

## **Conditions of Enrollment**

### **Participant Agreement**

I understand that the program fee to enroll in this program is \$1500. I understand that a deposit of \$500 is required to secure a place in the program. The deposit is fully refundable until December 31, 2016. On January 1, 2017, the \$500 deposit is non-refundable. Payment of the balance of funds is due by January 31, 2017. The entire payment is non-refundable starting February 1, 2017. If total program fee is not received by January 31, 2017, TGE has right to cancel program for participant or to charge late payment fee of \$25 per day.

I understand that the program fee covers the following activities 6 nights hotel accommodation (double occupancy, or single supplement or group rate where applicable, ), welcome dinner, farewell meal, and four (4) group lunches. Breakfasts, ground transportation to/from all group activities, tickets to 3 games, program materials.

Pricing for the seminar is developed based on two people staying in a double room (each person has own bed). Participants may specify roommate, if known. If participant is not able to specify a roommate, a roommate of the same gender will be chosen by TGE. Upgrades to a single room costs an additional \$600. Triple rooms and Quad rooms with shared beds may be an option with lower program price point; please inquire for more information.

I understand no partial refunds will be given for unused meals, hotel rooms, airport transfers, excursions, etc. for any reason whatsoever.

TGE's Business of Baseball programs are based on group arrangements involving a minimum number of participants. In the unlikely event that a program is cancelled (due to low enrollment or any other reason that TGE deems as reasonable), TGE will refund all payments received, but will have no liability for any other expenses related to or preparing for the program or travel arrangements thereto.

Tremont Global Education reserves the right to make cancellations, changes or substitutions to the agenda and other services, in the case of emergencies or changed conditions as deemed desirable based on the interests of the group and the overall quality of the course.

TGE reserves the right to decline, accept, dismiss, or retain any person as a participant in any program at any time before or during the program for any reason whatsoever, without liability for refund of payment except refunds regarding cancellation by TGE of programs will be issued as per the terms within.

I certify that I do not have any physical or mental condition that might create a danger or hazard for me, other participants or hosts in the program. I understand that should I have a mobility issue that requires accommodation, I will notify TGE.

I understand that I must at all times strictly comply with all applicable laws and regulations of Arizona on the Business of Baseball program. Should I fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of Tremont Global Education (acting reasonably), my behavior is causing or is likely to cause danger, distress or material annoyance to others, TGE may terminate my enrollment immediately without any liability on TGE's part and I will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of my arrangements, including, without limitation, accommodations, meals, and/or incidentals.

I understand I am wholly responsible for my own actions and realize that Tremont Global Education will not provide coverage for any damage I may suffer or cause to others.

TGE and its employees, affiliates, officers, directors, successors, agents, and assigns do not own or operate any entity which provides goods and services for your travel including without limitation, lodging facilities, airline, vessel, motor coach, or other transportation companies, guides or guide services, local ground operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors and are in no way affiliated to TGE. TGE is not liable for any negligent or willful act or failure to act of any travel service provider or of any third party. TGE is not responsible for any injury, loss, death, inconvenience,

delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, illness, disease, acts of war or civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, 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 on time. If due to weather, flight schedules or other uncontrollable factors you are required to spend additional night(s), you will be responsible for your own hotel, transfers and meal costs. Baggage is entirely at owner's risk. You may see the name TGE affixed to motor vehicles, on signs around the hotel or elsewhere. This use of our name is purely for reasons of identification and does not denote ownership, supervision, or control by TGE in any way. You specifically agree that TGE is not liable for any consequential loss or damage.

TGE reserves the right to take photographic or film records of me and my program. I understand that TGE may use such records for promotional and/or commercial purposes without limitation, payment of a fee and without liability.

I agree to allow my name, address, e-mail address and telephone numbers to be distributed by TGE to other program participants prior to departure.

In the event any part of the Enrollment Form and Terms & Conditions Agreement is found to be legally void or unenforceable, then such part will be stricken but the rest of this document will be given full force and effect.

This Enrollment Form and Terms & Conditions Agreement form shall be legally binding upon myself, my heirs, successors, assigns and legal representatives.

Binding Arbitration. I agree that any dispute concerning, relating, or referring to this contract, the brochure, or any other literature concerning my program, or the program itself shall be resolved exclusively by binding arbitration in the Commonwealth of Massachusetts according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive Massachusetts law. 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 or voidable.

I have carefully read this document entitled Participant Agreement, Release and Binding Arbitration form and I have carefully read all of the TGE program brochures and other descriptive materials provided to me by TGE relating to my participation in the program and I have understood all of the contents of all such documents. I understand and agree to comply with all stated terms and conditions set forth in this Participant Agreement, Release and Binding Arbitration form as well as those terms and conditions set forth in the TGE catalogues, brochures and other descriptive materials provided to me by TGE relating to my participation in the program. I understand that the terms and conditions in this document as well as the terms and conditions in all of the above stated documents constitute a binding contract between myself and TGE.

## **Release of Claims**

In order to participate in the Business of Baseball program to Phoenix, Arizona, March 2017, the undersigned student recognizes that there may be risks involved on the trip. The nature of the risks may not always be readily ascertainable. Tremont Global Education is not prepared to analyze or make judgments of these risks for the student, nor is Tremont Global Education financially able to assume liability or legal responsibility for any damages suffered by a student arising out of any activities on the trip. Therefore, students are wholly responsible for their own actions and realize that the Company will not provide coverage for any damage they may suffer or cause to others. The student hereby releases, disclaims and exonerates Tremont Global Education from any and all liability for any and all injuries, losses, damages, or other adverse consequences arising directly or indirectly from participation in said trip, regardless of the source or nature of the cause thereof.