



**MAGNIFICAT
TRAVEL**
HOLYTRAVELS.COM

St. Thomas More High School

Wood Leaf

July 19-27, 2009

← **Begin on Front**

TRIP CANCELLATION/INTERRUPTION INSURANCE

Trip cancellation/interruption insurance is strongly recommended and is not included in your package. It is important to understand that if special circumstances arise prior to departure, (such as illness, jury duty, death in the immediate family, etc.) you may receive a refund for conditions covered under your policy only if enrolled in a trip cancellation/interruption insurance program. Trip cancellation/interruption insurance will also cover extraordinary circumstances while on pilgrimage (lost baggage, delays, illness, etc.). **Claims and refunds are handled by Travelex Insurance Services. Magnificat Travel will not issue any refunds after 46 days prior to departure.** Please see Booking Conditions and Travelex brochure for more details as well as for information concerning pre-existing conditions and special circumstances.

You can purchase insurance from Travelex via mail, fax, phone, or online at www.holytravels.com. Be sure to use our location # 18-8870 to identify yourself as part of our group. Insurance must be purchased within 21 days of deposit to cover pre-existing conditions.

TERMS & CONDITIONS AGREEMENT (MINORS UNDER AGE 18)

If participant is less than 18 years of age at the time of travel: Minors must have a parent/legal guardian read and agree to the terms and conditions for travel. All minors must be accompanied by an adult whom has agreed to accompany minor. In some cases this adult is the group leader. Please fill out the additional required information below.

Parent/Legal Guardian's Name	Parent/Legal Guardian's Best Contact Phone No.
Minor's Grade Level	Name of Adult Accompanying Minor

I am the parent or legal guardian of the above (minor) applicant. I have completely read and fully understand the "Release and Agreement" and "Booking Conditions" as supplied herewith, and agree to be bound hereby, and to cause the above applicant to comply therewith.

Signature of Parent or Legal Guardian _____ Date _____

TERMS & CONDITIONS AGREEMENT (ALL PARTICIPANTS)

All participants: I have completely read and fully understand the "Release and Agreement" and "Booking Conditions" as supplied herewith, and agree to be bound hereby, and to comply therewith.

Signature of Participant _____ Date _____

TO COMPLETE REGISTRATION

Please keep the terms & conditions for your records and mail your signed and completed registration form along with your deposit to:

**Magnificat Travel
PO Box 4801
Lafayette LA, 70502**



Booking Conditions

Availability

Trips are filled on a first come, first serve basis. Your trip registration is commenced and your spot is reserved once the full deposit and completed & signed registration form is received by Magnificat Travel, LLC. Some trips are sponsored by outside parties, and those parties reserve the right to choose who participates on the trip. Magnificat Travel, LLC also reserves the right to choose who may or may not participate on all trips. If no availability exists at the time of receiving your signed & completed registration from along with your deposit, you might still be able to attend the trip and will be placed on the waiting list (See Waiting List).

Waiting List

If no availability exists at the time of receiving your signed & completed registration from along with your deposit, you will be placed on the waiting list. Individuals are placed on the waiting list in the order that their registrations are received. If more availability becomes available, either by additional spaces being added or by participants canceling, then the next person on the waiting list will immediately take the available space. If Magnificat Travel, LLC is unable to provide additional availability to any registered individual who is on the waiting list by the time of travel then he or she will be entitled to a refund of his or her deposit or he or she can apply their deposit towards another trip.

Physical Requirements

Pilgrimages, missions, and retreats sometimes require extensive walking and/or physical activity. Trip participants should be able and willing to walk between 5 and 10 miles a day. Trip participants should also expect to walk with all of their luggage during transfers. Actual physical requirements may vary between trips. Participating on mission trips may include light construction including, but not limited to, heavy lifting, mixing cement, digging holes, pushing wheel barrels, and working outside in the sun. Please contact Magnificat Travel, LLC for anticipated physical requirements for individual trips.

Deposit

A non-refundable deposit is due to reserve your spot on the trip. Deposit amounts vary by trip. Please see registration form for deposit information. All deposits are non-refundable except for registered individuals who are placed on waiting list and Magnificat Travel, LLC is unable to provide additional space for travel (See Waiting List). Individuals who register after regular payments have been due are required to pay the full amount due at that time including regular payments. Please see the payment schedule to ascertain the total amount due.

Late Payments

A \$15 non-refundable late fee will be assessed per person per month for all payments received or postmarked after due dates. The first payment is exempt from late fees. All late fees are non-refundable. Participant will not be allowed to travel unless all of his or her complete balance (including regular payments, late fees, deviation fees, and additional applicable service charges) are received before 15 days prior to departure. Magnificat Travel, LLC reserves the right to retain or release participant's spot if a balance still exists in his or her account 15 days prior to departure, and the standard cancellation policy will apply. Magnificat Travel, LLC also reserves the right to charge additional late fees of no less than \$50 for an individual to rejoin the trip if space is still available.

Taxes, Fuel Surcharges, & Fees

All taxes, surcharges, fuel surcharges, exchange rate charges, & additional fees will be assessed as taxes & fees at the time of the last payment. Actual taxes & fees amount will be determined at the time of the last payment and may vary from estimated tax amount. Exchange rate charges will be assessed if exchange rates fluctuate more than 3% above the rate observed at commencement of trip registration. Please contact us for estimated taxes & fees. Taxes & fees also vary by trip. All taxes and fees are non-refundable.

Travel Cancellation/Interruption Insurance

Trip cancellation/interruption insurance is strongly recommended and is not included in your trip price. Please note that if special circumstances arise prior to departure, (such as illness, jury duty, death in the immediate family, etc.) you may receive a full refund from Travellex for conditions covered under your policy if you have enrolled in a trip cancellation/interruption insurance program. Trip cancellation/interruption insurance will also cover extraordinary circumstances while on pilgrimage (lost baggage, delays, illness, etc.). Travel Cancellation/Interruption Insurance is the only way to receive a 100% refund including some non-refundable fees. Magnificat Travel, LLC will not return any non-refundable fees (except for those who are on waiting list and are not able to travel due to trip availability only) at anytime nor issue any refunds after 46 days prior to departure.

- **To Purchase** - You can purchase insurance from Travellex via mail, fax, phone, or online at www.holytravels.com by clicking on the Travellex link.
- **Location #** - Be sure to use our location # 18-8870 to identify yourself as part of the group.
- **Pre-existing Conditions** - Insurance must be purchased within 21 days of paying the deposit to cover pre-existing conditions*.
*Please see Travellex brochure for more details and for information concerning pre-existing conditions and special circumstances.

Cancellations

All cancellations must be submitted in writing by mail, fax, email, or in person at Magnificat Travel, LLC. Cancellation date is determined by: date postmarked for mail; date received for fax; date received for email; and date received for in-person. If a replacement is available, the replacement's registration form is due along with the written notice of cancellation. Unless a replacement is presented, the canceling participant's spot is immediately released. Refunds are issued after completion of travel.

If Cancellation Date is...	Then participant will receive...
100 or more days prior to departure	100% of amount paid after non-refundable fees
99-70 days prior to departure	50% of amount paid after non-refundable fees
69-46 days prior to departure	25% of amount paid after non-refundable fees
45 days or less	0% of amount paid

Deviations

For all requested deviations from the scheduled itinerary, a minimum 25% of the total price of the trip or a \$150 non-refundable deviation fee (whichever is less) will be assessed in addition to extra charges imposed by suppliers. For a quote on deviations, please submit a written request including dates and specific preferences related to the deviation to Magnificat Travel, LLC.

Individual Travel (Non-Group Travel)

Magnificat Travel, LLC does not currently offer travel for individual non-group travel except for deviations (See Deviations). Group qualification requires at least 10 individuals traveling together on the same itinerary.





Release and Agreement

1. I agree to release, indemnify and hold harmless Magnificat Travel, LLC and its affiliates (which term shall include parents, subsidiaries, officers, directors, shareholders, agents and employees of Magnificat Travel, LLC as well as Magnificat Travel, LLC itself) and my school, my parish, my school board, my diocese and group leader (the "Released Parties") from, and agree not to sue the Released Parties for, any claims that I may have arising from, or in connection with, any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatever related in any way to my participation in any Magnificat Travel, LLC sponsored trip. Without limiting the generality of the foregoing, I release, indemnify and hold harmless the Released Parties from, and agree not to sue them for any personal injury, bodily injury, mental anguish, emotional distress, physical property or other damage that I may suffer from the Released Parties' negligence other than from intentional or reckless acts by such parties. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any other agents over the Released Parties have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators. This release also includes activities not offered by Magnificat Travel, LLC that may be considered risky including, but not limited to, horseback riding, scuba diving, snorkeling, river rafting, mountain climbing, hiking, whitewater rafting, swimming, canoeing, etc.
2. I understand that the air carrier's liability for loss of or damage to baggage or property, or for death injury to person, is limited by their tariffs, or the Warsaw Convention, or both.
3. I understand and agree that Magnificat Travel, LLC shall have no liability or responsibility for me when I am absent from Magnificat Travel, LLC supervised activities or for non-Magnificat Travel, LLC supervised activities, such as visits to friends or relatives or during deviations periods if the deviation period does not include the services of an Magnificat Travel, LLC escort.
4. I understand and agree that Magnificat Travel, LLC reserves the right to refuse or cancel my registration at their sole discretion. Group leaders may also refuse or cancel any participant's registration including my own. In such event, Standard Cancellation guidelines as outlined in the Booking Conditions apply.
5. I agree to abide by Magnificat Travel, LLC's regulations and the directions of my group leader, my trip director or Magnificat Travel, LLC's personnel during my trip. Failure to do so may result in Magnificat Travel, LLC terminating me from the trip immediately. I understand that to disobey such rules or directions is to waive the right to a refund, and that Magnificat Travel, LLC or my group leader may then send me home at my own expense.
6. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol. (Minors must have parents' permission to use alcohol even if the local law would otherwise permit them to.) I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund, and Magnificat Travel, LLC may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.
7. I understand and agree that if I become ill or incapacitated, Magnificat Travel, LLC and its employees, or my group leader, may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.
8. I understand and agree that Magnificat Travel, LLC has the right to make changes in trip itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines.
9. I understand that by enrolling on this trip, I have made the choice to travel with the teacher/group leader organizing my group, and I understand that this choice may not be the responsibility of Magnificat Travel, LLC. I understand that a group leader must accompany me on trip. If my group leader cancels for any reason, Magnificat Travel, LLC will ask him or her to assign a new group leader. If I cancel at this point and choose not to travel with the replacement group leader, I will be treated as a standard cancellation. I may also request that Magnificat Travel, LLC place me with another Magnificat Travel, LLC group. If Magnificat Travel, LLC cannot find another group for me, Magnificat Travel, LLC's Standard Cancellation Policy will apply.
10. I understand that it is my responsibility to secure the necessary travel documents (passport and visa[s]) unless specifically arranged for the group by Magnificat Travel, LLC. Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation guidelines as outlined in the Booking Conditions.
11. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.
12. I understand and agree that this agreement and Magnificat Travel, LLC's Booking Conditions constitute the entire agreement between Magnificat Travel, LLC and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of Magnificat Travel, LLC, or by my school, parish, diocese, or group leader. This agreement may be amended or modified only in writing, signed by both parties. The waiver by Magnificat Travel, LLC of any provision of this Agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.
13. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Louisiana. In the event of any claim, dispute or proceeding arising out of my relationship with Magnificat Travel, LLC, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the State of Louisiana and of the United States District Court for the District of Louisiana.
14. I understand and consent that Magnificat Travel, LLC may use any film likenesses taken of me and any of my comments while on a Magnificat Travel, LLC trip for future publicity and also use my contact information for future Magnificat Travel, LLC promotions.