

UOAA Alumni Travel Program Terms and Conditions

Responsibility

The University of Oregon Alumni Association (the "UOAA") acts only as a sponsor organization for all travel under the UOAA Alumni Travel Program. All arrangements for travel, accommodation and services are made by independent tour companies and their agents.

Refund and Cancellation Policies

Each tour company sets its own cancellation and refund policy. You should consult the individual trip brochure. Tour companies generally require a written cancellation in order to process refunds, if available, and may retain a portion of the payment for administrative fees. Refunds will be made by the tour company consistent with such company's refund policy. The UOAA shall have no liability for refunds.

Tour Specific Terms & Conditions

Traveler will be required to acknowledge and agree to tour specific terms and conditions of the tour company when completing the reservation.

Itinerary, pricing and all terms and conditions are subject to change without notice, either before departure or after commencement of the trip. The trip is subject to the terms and conditions set forth by each tour company operating the trip. Some of the trips offered are also available to other university alumni associations or nonprofit organizations. In some cases, there may be more UOAA participants than from other institutions, while on other trips our participants may be in the minority.

The tour company may increase the tour price in the event of cost increases or other circumstances. Prices are based on a minimum number of guests. The UOAA or tour company may decline to accept or to retain any tour participant as a participant on the tour at any time. The passenger tickets in use by the air carriers, when issued, shall constitute the sole contract between the carriers and the passenger; the carriers are not responsible for any act, omission, or event during the time tour participants are not aboard their conveyances.

Reservations and Payments

Deposits and reservations shall be made through the applicable tour company.

Scheduled Tours

The tour company reserves the right to alter dates, itineraries, program details and/or prices. You should verify all such details with the tour company prior to making a reservation.

Travel Insurance

The UOAA strongly recommends the purchase of travel insurance, including: (i) trip cancellation insurance for coverage of expenses in conjunction with cancellation due to illness or accident; (ii) medical insurance; and (iii) baggage insurance.

Health and Special Needs

Most trips involve walking. Travelers must be in sufficient physical condition to participate in the trip and associated activities. A traveler should contact the tour company to determine if a particular trip is right for the traveler.

For information on vaccinations and other health-related travel information, please visit the Centers for Disease Control and Prevention Travel Health website.

Special Events

Certain travel packages involving participation in paid events will require full payment at the time of booking.

Permission to use images and video and audio recordings

The UOAA collects photos, video and audio of tour participants, outings, interactions and activities from staff and travelers. By participating in a tour, you authorize UOAA to obtain and use such photographic, audio and video media without any compensation or further permission for sales and marketing including, but not limited to, advertisements and promotional events or for training UOAA staff, UO tour leaders, and partner tour operators.

Laws and regulations

All services are subject to the laws of the country in which they are rendered.

Liability

The UOAA does not own or operate any entity which provides goods or services for any tour and only acts as an agent for independent suppliers of conveyance, transport, accommodations, food, guide service and other tour related services. All such persons or entities are independent contractors. As a result, the UOAA and the University of Oregon are not liable for any negligence or willful act of any such entity or third party. The UOAA shall not be held liable for personal injury, death, property damage or accident, delay or irregularity arising out of any act or omission of these suppliers.

In addition and without limitation, the UOAA and the University of Oregon are not responsible for any delays, delayed departure or arrival, missed carrier connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature howsoever caused in connection with any accommodations, transportation or other services or for any substitution of hotels or of common carrier equipment, with or without notice, or for any additional expenses occasioned thereby. Without limiting the foregoing, the UOAA is not responsible for any losses or expenses due to delay or changes in schedule, overbooking of accommodations, default of any third parties, sickness, weather, strikes, acts of God, acts of terrorism, force majeure, war, quarantine, criminal activity, or for any other cause beyond its control.

The UOAA and the University of Oregon do not accept liability for any airline, train or other transport cancellation penalty incurred by the purchase of a nonrefundable airline or train ticket to the trip departure city or return.

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Travel Arranged and Booked through Third Party Travel Operators

Dates, program details and tour costs, although given in good faith and based on exchange rates, tariffs, and other information current at the time of print and online publication, are subject to change at or before the time of departure. No revisions of the published itinerary or its included features is anticipated; however, the right is reserved to make any changes, without notice, that might become necessary with mutual understanding that any additional expenses will be paid by the individual passenger. The UOAA or the tour company reserves the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of trip participants.

The UOAA also reserves the right, without penalty, to withdraw the trip announced, to decline to accept any person as a participant in a trip, or to require any participant to withdraw from the trip at any time, when such action is determined by trip staff to be in the best interests of the health, safety or general welfare of the trip group or the individual participant.

Travelers are encouraged to purchase airline tickets no sooner than 60 days before the trip begins to avoid airline cancellation penalties if a trip is canceled or otherwise modified subsequent to the participant's purchase of those tickets.

Baggage and personal effects are the sole responsibility of the owners at all times.

In the course of arranging, confirming and managing travel arrangements, traveler information shared with the UOAA will be shared with governmental agencies and service providers as may be necessary or appropriate under the circumstances in our determination, including, for example contact information, passport information, and health information. All travelers irrevocably consent to these uses of their information and agree to provide the UOAA with accurate, complete and updated information.

If the entire program is canceled for any reason, participants shall have no claim against the UOAA.

Terms and Conditions agreement statement (officially agreed upon as a condition of joining tours: REQUIRED FOR ALL TRAVELERS)

Traveler has carefully read all terms and conditions of application and participation as set forth in the UOAA Travel Program General Terms and Conditions as well as tour specific terms and conditions and published print and online information, and recognizes and accepts any risk associated with the trip and the conditions, including the applicable refund policy of the tour company, set forth in published tour information.

Traveler further acknowledges that there are many risks and uncertainties inherent in any travel trip, including but not limited to the hazards of various modes of transportation, forces of nature, acts or omissions of foreign governments, terrorism, war or insurrection, theft, illness, and damage to person or property due to the negligent acts or omissions of suppliers, trip staff or others. In consideration of, and as part payment for, the right to participate in the trip, the traveler, on behalf of himself, his dependents, heirs, executors, administrators and assigns, hereby waives, releases, and discharges the UOAA, its directors, shareholders, officers, employees, representatives or agents, and the University of Oregon and its officers, directors,

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shareholders, employees, and agents, (collectively, the “Releases”) from liability, claims, demands, injuries, damages, consequential or indirect damages, actions or causes of action for personal injury, death, property damage or loss suffered by any person in connection with this trip, even if caused by the active and passive negligence or omission of trip staff, suppliers, or other related persons or entities, and, further indemnifies, holds harmless and promises not to sue the Releases from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of a Release or otherwise. In addition, by registering for this trip, the applicant certifies that he or she is mentally and physically capable of full participation in this trip.

Official agreement to Terms and Conditions

By submitting a tour deposit, the traveler agrees on behalf of herself/himself, her/his dependents, heirs, executors, administrators and assigns to abide by the above conditions (as well as in more specific pre-departure traveler information) and to release and hold harmless the UOAA and any of its representatives from any and all liability for any delays, damage, loss, injury or death occurring in relation to this trip. The tour participant further agrees to defend and indemnify the University of Oregon and the UOAA, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of (i) traveler’s or purchaser’s breach of these Terms and Conditions or the documents referenced herein; (ii) traveler’s or purchaser’s violation of any law or the rights of a third party; or (iii) traveler’s or purchaser’s violation of any supplier rules or restrictions. The traveler accepts the terms of the terms and conditions set out herein