire transfer. Upon tour booking we will provide the group leader with detailed payment instructions, including account information for the wire transfers. After each group payment is received we will send the group leader an updated group financial review and receipt. Final and full payment for the tour (per person) must be received **8 weeks** prior to your tour departure date.