



Terms & Conditions

These Terms & Conditions govern the relationship between you and Kick It Abroad, LLC (hereinafter, "Kick It Abroad"). Every person going on a Kick It Abroad Tour must read this form and return it signed, however by booking a tour or participating on a tour you agree to be bound by these Terms & Conditions whether or not you execute this form. These conditions are good for all tours leaving after January 1, 2008. For the duration of these Terms & Conditions, the Lady Eagles Italian Soccer School may be referred to as the 'Tour(s),' the Camp(s),' or the 'School.'

WHAT IS AND IS NOT INCLUDED

What is included in your package:

- Transportation to and from all destinations on a coach bus
- Hotel accommodations
- 3 meals per day
- Training sessions every day, led by the Boston College Women's Soccer Staff
- Fully escorted, 24 hours a day by a Kick It Abroad Director and a native-Italian guide
- Sightseeing excursions to Rome, Assisi, and Florence, throughout your stay
- All gratuities for meals, travel and lodging
- A Kick It Abroad Account Executive to assist your group with the entire process of planning your tour

What is *not* included:

- Costs and expenses caused by any transportation or flight issues, including, but not limited to: flight rescheduling, flight delays, and bad weather
- Additional taxes, surcharges, government fees, security fees, arrival, departure and port charges, fuel charges, air travel upgrades and pre- or post-trip extension costs, which are not
- Any gifts or souvenirs
- Anything that is not specifically listed above as being included in your package.

FLIGHT INFORMATION

It is your responsibility to arrange your own flight itinerary. You are required to land in Rome at the Leonardo da Vinci Fiumicino Airport between 7am and 1pm. Please note that your airline tickets and other tour documentation must bear your first and last names exactly as they appear on your passport. Kick It Abroad will bear no responsibility, financial or otherwise, for any flight costs or costs that arise due to any flight circumstances, included, but not limited to, flight cancellation, flight delay, and lost or stolen baggage.

Passports/Visas/Travel documents

A valid passport is required for U.S. citizens traveling on our tours. Each traveler is expected to have their own passport and all visas required to travel. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their tour as Kick It Abroad is not responsible for providing you with this information or documentation. Please check to make sure expiration dates will suffice. If you have any questions or concerns, please contact a Kick It Abroad Director.

General Flight Info

Kick It Abroad is not responsible if an airline cancels or delays a flight for any reason (including weather). If you are unable to make your departure, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Kick It Abroad is not responsible for any additional expenses you may incur prior to joining your tour.

If you miss your original flight booked by Kick It Abroad, you are responsible for either meeting the group in Italy or canceling your trip. If you choose to meet the group in Italy, you, not Kick It Abroad, are responsible for arranging your own transportation. In the case that your trip is canceled, all prior deposits made are non-refundable.

If any special fees must be paid (including, but not limited to: Unaccompanied Minor Fees, baggage fees, etc.) by you at the airport, the cost will be incurred by you and not Kick It Abroad.

Kick It Abroad is not responsible for any personal items or for any lost, delayed or missing baggage.

TOUR INFORMATION

Itinerary

You will receive a final package approximately a minimum fifteen days prior to your departure date that will include your itinerary. This itinerary is subject to change due to circumstances beyond our control.

During 'leisure time,' you will be allowed to spend this time as you please, provided,

however, that (i) you must remain in the general vicinity and otherwise within the boundaries designated by your Kick It Abroad Director; and (ii) if you are under the age of 18, you must be accompanied by an adult.

Kick It Abroad is not responsible for those that do not follow instructions or fail to comply with the rules set forth by the Kick It Abroad Director.

Rooming

Travelers will stay in a room with one, two, or three other people, depending on the hotel. We will do our best to accommodate roommate requests, but can not guarantee that you will be with the person with whom you wish to stay.

Health

You may not participate in a tour unless you are in good health. You agree that you are in good health to travel and engage in vigorous activity and sports and do not have any physical, emotional or mental condition which (a) may affect your ability to fully participate in the tour; (b) may require professional attention during the tour; or (c) may require the use of special equipment. If any such condition arises after the tour is booked, you must advise Kick It Abroad in writing immediately. Your doctor has signed off on you being able to participate in this tour and taking part in any and all activities will not harm you in any foreseen way.

You must advise Kick It Abroad in writing, at or prior to booking, of any physical, emotional or mental condition which (a) may affect your ability to fully participate in all activities included within the tour; (b) may require professional attention during the tour; or (c) may require the use of special equipment. If any such condition arises after the tour is booked, you must advise Kick It Abroad in writing immediately.

If you have any specific dietary restrictions or allergies, you must inform Kick It Abroad of these in writing at the time you book your tour. While Kick It Abroad will try to accommodate these restrictions or allergies, Kick It Abroad makes no representation or warranty that the tour will be able to accommodate any such dietary restrictions or allergies including, without limitation, that any food or beverage consumed on tour will be prepared in a certain manner or be free of any known or unknown allergen, or that any location or environment to which the tour may travel or stay shall be free of toxins, allergens or other pollutants. Under no circumstances shall Kick It Abroad be liable for any food or beverages you consume on the tour or for any environmental waste, toxins or pollutants you may encounter while on tour.

Kick It Abroad reserves the right to decline or cancel your reservation, or to remove you from a tour in progress, if Kick It Abroad reasonably determines your condition would adversely affect the health, safety, or enjoyment of you or of other participants. If Kick It Abroad removes you from a tour in progress pursuant to this paragraph, you will not be entitled to any refund and Kick It Abroad shall have no further liability.

You travel at your own risk. Kick It Abroad is not liable for any injuries or damages you may suffer on the tour. Kick It Abroad is not responsible for the costs of any medical treatment you may require during the tour. Under no circumstances is Kick It Abroad responsible for the quality of medical care, or lack thereof, you may receive while on the tour.

Conduct

As you are representing your group (whether it be a university, a club, or a school), you agree to act with dignity and class throughout the tour. Behavior deemed inappropriate either by your Coach or a Kick It Abroad Director will not be tolerated.

Inappropriate behavior includes, but is not limited to, irresponsibility, gross disrespect, violence, behavior adversely affecting you or others, and drug or alcohol abuse. Kick It Abroad Directors have the right remove, and terminate the tour of, anyone who they deem to be behaving inappropriately. If Kick It Abroad removes you from a tour in progress pursuant to this paragraph, you will not be entitled to any refund and Kick It Abroad shall have no further liability.

Damage caused while on the tour will be charged to and borne by the person responsible.

While participating in this tour, you agree to follow all laws of the country you are visiting.

Permission for promotion

You give permission for Kick It Abroad to use photographs or videos of you and statements from you for promotional materials, which includes, but is not limited to, websites, brochures, and advertisements.

INSURANCE

Each traveler has the option of purchasing insurance for the tour. We recommend you purchase travel insurance. These insurance policies include, but are not limited to, baggage insurance, property insurance, flight insurance, and medical insurance. Please contact a Kick It Abroad Director if you are interested.

PAYMENT INFORMATION

Payment Schedule

You agree to follow the payment schedule that will be sent to you by Kick It Abroad.

Kick It Abroad reserves the right to alter this payment schedule based on the group that is taking the tour. Booking the tour later in the process, for example, will lead to an altered payment schedule.

Except as otherwise expressly provided herein, all deposits are non-refundable.

Late Payment

Late payments will result in a penalty. A late fee of \$50 per person will be assessed for any payment received after the date it is due. A late fee of \$100 per person will be assessed for any payment received 15 days or more after the date it is due.

REFUNDS, TRANSFERS, AND CANCELLATIONS

Cancellation by You

If you must cancel your tour, you must do so in writing. Upon cancellation, you will forfeit any and all deposit(s) you have made. You are solely responsible for any and all flight or other third-party cancellation fees resulting from your cancellation.

Ticket Transfer

Transferring tickets and/or a reservation for the tour from one person to another will be allowed at the discretion of Kick It Abroad's Director, subject to the rules of the applicable carrier or other-third party supplier.

The cost of transferring a ticket will be borne solely by the two parties taking part in the transfer.

At any time, Kick It Abroad reserves the right to refuse or disallow a ticket transfer.

Tour Cancellation: Other

Kick It Abroad reserves the right to cancel a tour for any reason or no reason.

In the event that a tour is canceled by Kick It Abroad, through not fault of yours or any other person(s) participating on your tour, all deposits previously received from you by Kick It Abroad will be refunded to you net of any applicable airline or other third-party cancellation fees and any other amounts then owed to us.

Anything herein to the contrary notwithstanding, Kick It Abroad reserves the right to cancel or shorten a tour without notice, in which event your sole remedy shall be a prorated refund for any unused portion of the tour.

LIABILITY LIMITATION

As a tour operator, Kick It Abroad organizes, promotes, and sells tour programs consisting of certain travel services, including surface, air, and water transportation, sightseeing excursions, and hotel accommodations that Kick It Abroad purchases or reserves from various suppliers (collectively, "Suppliers"). Kick It Abroad does not own or operate any of these Suppliers. The Suppliers providing travel services for Kick It Abroad's tour programs are independent contractors, and are not agents or employees of Kick It Abroad. As such, Kick It Abroad is not responsible for any act or failure to act of any Supplier or of any third party. Some tours include visits to shops and merchants. Kick It Abroad is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary. By utilizing the travel services of the Suppliers, you agree that you will look solely to such Suppliers for any accident, injury, property damage, or personal loss to you or to those traveling with you, and that neither Kick It Abroad nor any agent or representative of Kick It Abroad shall be liable therefore.

You agree that Kick It Abroad shall not be liable or responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of, or failure to provide, any goods or services, related to, caused by or resulting from acts of God or Force Majeure, acts of war or civil unrest, insurrection or revolt, fuel shortages, 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, the acts or omissions of any sports opponent or their agents, or for the failure of any transportation mechanism to arrive or depart on time, sanitation problems, or lack of medical care.

To the extent that Kick It Abroad is involved in booking air transportation for you, Kick It Abroad acts as an agent of the air carrier and not as your agent. For all other purposes, Kick It Abroad does not act as an agent for any party whatsoever.

Kick It Abroad reserves the right to decline to accept or retain any person as a member of any tour.

Kick It Abroad reserves the right to modify itineraries and substitute hotels and accommodations. Included features may not be available for all departures.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) KICK-IT ABROAD WILL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TOUR OR THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY INCLUDING NEGLIGENCE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) KICK-IT ABROAD'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND A TOUR WILL NOT EXCEED THE FEES

ACTUALLY PAID BY YOU TO KICK-IT ABROAD UNDER THIS AGREEMENT WITH RESPECT TO SUCH TOUR.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KICK-IT ABROAD DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY TOUR AND ITS SERVICES UNDER THIS AGREEMENT, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GOVERNING LAW

This relationship shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles. Any claims against Kick It Abroad must be brought in the state or Federal Courts of the Commonwealth of Massachusetts, to the exclusion of the Courts of any other state or country. Any action, whether arising from contract, tort or otherwise, must be brought within one year from the date of departure, or else shall be deemed irrevocably waived.

ACKNOWLEDGEMENT

I (parent/guardian if my child is under the age of 18) have read and comprehended Kick It Abroad LLC's *Terms & Conditions*. By signing this form, I agree to the *Terms & Conditions* in their entirety and to the following:

I recognize that my tour begins when my I am met by the Boston College Coaches and Kick It Abroad Directors at the Leonardo da Vinci Fiumicino Airport in Rome. The tour officially ends upon leaving the BC Coaches and Kick It Abroad Directors at the same airport. For anyone planning on staying after the group departs, their tour officially ends once they leave the group. The *Terms & Conditions* apply during this time only.

I (if my child is taking part in a Kick It Abroad tour) allow my child to participate in any and all activities on the Kick It Abroad tour.

If I (or my child) becomes ill or injured, a Kick It Abroad Director or their designee may take any and all action they deem necessary or appropriate with respect to my (or my child's) health, safety or well-being. This includes, but is not limited to, medical treatment. I will incur any costs associated with this and I hereby release Kick It Abroad LLC, its managers, members, employees agents and affiliates from, and agree to indemnify and hold them harmless against, all claims arising out of or related to any action taken or omitted to be taken by them, in good faith, relating to my (or my child's) health, safety or well-being, other than for gross negligence or intentional misconduct.

I understand that there are risks involved in playing sports and traveling to a foreign country. I agree to assume all risk and responsibility if anything is to happen to myself (or to my child) while on tour with Kick It Abroad. This includes time spent both with the Kick It Abroad group and time spent on my own away from the group. I hereby release Kick It Abroad LLC, its managers, members, employees agents and affiliates from, and agree to indemnify and hold them harmless against, all claims arising out of or related to any injury received by me (or my child) during the tour including, without limitation, transportation, lodging, meals, sightseeing and/or participation in sporting events.

Names of travelers in family engaging in a Kick It Abroad Tour:

[Note: If multiple members of a family are going, only one signature is needed from a parent or legal guardian, though the full names of all travelers must be listed below.]

The *Terms & Conditions* shall apply to me and each of the individuals listed above.

Signature _____ Date _____

*Note: If you are younger than 18, a parent or legal guardian **must** sign the form.*