

Release and Agreement

I (or parent or guardian if applicant is under 18), am an applicant for an educational tour provided by Fitzmaurice Tours, S.C. (hereinafter referred to as "Fitzmaurice Tours"). By signing the Fitzmaurice Tours Registration Form, I understand and agree to the following:

1. I understand that my tour begins with the take-off of the flight from my departure gateway, and ends upon completion of the return flight to the United States.
2. I agree to release and hold harmless Fitzmaurice Tours (which term shall include agents, officers, directors, staff members, tour directors and employees of Fitzmaurice Tours, as well as Fitzmaurice Tours itself) and my school, my school board and teacher/group leader (the "Released Parties") from, and agree not to sue the Released Parties for, any claims that I may have arising from, or in connection with, any bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatever related in any way to my participation in any Fitzmaurice Tours sponsored tour program. Without limiting the generality of the foregoing, I release and hold harmless the Released Parties from, and agree not to sue them for any bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from the Released Parties' negligence other than from intentional or reckless acts by such parties. I further agree to release and hold harmless the Released Parties from any and all acts of God, war, terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including, without limitation, airlines, bus companies, hotels, guides, and any other supplier providing tour services.
3. I understand that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs, or the Warsaw Convention, or both.
4. I understand that I am responsible for exercising caution and common sense at all times to avoid injury.
5. I understand and agree that Fitzmaurice Tours shall have no liability or responsibility for me during such periods of time that I may be absent from Fitzmaurice Tours-supervised activities, as during free time periods, times of independent travel, visits to friends and relatives and so forth.
6. I agree to abide by Fitzmaurice Tours' regulations and the directions of my group leader, my tour director or Fitzmaurice Tours' personnel during my tour. Failure to do so may result in Fitzmaurice Tours terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Tour Fee, and that Fitzmaurice Tours may send me home at my own expense.
7. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol. (Minors must have parents' permission to use alcohol even if the local law would otherwise permit them to.) I understand that to abuse or disobey such laws is to waive the right to a refund of any part of my Tour Fee, and that Fitzmaurice Tours may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.
8. I understand and agree that if I become ill or incapacitated, Fitzmaurice Tours and its employees, or my group leader, may take whatever action they feel is warranted under the circumstances in regard to my health and safety, including securing medical treatment (at my own expense) and transporting me home.
9. I understand and agree that Fitzmaurice Tours has the right to make, whenever deemed necessary, any changes in the tour itinerary for the comfort, convenience, or safety of the tour participants. Sightseeing, shopping, and other group activities may be limited by holidays, closing times, strikes, local traffic conditions, religious celebrations especially Easter, athletic events, music festivals and other factors beyond Fitzmaurice Tours' control. When scheduled features are not available for these reasons, Fitzmaurice Tours will do its best to provide itinerary adjustments or substitutions to minimize inconvenience to participants. In the event of changes being made, refunds will be given only in accordance with the provisions of the "Booking Terms and Conditions."
10. I understand that by enrolling on this tour, I have made the choice to travel with the teacher/group leader organizing my group, and I understand that the choice is not responsibility of Fitzmaurice Tours. I understand that Fitzmaurice Tours reserves the right to reassign my group to a replacement teacher/group leader should my original group leader be unable to, or determine not to, participate in the tour. If I cancel at this point and choose not to travel with the replacement group leader, I will be treated as a standard cancellation.
11. I understand that it is my responsibility to obtain the necessary travel documents in order to enter Mexico unless specifically arranged for the group by Fitzmaurice Tours. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in the "Booking Terms and Conditions."
12. I understand that I must assume responsibility for making payments on time and that Fitzmaurice Tours reserves the right to cancel my registration if I do not meet payment deadlines and my balance remains unpaid. If a check is returned to Fitzmaurice Tours by the participant's bank a \$20 processing fee will be assessed.
13. I understand that I am responsible for any damage I may cause while on tour to hotel property and other facilities or for misappropriation of hotel property, and I agree to pay for any such damages that I may cause; I cannot hold Fitzmaurice Tours responsible for these damages.
14. I certify that I am in good physical and mental health and that I have no special medical or physical conditions, nor any special needs or requirements, which would impede participation in the tour program, nor be of any harm or inconvenience to myself or other participants. I understand that walking long distances and climbing stairs may be required activities.
15. This agreement constitutes the entire agreement between Fitzmaurice Tours and me with reference to the subject matter referred to herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of Fitzmaurice Tours, or by my school or group leader. This agreement may be amended or modified only in writing, signed by both parties.

Sign your registration form only when you have read in full and understood the contents of this release and agreement!