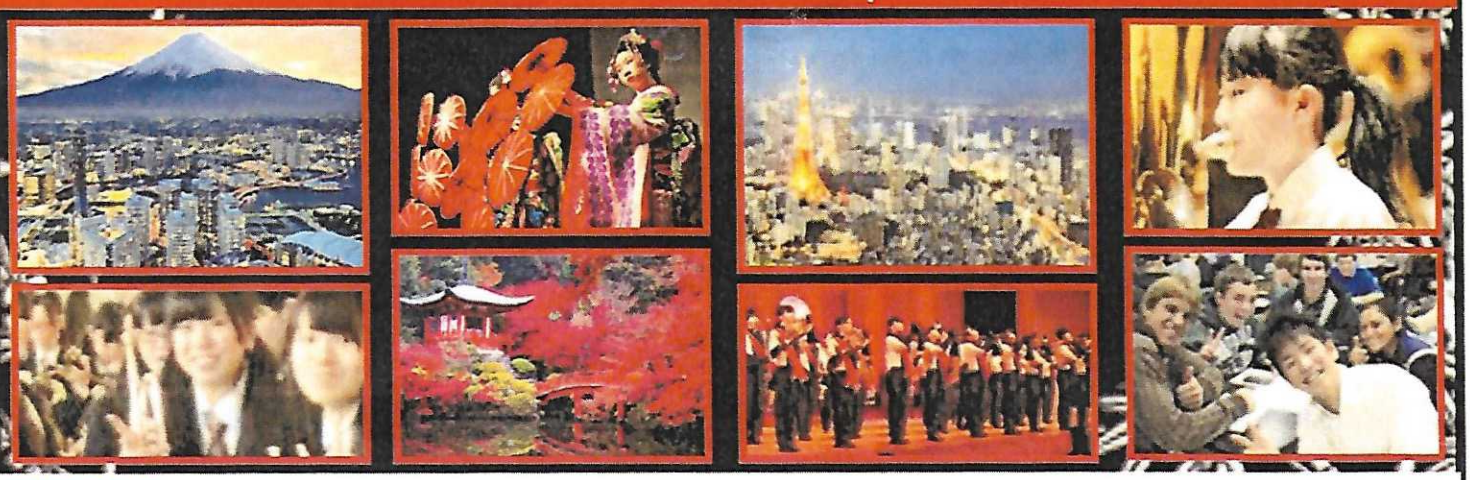
Feb 1 online $ = free trip cancellation

International Festival of Winds & Percussion

JAPAN: JULY 11-18, 2017

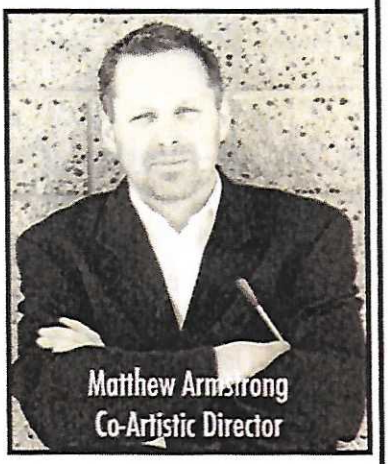


PERFORM

- **Exchange concerts** and workshops with local Japanese band students in TOKYO organized by the SAITAMA BAND ASSOCIATION
- **Participate** in the official festival of the TOKYO BAND ASSOCIATION
- **Perform** at Tokyo DISNEYLAND (pending audition)

DISCOVER

- **Tour** TOKYO where you'll see the Meiji Shrine, the towering Japanese House of Parliament, Imperial Palace, and Tokyo's oldest and most significant Buddhist temple, Asakusa Kannon Temple
- **Explore** Shibuya, the most popular youth culture destination in Tokyo with the most populated metro station in the world



Matthew Armstrong
Co-Artistic Director

Shannon Kitelinger
Co-Artistic Director

EXPERIENCE

- **Experience** exchange with Japanese band students
- **Enjoy** an exciting day at Tokyo DISNEYLAND
- **Visit** Hase-dera, home of a giant statue of Kannon, the goddess of mercy who stands more than 30 feet high and is the tallest wooden image in Japan.

EARN COLLEGE CREDIT: Each participating director AND student will have the additional option to earn credit from San Diego State University for participation in workshops and exchange! Details to come!

Harmony INTERNATIONAL

2090 Baker Road • Suite 304-103 • Kennesaw, GA 30144
www.harmonyinternational.com • info@harmonyinternational.com

ITINERARY SUBJECT TO CHANGE

TUESDAY, JULY 11—TRAVEL DAY

Depart San Diego on your overnight flight bound for Japan.

WEDNESDAY, JULY 12—WELCOME TO JAPAN

Afternoon arrival into Narita International Airport. After customs and immigration formalities, board our waiting motor coaches and transfer to our hotel for check-in. Welcome dinner included at the hotel.

THURSDAY, JULY 13—TOKYO

After breakfast, we begin our sightseeing in Tokyo. We'll visit the Meiji Shrine, which was dedicated to the Emperor and Empress in 1926 and is Tokyo's most popular and important Shinto shrine. Return to the coach and drive past the towering Japanese House of Parliament en route to the Imperial Palace East Garden. Located outside the Imperial Palace on the grounds of a former Edo-era castle, the expansive grounds contain a tea pavilion, traditional Japanese garden, a moat and stone walls. Next, we visit Tokyo's oldest and most significant Buddhist temple, Asakusa Kannon Temple (also known as Senso-ji). Dinner included at a local restaurant tonight.

FRIDAY, JULY 14—KAMAKURA/SHIBUYA

After breakfast, we'll visit Kamakura to visit the Daibutsu, the big bronze Buddha statue on the grounds of the Kotokuin Temple. Cast in 1252, it's more than or 43 feet high making it the second largest in Japan and the largest one that sits outdoors; the wooden temple structure that once housed it was destroyed in a tsunami about 500 years ago. We'll also see Hase-dera, located on a hill in Kamakura with a sweeping view of the sea, is home of a giant statue of Kannon, the goddess of mercy. According to tradition, the site of the temple was chosen by Kannon herself. The gilded wood statue of Kannon is more than 30 feet high and is the tallest wooden image in Japan. It has 11 heads and each face has a different expression, representing Kannon's compassion for all kinds of human suffering. The temple is also known for its many Jizo statues. There are thousands of them clustered around, on ledges and along stone paths and stairways. The Jizo, a Japanese form of bodhisattva, is believed to be the guardian of children and is usually depicted as a Buddhist monk.This evening, you'll have some free time in Shibuya for shopping and diner on your own (in groups). Shibuya is the most popular youth culture destination in Tokyo with the most populated metro station in the world! This notorious Tokyo area was featured in the "Lost In Translation" starring Bill Murray and Scarlet Johansson. We'll have an arranged meeting time and place to board our coaches and return to hotel for overnight.

SATURDAY, JULY 15—TOKYO

After breakfast at the hotel, **today is a complete day of workshops, exchange, and rehearsals arranged by the Saitama Band Association ending with a Gala concert this evening in the Tokyo area.** In order to expand on the cultural exchange experience, we anticipate being able to connect students from the US with the Japanese students whom they will meet on this day so that they can begin to communicate prior to our arrival in Japan. Lunch and dinner are included today. Return to hotel for overnight.

SUNDAY, JULY 16—TOKYO BAND ASSOCIATION FESTIVAL

After breakfast, we'll spend the day at the **Festival of the Tokyo Band Association at the Fuchu-no-mori Arts Theatre. We will have the opportunity to rehearse and perform for and meet Japanese Bands.** The school band movement in Japan is unusually strong. Many international observers of Japanese school bands consider them to be the most impressive in the world, particularly among young students. Dinner is included in a local restaurant.

MONDAY, JULY 17—TOKYO DISNEYLAND

After breakfast at the hotel, we'll spend a full day at Tokyo Disneyland! Lunch in the park. **Each band will have the option for an opportunity to play inside the park today** (pending audition). Farewell dinner included tonight.

TUESDAY, JULY 18—DEPARTURE

Afternoon departure from Tokyo's Narita International Airport for return flights to San Diego.

What's Included in Your Project Cost?

1. **Roundtrip airline transportation from San Diego** provided by scheduled air carrier, including all services such as luggage handling, meal/beverage catering, and in-flight entertainment. Airfare has been included based on a cost of $1,200 per person. If unexpected fare increases and/or airlines taxes/fuel surcharges cause airfare to exceed $1,200 per person, participant will be liable for the difference. Likewise, if the airfare is less than $1,200 per person, the difference will be credited back to participant's final payment.
2. **Transportation** by motor coach or other transportation as listed in the itinerary.
3. **Concert/Educational/Cultural Arrangements** are provided as authorized by local and national and authorities. As such, the performance venue and schedules are subject to their discretion. Sightseeing and cultural activities are scheduled around these significant arrangements. (HI is not responsible if inclement weather, local political situations, or changes made by the host concert site are cause for the last-minute cancellation or change of a concert.)
4. **Venue rental** for rehearsals and concert.
5. **Percussion** and large instrument rental for 3 days.
6. **Accommodations** at 3/4-star hotels. The prices are based on double/triple occupancy, all rooms with private (en suite) facilities.
7. **Breakfast provided daily;** 4 dinners and 1 lunch. All other meals are at participant expense.
8. **Sightseeing excursions** as outlined in the day-by-day itinerary. Guides are selected based upon experience, referral, knowledge, and ability to deal with people.
9. **Hosting** fees and travel associated with artistic directors.
10. **Assistance** from HI staff as requested. Members of the HI staff will be with the group throughout the Tour.
11. A pre-departure **HI Travel Packet** is available to each participant containing useful information about travel preparation, destination information, useful packing and cultural conditioning suggestions as well as insights and travel documents.
12. A **Printed itinerary** is given to each individual listing hotel addresses, local contact phone numbers, and HI staff contact procedure.
13. **Tour Management** is conducted by HI working directly with local agencies to establish objectives, develop itineraries, and coordinate all items related to the Tour.
14. **Individual emergency medical insurance coverage** is included in ALL HI projects covering each individual (summary of coverage in the next column).

Summary of Insurance Coverage

Accidental Death & Dismemberment.....$100,000/Person
(Reduced to $10,000 for those under age 12 or over age 70)
Disability Income, for 1st through 100th months, Accident..1,000/Month
For 101st through 200th months, Accident.....$500/Month
For Sickness 50 Month Benefit
3 Month Waiting Period.....$250/Month
Medical Expense, $100.00 Deductible.....$10,000
Note: $2,500 of this benefit can be used to meet eligible medical expense incurred in the U.S.
Emergency Evacuation.....$100,000
Family Coordination and Repatriation of Mortal Remains.....$25,000
Medical Assistance (24 Hour Telephone Service)
For Assistance with Worldwide Medical Emergencies.....Included
Property (Baggage) Insurance
$100.00 Deductible.....$2,500
Aggregate Limit.....$2,000,000

What's NOT Included in Your Project Cost?

1. One dinner, 5 lunches
2. Tips to guides, drivers (collected prior to travel)
3. Optional trip Cancellation Insurance

Information on optional Trip Cancellation insurance through Travel Guard will be made available to each participant by email upon registration.

Pricing Per Participant

(Based on double/triple occupancy INCLUDES international airfare)

COST PER PERSON	Optional Single Room Supplement
$3,687	$417

Tentative Payment Schedule

Due with Registration	$300 per person (non-refundable)
By April 15, 2016	$400 per person
By June 15, 2016	$400 per person
By August 15, 2016	$400 per person
By October 15, 2016	$400 per person
By December 15, 2016	$500 per person
By February 15, 2017	$500 per person
By April 15, 2017	Final Balance Due

The Cost Per Person (each a Participant) is based on airfare, prices, tariffs, and exchange rates in effect on the Effective Date, and is subject to change depending on airline schedule, exchange rates, and fees at time of booking. HI shall use commercially reasonable efforts to minimize or eliminate any increase, but Participant acknowledges and agrees that such increases are possible. If the Cost Per Person increases by more than 15%, Participant shall have the right to cancel this Agreement and receive a refund of the Cost Per Person (subject to the Terms and Conditions of this Agreement).*

Cancellation Fee Schedule*

No later than 7 days after receipt of registration:	$300 retained
On/before 180 days prior to departure:	25% of cost per person retained
On/before 120 days prior to departure:	50% of cost per person retained
On/before 60 days prior to departure:	75% of cost per person retained
On/before 30 days prior to departure:	100% of cost per person retained

What's My Next Step?

To register each participant must complete ALL the following steps:

STEP 1: Go to www.HarmonyInternational.com

STEP 2: Click on "Register for a Project" in the lower right side of the website.

STEP 3: From the drop-down menu, choose "HI219 – JAPAN – International Festival of Winds and Percussion."

STEP 4: Complete all Registration Information. Items marked with an asterisk (*) denote required information. PARENTS: Please register with your email address rather than your student's email address. Most of the information we communicate to you regarding your trip and payments will be communicated via email.

STEP 5: Read and agree to the Terms of Registration.

STEP 6: Click on "Register." The following webpage will provide a link for you to make your registration payment of $300 by Visa, MasterCard, or Discover. A receipt will be emailed to you for your payment.

STEP 7: Sign the Participant Letter of Agreement and the Liability Release Agreement.

STEP 8: Mail the Participant Letter of Agreement and Liability Release Agreement to:

HARMONY INTERNATIONAL
2090 Baker Road
Suite 304-103
Kennesaw, Georgia 30144

OR Fax forms to (770) 635-8585

OR Scan and email forms to office@harmonyinternational.com

STEP 9: Please note your payment schedule included on the Participant Letter of Agreement.

PLEASE NOTE: Your registration for this project is NOT complete until you have fulfilled your $300 registration payment.

Instructions for Purchasing Airfare

Airfare is booked as a group. Harmony International will work closely with your director to find the best schedule and pricing. You will receive an email from your project manager with flight specifications once a flight schedule has been decided. (Please refer to Terms and Conditions sections 12.4 and 12.5 for further information regarding group airfare purchase.) Budget of $1200 per person has been included for your flight. If flight cost exceeds $1200 per person, participant is responsible for the difference. Likewise, if flight cost is less than budgeted, the difference will be credited back to your final balance due.

Here are several things to keep in mind regarding group flight purchases:

- Group reservations are booked as round-trip travel in coach/ economy class.
- Seats CANNOT be pre-assigned by Harmony International with group bookings.
- Group reservations cannot be paid for using frequent flyer points.
- Participant can earn frequent flyer miles on the flight by presenting frequent flyer number to agent upon check-in.

Frequent Flyers

All ground transportation to and from the Japan airport is arranged for the group as a whole. If you opt to purchase your own flight apart from the group or if you have a frequent flyer account with an airline, you are welcome to purchase your flights using your frequent flyer points, but you will be responsible for booking your own airfare. We prefer that you choose the same schedule as the group. However, if you choose a schedule arriving much later or earlier than the group, you will be responsible for your own transportation and possibly miss part of the project activities. Do NOT purchase your airfare until after your project manager has sent you the group airline schedule via email. If you DO purchase your own airfare, the budget of $1200 will be credited back against the cost of the project.

PARTICIPANT LETTER OF AGREEMENT

Effective Date: January 11, 2016

This Letter of Agreement is made by and between Harmony International (HI) and the following participant for the **HI219 – JAPAN – International Festival of Winds and Percussion** (Project):

✗ _____

Please Print FULL NAME as it appears on your U.S. Passport

ITINERARY

PROJECT: **HI219 – JAPAN – International Festival of Winds and Percussion**
July 11-18, 2017: 8 Days/7 Nights

PRICING PER PARTICIPANT

(Pricing is based on 120 fully paying participants)

COST Per Person	Option SINGLE ROOM Supplement
$3,687	$417

The Cost Per Person (each a Participant) is based on prices, tariffs, and exchange rates in effect on the Effective Date, and is subject to change depending on airline schedule, exchange rates and fees at time of booking. HI shall use commercially reasonable efforts to minimize or eliminate any increase, but Participant acknowledges and agrees that such increases are possible. If the Cost Per Person increases by more than 15%, Participant shall have the right to cancel this Agreement and receive a refund of the Cost Per Person (subject to the Terms and Conditions of this Agreement).*

Due with Registration	$300 per person (non-refundable)
By April 15, 2016	$400 per person
By June 15, 2016	$400 per person
By August 15, 2016	$400 per person
By October 15, 2016	$400 per person
By December 15, 2016	$500 per person
By February 15, 2017	$500 per person
By April 15, 2017	Final Balance Due

No later than 7 days after receipt of registration:	$300 retained
On/before 180 days prior to departure:	25% of cost per person retained
On/before 120 days prior to departure:	50% of cost per person retained
On/before 60 days prior to departure:	75% of cost per person retained
On/before 30 days prior to departure:	100% of cost per person retained

*Subject to Section 4 under Terms & Conditions

This Agreement is not effective unless accepted by HI below and is subject to the Terms and Conditions, which follow and which are incorporated herein. No verbal representations or Agreements are binding unless included in writing with this Agreement. By signature below, Participant acknowledges that he/she has read, understands, and agrees to the contents of this Agreement and agrees to be bound by the Terms and Conditions, including any Rules and Regulations of HI. Notwithstanding any arrangement, Participant shall be responsible for payment in full of all amounts payable to HI pursuant to this Agreement.

ACCEPTANCE OF AGREEMENT: All of the terms of this Agreement are considered accepted by the Participant five (5) days after HI receives the first deposit, whether or not this Agreement is actually signed by either party.

Brad R. Matheson, President
Harmony International
Date: January 11, 2016

✗ _____
Signature of Participant (or parent if participant is a minor) Date

2090 Baker Road • Suite 304-103 • Kennesaw, GA 30144
Telephone: (888) 935-5551 • Fax: (770) 635-8585
www.HarmonyInternational.com • Info@HarmonyInternational.com

Harmony
INTERNATIONAL

LIABILITY RELEASE AGREEMENT

The undersigned (the Participant) is a member of or otherwise affiliated with an organization that has contracted with Harmony International, a Georgia corporation (herein HI), to schedule a project (the Project) in which the Participant has voluntarily agreed to participate.

Participant acknowledges and agrees that his/her participation in the Project is voluntarily undertaken by Participant and such participation shall at all times be and remain at his/her sole risk. The undersigned is fully aware of the risks and other hazards inherent in participating in the Project and voluntarily assumes all such risks and hazards, including, without limitation, the risk of death, illness, bodily injury, disease and loss of property, that may be sustained or suffered by Participant as the result of or in the course of participating in the Project.

Participant ACKNOWLEDGES AND AGREES THAT HI AND ANY AGENT, EMPLOYEE, DIRECTOR, OR OFFICER OF HI HAS NOT MADE ANY ASSURANCES OR GUARANTEES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, REGARDING the safety of the Project, including, without limitation, the safety of Participant. Participant represents to HI that he/she has had the opportunity to discuss his/her ability to participate in Project with a physician or other health care provider, all to the full satisfaction of Participant, and Participant does not have any physical limitation that precludes Participant from, or otherwise makes it advisable against, participating in the Project.

Participant for himself/herself and on behalf of his/her personal representatives and heirs **HEREBY FULLY AND FOREVER, RELEASES, WAIVES AND DISCHARGES HI AND ITS SUCCESSORS, NOMINEES, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (each a "Released Party" and, collectively, the "Released Parties") FROM ANY AND ALL OBLIGATIONS, CLAIMS, DEBTS, LIABILITIES, DEMANDS, AND CAUSES OF ACTION OF ANY KIND, CHARACTER AND NATURE, WHETHER LEGAL OR EQUITABLE, ARISING IN THE PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, WHICH ARISE FROM OR ARE RELATED TO, DIRECTLY OR INDIRECTLY, THE PROJECT OR THIS AGREEMENT (EACH A "CLAIM" AND, COLLECTIVELY, "CLAIMS"), INCLUDING, WITHOUT LIMITATION, (i) DEATH, BODILY INJURY OR DISEASE, AND (ii) LOSS OF OR DAMAGE TO ANY PROPERTY (COLLECTIVELY, THE "RELEASE").** Participant represents and warrants that he/she has not assigned, pledged or in any way transferred any right, title or interest in or to the matters covered by this Release. Specifically, though not limited to, Participant releases, waives and discharges the Released Parties from any and all damages, liability or causes of action that arises from acts of war, terrorism, or civil unrest.

PARTICIPANT EXPRESSLY AGREES THAT THIS RELEASE IS AND SHALL BE EFFECTIVE IN ALL EVENTS WITH RESPECT TO CLAIMS, EXCEPT TO THE EXTENT CAUSED BY THE SOLE GROSS NEGLIGENCE OF A RELEASED PARTY, AND THEN THIS LIMITATION SHALL APPLY ONLY TO THE PARTICULAR RELEASED PARTY WHO WAS GROSSLY NEGLIGENT.

The invalidity or unenforceability of any particular provision of this Liability Release Agreement shall not affect the other provisions hereof and the parties agree to replace the invalid or unenforceable provision by a valid and enforceable arrangement which achieves as closely as possible the purpose intended by the invalid or unenforceable provision (as evidenced by the wording contained herein).

Participant acknowledges and agrees that he/she bears the sole responsibility for any and all costs and expenses which he/she incurs in the event the Participant voluntarily or involuntarily deviates, for any reason, from any of the scheduled travel arrangements or accommodations for the Project, including, without limitation, travel arrangements and room assignments. Participant acknowledges that the Released Parties are under no obligation to and will not pay any such costs and expenses.

Further, Participant acknowledges that he/she has read the Letter of Agreement between HI and Participant relating to the Project, and agrees to strictly adhere to all terms and provisions therein.

Participant warrants that he/she has read and fully understands the terms, provisions, and effect of this Liability Release Agreement and voluntarily signs the same, and that no oral representations, statements, or inducements apart from the foregoing written agreement have been made to the undersigned.

PARTICIPANT:_____ ✗ _____

(PRINTED NAME) (SIGNATURE - Parent sign if participant is a minor)

WITNESS:_____ ✗ _____

(PRINTED NAME) (SIGNATURE)

DATE:_____

2090 Baker Road • Suite 304-103 • Kennesaw, GA 30144
Telephone: (888) 935-5551 • Fax: (770) 635-8585
www.HarmonyInternational.com • Info@HarmonyInternational.com

TERMS AND CONDITIONS

1. PAYMENT TERMS

1.1 Payment. Participant shall pay all amounts to HI in accordance with the Payment Schedule as set forth in the initial terms (the Initial Terms) on the first page of this Agreement and all other amounts due HI under this Agreement on or before the due date set forth in this Agreement.

1.2 Additional Deposits. From time to time, additional deposits, over and above those set forth in the Payment Schedule, may be required to guarantee space or fares. Participant shall make these additional deposits to HI when requested by HI. The necessity of such additional deposits is to be determined by HI in its sole discretion, and, if reasonably practicable under the circumstances, after consultation with Participant, and may result from circumstances such as, without limitation, traveling during peak periods, necessity for deposits due to the unique nature of the facilities, or any other purpose deemed necessary or advisable by HI.

1.3 Failure to Make Payments. Participant shall be in breach of this Agreement in the event Participant does not make a payments or deposits as required by this Agreement. Participant acknowledges and agrees that HI has expended or will expend time and resources to facilitate the Project and has reserved certain space or fares, which HI may be unable to reschedule. Upon any breach or default of this Agreement, by failure to make payments or otherwise, Participant is subject to the cancellation provisions set forth below and HI is free to reschedule the space or fares to the complete exclusion of Participant. HI may, in its sole and absolute discretion, allow the Participant to remedy the breach by making the required payments or deposits, or by otherwise performing as required. However, Participant agrees that all late payments, if accepted by HI, will be charged a late fee of one and one-half percent (1½ %) of the unpaid balance per month, and the acceptance of any late payment by HI shall not be to the exclusion of any other right or remedy available to HI at law or equity.

2. SCOPE OF SERVICES

The following services are the only services, which are to be undertaken by HI pursuant to this Agreement.

2.1 Services Supplied by HI. As part of this Agreement, HI agrees to supply the services and schedule the accommodations and travel arrangements as provided herein. The terms and provisions of arrangements and agreements made between HI and third-parties (each a Third-Party Agreement), including, without limitation, transportation providers, hotels, and guide services, as part of the services provided HI under this Agreement are hereby incorporated into this Agreement by this reference.

2.2 Services Excluded by HI. All services and items not expressly provided in Section 2.1 of this Agreement will not be provided or arranged by HI and are not covered by the Payment Schedule and must be paid by Participant separately. These services and items include, but are not limited to, the following: domestic travel to point of departure, local public transportation charges, tips to local guides, meals or beverages other than those noted, expenses of a personal nature such as laundry, telephone, valet, etc., porters for hand-carried luggage, passport and visa fees, free-time activities and optional excursions, and coach driver and guide/escort gratuities to the extent not expressly included in the Pricing.

3. LIMITATIONS ON LIABILITY AND INDEMNIFICATION

3.1 Limitation on Liability of HI. HI and its employees and agents shall not be responsible or liable for losses, damages or injuries to property or person arising from or relating to, directly or indirectly, this Agreement, including, without limitation, the services provided by or accommodations arranged for by HI hereunder, except to the extent solely caused by the gross negligence of HI. All tickets, coupons, and orders are issued subject to the foregoing and to the terms and conditions under which transportation and/or other services provided hereby are offered and/or supplied by the carrier and/or supplier.

3.2 Indemnification. Participant shall hold HI harmless from and indemnify and defend HI against any and all claims or liabilities for any injury or loss (including death) or damage to any person or property whatsoever arising from or relating to this Agreement, or a breach of any of the provisions hereof by Participant and all acts or omissions of Participant (and attorney's fees, costs, and expenses relating thereto). The provisions of Sections 3.1 and 3.2 of this Agreement shall survive the expiration or termination of this Agreement.

4. CANCELLATION

Participant may cancel this Agreement only upon the terms set forth in this Section.

4.1 Cancellation Schedule. Subject to the terms of the remainder of this Section, and provided that Participant has made all payments required under the Payment Schedule set forth in the Initial Terms, Participant may cancel this Agreement by providing written notice of the cancellation to HI in accordance with this Agreement. Upon receiving such notice, HI will, within thirty (30) days of the date of such notice, return to Participant the deposit(s), if any, in accordance with the Cancellation Schedule set forth in the Initial Terms.

4.2 Limitations on Cancellation. Notwithstanding the provisions of the preceding Section, Participant shall not be entitled to or receive a refund of deposits which have been applied to reserve space or fares to the extent such deposits are nonrefundable, in whole or in part, to HI. Further, in the event deposits or other payments made by Participant are less than (a) the amounts paid by HI, or for which HI is otherwise obligated to pay, to reserve space or (b) fares which are non-refundable, in whole or in part, Participant shall not receive any refund and shall remain liable to HI for the amount(s) expended by HI, or for which HI is otherwise obligated to pay, in excess of the amounts paid by Participant, and all such amounts are due and payable to HI upon notice to Participant. Further, Participant shall be and remain liable to HI for all damages and out-of-pocket expenses to HI resulting from Participant's cancellation of the Agreement.

5. DEFAULT AND CANCELLATION

Each of the following shall constitute a default under this Agreement: (a) Failure to make any of the payments or deposits when due; (b) Failure to comply with any term or condition of this Agreement; and (c) Failure to communicate or cooperate with HI, in its reasonable discretion, in arranging the Project. Upon a default or breach of this Agreement by Participant, HI shall have the right to exercise any rights and remedies as provided in this Agreement, and all other rights and remedies available at law or equity.

6. JURISDICTION AND LAW

Any dispute arising from or relating to this Agreement shall be resolved in the Superior Court of Cobb County, Georgia, or the Federal District Court for the Northern District of Georgia, and the parties agree to submit to the jurisdiction of such Court(s). This Agreement shall be governed by the law of the State of Georgia, excluding conflict of laws principles thereof.

7. ATTORNEY'S FEES

In the event of any legal action or proceeding brought by either party against the other arising out of this Agreement, HI shall be entitled to recover reasonable attorney's fees incurred in such action in the event the outcome of any such determination is in favor of HI.

8. WAIVER

A failure or refusal by HI to enforce the terms of this Agreement against a breach or violation of any provision of this Agreement by HI shall not operate or be construed as a waiver of that or any subsequent breach or violation of this Agreement by HI. No such waiver shall be valid unless in writing and signed by an authorized officer of HI.

9. NOTICES

Any notice required or desired to be given under this Agreement shall be deemed given if made in writing and delivered by personal delivery, by certified mail return receipt requested, or by overnight delivery by United Parcel Service, Federal Express, or any other commercially recognized overnight carrier to address of each party as specified in this Agreement. Participant is solely responsible for notifying HI, in writing, of any change of address that may occur during the term of this Agreement.

10. INTEGRATION AND AMENDMENTS

The provisions of this Agreement, including these Terms and Conditions, any Rules and Regulations of HI and any other agreement, the terms of which are incorporated into this Agreement by reference, supersede any prior or contemporaneous oral or written agreements between the parties regarding the subject matter of this Agreement. All information located in any advertising brochure is hereby superseded in its entirety by this Agreement and HI hereby disclaims any deemed representations or warranties made therein. To be effective, any amendment to or revision of this Agreement must be in writing and signed by both parties.

11. ACTS OF GOD AND OTHER EVENTS

If the Project is canceled before departure as a result of (each a "Force Majeur") an act of God, war, public disorder, terrorism, insurrection, rebellion, flood, hurricane, earthquake, or other severely inclement weather or other natural calamity, act or inaction of any governmental authority or changes in governmental rules after the date of this Agreement, explosion or fires, strike, work stoppage, or labor disputes, Participant may (1) cancel the Project and request a refund pursuant to the provisions for cancellation set forth in this Agreement, or (2) select an alternate mission program through HI (subject to the non-refundable provisions as provided above in this Agreement with respect to a cancellation of the Project). Participant acknowledges that if the Project is canceled, delayed or otherwise affected by a Force Majeur after commencement of the Project, Participant shall not be be entitled to a refund of any of the payments made to HI under this Agreement. Further, if

during the Project a Participant makes alternate travel arrangements as a result of a Force Majeur or otherwise, all costs and expenses relating to such alternate arrangements shall be borne solely by Participant, and Participant hereby agrees to indemnify and hold harmless HI from and against all such charges.

12. TRAVEL CONDITIONS

12.1 Hotels. Hotels arranged by HI are 3 or 4-star class hotels. Double or triple occupancy rooms are the standard room utilized. The operator or each hotel has represented to HI that each room has private lavatory facilities, including a shower or bath. A supplement surcharge is applicable to Participants who receive single-room accommodations (and there is no guarantee that such requests shall be fulfilled).

12.2 Fluctuations and Substitutions. Substitutions are allowed subject to the terms of the Third-Party Agreement. The addition of a new person to the Project, if such addition can be made, shall be charged at the best price available to HI at that time. A cancellation penalty may apply for reduction in Participants constituting greater than 20% of the original total number of Participants.

12.3 Rooming List and Late Changes for group leaders. Rooming lists must be received by HI no later than forty-five (45) days prior to departure. Late changes in the rooming list, including name changes, additions, and deletions are subject to a late change penalty of $25.00 per person. This charge is applied to the costs of administrative expenses, long distance telephone calls, overnight mail charges, etc.

12.4 Flight Arrangements: To the extent possible, flights will be provided by scheduled carriers, with the routing and scheduling of all transportation during the Project at the discretion of HI. The price provided for the Project in this Agreement is based on mid-week travel and airfare in effect on the date of scheduling. Any increase in airfare is borne by Participant. In addition to other limitations on liability as provided in this Agreement, HI shall not be responsible or liable, in any way, directly or indirectly, in any nature whatsoever for claims, losses, damages, or injuries to property or person (including, without limitation, death) resulting from the provision of or failure to provide transportation under this Agreement. The price of a vacant seat and the cost of segments of the program lost due to missing departure times or absences during the Project cannot be refunded. If any segment of travel or transportation is missed, regardless of the reason, Participant is responsible to make arrangements for and to pay all cost and expenses to rejoin the Project.

12.5 Equipment and Luggage. Luggage, including, without limitation, equipment, above normal luggage capacity established by the particular carrier, and the transportation for such equipment is not included in the price set forth in this Agreement and may be subject to additional charges as required by the carrier providing such transportation.