

Malaga Global Adventures Tour April 22-28, 2018

Terms & Conditions

Prices quoted are based on group participation and no refunds will be made for any part of the program in which you choose not to participate. It is understood that refunds cannot be made to passengers who do not complete the tour for whatever reason nor to passengers whose required documentation for entry into any country on the itinerary is delayed or denied.

RESPONSIBILITY: Dickinson College, its trustees, officers, employees, representatives and agents (hereinafter "College") assumes no liability for failure to provide the services, transportation, lecturers and accommodations referred to in the trip brochure and our web site to the extent that such services and accommodations cannot be supplied due to delays or other causes beyond the control of College, which include but are not limited to sickness, epidemics, pandemics, weather, strike, war, civil disturbances, acts or threats of terrorism, travel warnings or bans, termination or suspension of war risks or other carrier insurance, quarantine, and acts of God.

The participant agrees that College has no responsibility or liability of any nature whatsoever for damage to or loss of property, or injury to, or death of persons due to any act, omission or negligence of any carrier, hotel, restaurant, bus carrier, tender service, sightseeing company, or any other persons rendering any of the services or ground portions of the itinerary.

The participant further waives any claim against College for any such damage, loss, injury or death. College shall not be responsible for any additional expenses, delays, substitution of equipment, and/or any act or omission whatsoever by the suppliers of such services, their agents, servants and employees, and the participant hereby waives any claim arising there from. College reserves the right to decline, accept or retain any participant at any time.

College reserves the right to cancel this tour prior to departure, in which case payment will be refunded without further obligation on our part, except when trip cancellation, itinerary changes and/or delays are mandated by any of the aforesaid causes beyond our control, the passenger shall have the option of accepting in lieu of the original tour such rescheduled tour or other substituted tour(s) as may be offered by us, or else, receiving a refund of as much of such advance tour expenditures as College is able to recover on the passenger's behalf from carriers, third-party tour vendors, etc., but, College shall not have any obligation or liability to the passenger beyond the foregoing. The passenger contract in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies (such as ship operators and airlines) and the purchaser of this tour and/or passage.

Participants are encouraged to purchase airline tickets no sooner than 60 days before the tour begins to avoid airline cancellation penalties if a tour is canceled or otherwise modified subsequent to the participant's purchase of those tickets. College accept no liability for the purchase of non-refundable airline tickets to the tour departure city and return. Baggage and personal effects are at all times the sole responsibility of the participant. By forwarding your deposit, the passenger certifies that he/she agrees with these terms and conditions, and that he/she does not have any mental, physical or other condition or disability that would create a hazard for him/herself or other passengers.

ITINERARY: College reserves the right to change the itinerary due to weather conditions, availability of anchorages, political conditions and other factors beyond our control without consulting the participants. Participants have no right to any refund or other considerations in the event of these itinerary changes. Rates are based on tariffs and exchange rates in effect at the time of printing and are subject to change prior to departure. Substantial changes in tariffs, exchange rates, the price of fuel, services and labor may increase the cost of arrangements significantly; and we reserve the right to alter our prices.

AS A CONDITION OF ACCEPTANCE, EACH PARTICIPANT MUST AGREE TO AND SIGN THE FOLLOWING RELEASE OF LIABILITY:

RELEASE: Notwithstanding anything set forth above or otherwise contained herein, the signatory clearly understands that the College is in no way responsible and can assume no liability of any nature whatsoever for the tour and any acts, omissions or negligence by the College or by companies and persons with whom the College may contract. The signatory has carefully read the list of activities, requirements and conditions as listed in the brochure and application for the tour and is aware that the tour and its activities involve the risk of personal injury or death and damage or loss of property.

In consideration of the benefits to be derived from participation in the tour, the signatory voluntarily accepts all risk of personal injury or death and property damage or other loss arising from participation on the tour and hereby agrees that he/she and his/her dependents, heirs, executors and assigns, do release and hold harmless, College, its trustee, officer, employees, or representatives, from any and all claims, causes of actions, losses, expenses (including but not limited to attorneys' fees and costs), suits, demand, and actions (including but not limited to any claims, suits demands and actions based upon contract, tort, negligence, contribution, indemnity, strict liability or otherwise) in any manner based upon or arising out of any property or personal damages, losses, expenses, charges, costs, injuries, deaths or illnesses sustained or incurred by participant which may arise out of or result from or be attributed to or connected with in any way, in whole or in part, directly or indirectly, any of the following: participation in the tour: any act, omission or neglect (whether active, passive, sole or concurrent), whether negligent or otherwise, on the part of the College, including claims of negligence, illness, personal injury, death or property damage or loss, however caused, arising from or related to this tour.

The signatory has read carefully this agreement, and will abide by the conditions set by College as described in the brochure and in the Terms and Conditions of this and other sections as stated herein or elsewhere published. The signatory affirms that he/she has not received or relied on any oral or written representation of College as a basis for executing this Release.

Signature of participant

Printed name of participant

Date