



## 2021 TRAVEL PROGRAMS TERMS & CONDITIONS

**AA&D Community Expectations:** Harvard University Alumni Affairs & Development (AA&D) programs and volunteer opportunities respect the rights, differences, and dignity of others. Those taking part in AA&D activities, including travel programs developed by Harvard Alumni Travels for the Harvard Alumni Association ("HAA"), are expected to demonstrate honesty, integrity, and civility and are accountable for their conduct with University alumni, students, parents, volunteers, employees, and invitees.

AA&D reserves the right to suspend services to—and to exclude from participation in AA&D programs—any person whose inappropriate behavior adversely affects the safety, well-being, and inclusion of community members.

**CONTRACT:** Harvard Alumni Association (HAA) does not itself conduct tours, but instead partners with several different tour operators in order to offer a broad range of travel programs. Tour participants contract directly with tour operators, although HAA is available to act as a liaison with tour operators should participants have any questions or concerns. HAA is not responsible for performing any of the tour operator's obligations.

**PROGRAM RATES:** As listed in the program's promotional materials. Rates are listed as per person double occupancy. Single rates or single supplements, where applicable, are also listed.

**PROGRAM COST INCLUSIONS:** Unless otherwise stated in the program-specific materials, all programs include: group ground transportation upon arrival / departure in country; all activities, excursions, entrance fees, accommodations, and meals per the detailed itinerary; services of local guide(s) and tour manager throughout program; all gratuities; luggage handling; welcome and farewell receptions/dinners; bottled water while touring; and a complete packet of pre-departure information.

**PROGRAM COST EXCLUSIONS:** Unless otherwise stated in the program-specific materials, all programs exclude: U.S. domestic and international airfare and relevant taxes; passport and visa fees; baggage or trip cancellation insurance; optional extensions or

deviations from the scheduled tour; excess baggage charges; medical expenses or immunizations; meals and beverages not specified in the program cost inclusions section; laundry, telephone, Wi-Fi, email, or fax charges; room service; and other items of a purely personal nature

**PROGRAM SIZE:** As listed in the program's promotional materials. Should the minimum not be met, HAA reserves the right to cancel the program, levy a small group surcharge, and/or send the program without a Harvard study leader. HAA retains the right to add staff members and/or invited guests to any of its group departures regardless of the stated group-size limitation.

**RESERVATIONS, DEPOSITS, & FINAL PAYMENT:**

Unless otherwise stated in the program-specific materials, a \$1,000 per person deposit is required to reserve a participant's space. Reservations are acknowledged in order of receipt until the maximum enrollment has been reached. The tour operator will then send payment terms along with a registration confirmation directly to the participant. Credit cards may be accepted for deposits, but final payments must be made by check for most programs.

**PARTICIPANT CANCELLATIONS & REFUNDS:** All cancellations by participants must be made in writing and are subject to a nonrefundable administrative fee per person in the amount set forth in the program-specific materials (commonly between \$200 and \$1,000). Cancellation fees increase as the trip departure date approaches.

**TRIP INSURANCE:** Neither HAA nor the tour operator, including all representatives, employees, and agents, will take responsibility for any costs or losses incurred or suffered by a participant, or a participant's dependents or traveling companions before, during or after the tour. This includes, without limitation, cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, repatriation expenses, or damage/theft/loss of personal baggage, money, and goods. As noted below, neither HAA nor its tour operators shall be liable for any airline cancellation penalty incurred by the purchase of a nonrefundable

airline ticket or for any other expenses incurred by tour participants in preparing for the tour.

**HAA highly recommends the purchase of trip insurance to cover unforeseen trip interruptions, cancellations, lost baggage, and emergency medical assistance and evacuation during your trip. You may purchase trip insurance through any provider. HAA will provide participants with information from its sponsoring provider, Redpoint Resolutions, upon confirmation of their reservation, which will detail available options. The pre-existing medical conditions exclusion shall be waived for participants who purchase a trip insurance policy from Redpoint Resolutions within 14 days of making their initial deposit; such participants also are eligible to purchase the "Cancel for Any Reason" upgrade. Trip insurance policies, when issued, constitute a contract only between the participant and the insurance provider concerned. HAA cannot intervene in any transactional issues or claim disputes between a participant and the participant's insurance provider.**

**AIR ARRANGEMENTS:** Unless otherwise stated in the program-specific materials, air arrangements are the responsibility of the participant. For most programs, the tour operator can assist participants with air arrangements. Neither HAA nor the tour operator accepts any liability for any airline cancellation penalty incurred by the purchase of a nonrefundable airline ticket. The air ticket, when issued, shall constitute a contract only between the passenger and the airline concerned

**WHAT TO EXPECT / PHYSICAL HEALTH:** Due to the prevalence of SARS-CoV-2 (COVID-19), participants should anticipate rules and restrictions to be enforced at airports, on flights, and at country entry points, as well as protocols in place during the program to reduce the risk of COVID-19 transmission. Updates will be provided closer to departure.

All participants must be in overall good health to participate in a HAA trip. All programs require physical independence and mobility: participants must be able to embark or disembark all conveyances used on the program alone or with minimal assistance from a traveling companion and must be able to climb stairs and step over raised thresholds without assistance.

Participants requiring assistance **must** travel with a companion who will be responsible for handling any required equipment. Any physical or mental health condition that may require special medical attention or

physical assistance must be disclosed in writing prior to booking so that HAA and the tour operator may evaluate whether participation is feasible. All participants should consult with their doctor about whether they can meet the physical requirements of their trip and must complete and return any medical forms required by the tour operator.

Participants with **dietary restrictions** also must make these known to the tour operator well before departure, otherwise the tour operator may not be able to accommodate them.

**PREPARING FOR THE TOUR:** Participants will be provided with comprehensive pre-departure travel information, including specific suggestions for packing.

#### **CHANGES IN ITINERARY, PROGRAM, STAFFING & COSTS:**

The itinerary is subject to change at the discretion of HAA and the tour operator. HAA reserves the right to change program dates, staff (including study leader), itineraries, or accommodations as conditions warrant. HAA further reserves the right to cancel programs, levy a small group surcharge, send a program without a study leader and/or withdraw HAA sponsorship from a program. Please note that all participants are bound to the cancellation fee schedule and other terms and conditions of the program regardless of whether HAA takes any of these actions. Participants making deviations from the scheduled itinerary do so at their own expense. All prices quoted are based on prevailing fuel prices, airfares, and currency exchange rates in effect as of the date of this publication and are subject to change.

#### **FAILURE TO OPERATE THE TOUR OR CANCELLATION OF THE TOUR BY THE TOUR OPERATOR:**

If the tour operator fails to operate the tour or cancels the tour, *except* as a direct result of adverse weather conditions, strikes, local laws, hostilities, wars, terrorist acts, significant health concerns (such as epidemics or pandemics requiring significant travel disruptions), or other such causes beyond HAA and the tour operator's reasonable control (Force Majeure Events), then the tour operator shall refund all monies received from tour participants. If the tour operator's failure to operate the tour or cancellation of the tour is a direct result of a Force Majeure Event, then the tour operator will provide participants a credit toward future travel. Tours also shall be cancelled if the U. S. State Department, another U.S. government agency, or a relevant local government agency issues a statement within sixty (60) days of tour departure to the effect that American citizens or others should not travel except for essential reasons to any of the destinations on the itinerary for

that tour. In such case, the tour operator will provide an alternate tour with a revised or substitute itinerary and may provide tour participants who choose not to travel on the alternate itinerary a refund consisting, in whole or in part, of credit toward future travel.

**CURTAILMENT OF THE TOUR BY THE TOUR**

**OPERATOR:** If a tour is curtailed after it has begun, either as a direct result of a Force Majeure Event, or because the U. S. State Department, another U.S. government agency, or a relevant local government agency has issued a statement to the effect that American citizens or others should not travel except for essential reasons to the remaining destinations on the itinerary for that tour, then the tour operator will take immediate steps to end the tour early and assist tour participants with travel arrangements back to their homes or other final destinations. In such a case, the tour operator may provide tour participants a refund for the number of missed days on the original tour consisting, in whole or in part, of credit toward future travel. The calculation for any such refund shall take into account any non-recoverable prepayments, and any additional expenses incurred by the tour operator to wind up the tour early.

**RESPONSIBILITY:** The tour operator, its owners, and employees act only as agents for the various independent suppliers and contractors providing transportation, hotel accommodations, restaurants, and other services connected with this tour. Such travel, accommodations, and services are subject to the terms and conditions under which they are offered or provided, and HAA and the tour operator, along with their respective employees, agents, representatives, and assigns, accept no liability therefor. Neither HAA nor the tour operator assumes liability for any injury, damage, loss, accident, delay, or other irregularity which may be caused by the defect of any aircraft or vehicle or the negligence or default of any company or person engaged in carrying out or performing any of the services involved. Nor will HAA and the tour operator accept responsibility for losses, injury, damages, or expenses of any kind due to Force Majeure Events, other than as provided above. All services and accommodations are subject to the laws of the country in which they are provided. HAA and the tour operator reserve the right to make changes in the published itinerary whenever, in their sole judgment, they deem it necessary for the comfort, convenience, or safety of the tour participants. HAA and the tour operator may, in their sole judgment, decline to accept or retain any person as a tour participant. Baggage and personal effects are always the sole responsibility of their owners. The price of the program is given in good

faith based on current tariffs and rates and is subject to change. Any increases in tariffs, exchange rates, or fuel prices will be passed onto participants. As part of the consideration and right to participate in a tour, each participant must sign this document and may be asked to sign a separate liability waiver and release form by the tour operator.

**PERSONAL INFORMATION:** HAA and the tour operator will not share participants' personal information with third parties or make it publicly available except as follows: participants' names, degree(s), home city, and email addresses may be included in the tour participant list that is distributed to tour staff and participants prior to departure; and relevant information about participants is shared with those contracted to provide tour services in the destination. Tour operators and their agents are prohibited from sharing or selling this information to other parties. Participants may opt out of sharing their email addresses with others on the tour participant list.

**DISCLAIMER:** Every reasonable effort has been made to ensure the accuracy of the information presented in this document. HAA is not responsible for errors in or damages resulting from the use of the information contained herein. Information contained in this document is subject to change.

**ASSUMPTION OF RISK:** Tour participants understand and agree that participation in the tour involves risks that include, without limitation, risks involved in: travel; political, legal, medical, social, economic, and weather conditions; standards of design, safety, and maintenance of buildings, public places, and conveyances that may differ from those to which they are accustomed; and health and safety standards that may differ from those to which they are accustomed. Without limiting the foregoing, tour participants understand and agree that there are risks associated with the possibility of an epidemic or pandemic, the trajectory of which may be unpredictable, and that as a result of such an epidemic or pandemic, local and national governments may enact border, travel, and stay-at-home restrictions, and health care systems may become overwhelmed. Tour participants recognize that they may be subjected to potential risks, illnesses, injuries, and even death and confirm that they have made their own investigation of these risks, understand them, and assume them knowingly and willingly. Knowing the risks described herein, tour participants agree, on behalf of their family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding their participation in the tour.

**RELEASE AND INDEMNIFICATION:** By signing below (or by checking the respective box on the on-line registration form), I certify that I am age 18 or older and that I have carefully read and freely signed these Travel Terms and Conditions. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the tour resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be

governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the tour.

**QUESTIONS** Please call Harvard Alumni Travels at 800-422-1636 or 617-496-0806, or email [haatravels@harvard.edu](mailto:haatravels@harvard.edu).

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**Please detach & return to HAA. Keep the above for your files.**

**RELEASE AND INDEMNIFICATION:** I certify that I am age 18 or older and that I have carefully read and freely signed these Travel Terms and Conditions. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the tour resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties.

I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the tour.

Program: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name (print) \_\_\_\_\_

Name (print) \_\_\_\_\_