

## Virginia Ambassadors of Music 1111 Anesbury Court Alexandria, Virginia 22308

## PARTICIPANT APPLICATION/CONTRACT JULY 7th - JULY 20, 2025

Paying the deposit for the Virginia Ambassadors of Music 2025 Tour of Europe, shall mean that you are agreeing and consenting to terms, conditions, and deadlines contained in this contract.

**TOUR PRICE: \$7,750.00** This guarantees the price on everything in the "Tour Price Includes" section of the Application/Contract. The tour departs from Northern Virginia to Paris and returns from Vienna to Northern Virginia.

**TOUR PRICE INCLUDES:** Roundtrip airfare, meals as provided by the air carrier, tourist class hotel rooms with bath/shower, 2 fixed menu meals per day throughout itinerary beginning with dinner on arrival in Paris, breakfast on departure day for U.S., all sightseeing per itinerary, guides, fees, tips, bus transportation throughout the entire tour, coach driver's expenses, Paris Seine River boat ride, day trip to Lucerne, concert arrangements, entrance fees per itinerary, chaperonage, administration, land transportation of one piece of luggage per person (not to exceed 50 pounds) and land transportation of approved musical equipment authorized by VaAM based on current airline fee structure as of February 1, 2024. All lodging is based on multi-bedded rooms. Adult participants agree to be lodged in double rooms. Single adult rooms have a fee of \$1,376.

**TOUR PRICE DOES NOT INCLUDE:** Passport and visa fees, free time activities, items of a personal nature, beverages with meals throughout itinerary, one meal daily (usually lunch), any meals missed as a result of airline delays and baggage fees imposed by the airlines or coach companies not in effect as of February 1, 2025, and other items not mentioned in the "Tour Price Includes" preceding.

**BAGGAGE:** Each participant is allowed only one suitcase no larger than 64 linear inches. Airline baggage liability, if any, for the loss of, damage to, or delay in the delivery of a passenger's baggage or "other checked property" is solely between the airline and the participant. All baggage must be in proper condition to withstand transporting.

PAYMENTS: TOTAL TOUR PRICE \$7,750.00 double occupancy \$9,126.00 single (adult)

**DEPOSIT \$750.00:** The deposit is paid online at <a href="www.VirginiaAmbassadors.com">www.VirginiaAmbassadors.com</a>.

## ALL SUBSEQUENT PAYMENTS ARE MADE THROUGH THE MUSIC CELEBRATIONS INTERNATIONAL PORTAL.

Payment 1	\$1000	Before October 15, 2024
Payment 2	\$1750	Before December 15, 2024
Payment 3	\$2250	Before March 1, 2025
Payment 4	Balance	<b>Before May 1, 2025</b>

## **CANCELLATION SCHEDULE:**

Written notice must be signed and emailed to VaAM2025@gmail.com. In the case of an insurance claim, cancellations must be reported within 72 hours of the accident or crisis. Cancellation policy applies to all participants regardless of age. Participant cancellation refunds are subject to adjustment as follows:

Any time after payment of the nonrefundable deposit.	Total Cancellation fee \$750.00
Between January 1, 2025 and March 31, 2025	Total Cancellation fee 25% of total trip costs
Between April 1, 2025 and May 5, 2025	
After May 5, 2025	Total Cancellation fee 100% of total trip costs. (NO REFUND)

RESPONSIBILITY: Virginia Ambassadors of Music, a Virginia LLC, referred to as VaAM, with their representatives act as agents only for all carriers and services and disclaim all responsibility of any nature whatsoever for loss of, or injury to, person caused by failure or delay or by any cause whatsoever, en route to or from or on a tour under its management, sponsorship, procurement, as well as for any strikes/closing and/or bankruptcy of same. Your tour is deemed to begin upon check-in at music camp. All obligations and responsibilities of Virginia Ambassadors of Music, LLC commence upon that check-in, and terminate upon your deplaning at the end of the tour at your final destination. VaAM is not responsible if the participant deviates from the regularly scheduled group itinerary. We reserve the right at our discretion to change any part of any itinerary without notice and to decline to accept or retain any person as a member of any tour. Neither the airlines, tour operators, VaAM, bus companies, nor any other means of conveyance concerned are to be held responsible for any act, omission, or event during the time the passenger(s) is not aboard their plane, ship, or conveyance. Passage contract in use by the airlines when issued, shall be the sole contract between the purchaser of these tours and/or passenger. VaAM and its selling agents act only as agents in all matters of transportation and tour operation and accept no responsibility for changes, delays, losses, or accidents. Airline carriers are in full control over passenger flight changes that may occur due to cancellations etc. therefore, VaAM assumes no responsibility for routing and or chaperonage in case of flight cancellations. The airfare may have some restrictions and it is the sole responsibility of the participant to become acquainted with such restrictions. Prices quoted are based on foreign exchange and tariffs effective FEBRUARY 1, 2024.

All airline tickets purchased by or through VaAM as part of the tour package may be changed or exchanged only by VaAM. In the event of cancellation pursuant to the terms of this contract, any vouchers, refunds, or other benefits offered to ticket holders by an airline pertaining to any tickets purchased through VaAM as part of this tour package shall be the sole property of VaAM. VaAM assumes no responsibility whatsoever for securing passports or other required travel documents nor for lost or stolen travel documents. The cancellation policy applies without exception should a passenger not have a passport or other required travel documents in his or her possession at the time of departure. VaAM disclaims all responsibility for any acts of terrorism committed on route to or from or on a tour, declared or undeclared war anywhere in the world. These actions are beyond the control of VaAM and VaAM does not guarantee that they will not occur. Further, VaAM reserves the right to alter the itinerary of any tour should it feel in the exercise of its discretion and based on its research and information, that it would be unsafe to proceed with a previously scheduled itinerary. In the event that the U.S. State Department issues a travel advisory warning against travel to Europe for any reason which applies to your tour scheduled travel dates and specific itinerary cities and such advisory warning causes VaAM to cancel a tour, cancellation shall be made in accordance with, and monies will be refunded subject to the cancellation schedule set forth in this contract. In accordance with such advisory warning, VaAM would only cancel your tour within ten (10) days prior to your tour scheduled travel dates. The president of VaAM has in his sole discretion the right to cancel any VaAM tour in case of war or terrorism or for any other reason and refunds shall be made in accordance with cancellation schedule set forth in this application/contract. VaAM makes no representations and assumes no responsibility for any type of musical balance on any tour. VaAM will make its best effort to secure such musical balance for each tour, but failure to achieve such is not grounds for participant cancellation without cancellation fees. In the event of improper balance, it is understood that the tour would become a non-performing tour. VaAM, airlines, bus companies, hotels and any other handling agents on this tour assume no responsibility whatsoever for loss or damage, as well as replacement rental cost, or any or all musical instruments and related equipment. If the tour participant become ill or in any way incapacitated, I give VaAM, through any member of its staff, the right to take whatever action he or she feels is necessary under the circumstances with regard to the health and safety of the participant, including securing medical treatment from a licensed physician or licensed hospital, at the participant's expense or the parent or guardian's expence, and including transportation of the participant home, if deemed necessary. I hereby release VaAM, and any members of its staff, from any liability for such decisions or actions which may be taken on the behalf of the participant, fully understanding that VaAM, or its staff, shall not be held responsible for the medical care received nor the expense incurred, therefore.

Transgender students must review the full Virginia Ambassadors of Music transgender rooming policy. All students deserve the right to feel safe and comfortable as they travel, especially regarding rooming during overnight stays. Dealing with this issue will be done with sensitivity regarding transgender students and other students that will be rooming with them. VaAM staff will work with all students who identify as transgender to ascertain their choice in whether they would prefer to room with students who have the same sex as assigned at birth or with a student that matches their gender identification. All decisions concerning roommates on the tour must be made prior to camp in consultation and agreement with all travelers and their parent(s) or guardian(s). This agreement shall be done in writing, providing a full understanding of consent of all parties involved. If no one of a matching gender is available to be a roommate, VaAM and MCI will charge the single supplement rate of \$1,376.00.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Arbitration of Disputes: Any controversy, claim, or dispute between the parties, directly or indirectly, concerning this Agreement or the breach hereof, or the subject matter hereof, shall be finally settled by arbitration as provided herein. In the event a dispute is to be submitted to arbitration, the dispute shall be settled by arbitration in the County of Fairfax, Commonwealth of Virginia, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The party requesting arbitration shall give written demand for arbitration to the other party by registered or certified mail. The demand shall set forth a statement regarding the nature of the dispute, the amount involved, and the remedies sought. Simultaneously with the filing of the demand, the party requesting arbitration shall submit the name of a competent and impartial arbitrator. Within thirty days of the receipt of said demand, the other party shall select a competent and impartial arbitrator. These two shall select a third one. If unable to agree on a third one within thirty days, either party may request a judge of a court of record in the Fairfax District Court to select a third one. The written decision of any two arbitrators shall be binding on each party. The cost of the arbitration and any expert witness shall be paid by the party who hired them. The cost of the third arbitrator and other expenses of arbitration shall be shared equally by both parties. The Virginia Rules of Civil Procedure and the Virginia Rules of Evidence shall govern procedure and admission of evidence. The substantive law of the Commonwealth of Virginia shall apply to any and all disputes. The prevailing party may recover reasonable attorneys' fees at the discretion of the arbitrators, voting unanimously, in the event that justice would be served by awarding such fees.

Students may be permitted to order a glass of wine or beer in the presence of a staff member. However, they may do so only at the evening meal and only with written permission from the parents. Permission for this is granted on the emergency form which is submitted to VaAM by FEBRUARY 1, 2025. Intoxication will not be tolerated. Because your travel will take you into many facets of life and culture, we have found that participants are happy to cooperate in presenting a well-groomed appearance when representing their school, state and country abroad. Offensive or inappropriate language will not be tolerated. Each facility or conveyance will have certain rules pertaining to smoking. Smoking is not allowed on coaches and airline flights are non-smoking. Normally, curfew hours will be 11:00 p.m. All members of the tour are expected to honor these rules. Participants are responsible for any damage to hotel rooms and contents as well as the coaches and any other property while touring with VaAM. Possession and/or use of illegal drugs are grounds for automatic dismissal with no refund whatsoever.

My child and I have read these rules of conduct, and we agree that if he/she does not abide by them, he/she will be sent home at the expense of the parent/guardian. The undersigned student and parent/guardian hereby declare that they have read the contents of the foregoing application/contract and are fully cognizant of the conditions of operations in said brochure and application/contract.

I understand that each performing participant must be recommended by his or her high school musical ensemble director. Furthermore, each performing participant must continue to be a member in good standing of his or her high school music program or face expulsion from the Virginia Ambassadors European Tour. Please note cancellation policy referenced above.

I authorize VaAM to use my image and voice, including any depictions of any performance, in any promotional videos and other media of VaAM and waive any compensation, therefore.

I promise to support and uphold the standards set forth by Virginia Ambassadors of Music, LLC. which reserves the right to terminate the participant's membership for failure to maintain these standards.

I understand and agree that the above cancellation fees are necessary due to non-refundable deposits made on my behalf to airlines, hotels, other vendors, administrative costs and general costs of business. I also understand that if a person or persons other than myself make payment to be credited to my account it is my responsibility to advise said person or persons that the payment/cancellation schedule as well as all other terms of this contract shall apply.

I understand that the contents of this contract take precedence over any statements that might be made to the contrary by any staff member associated with this tour. In case my assigned tour director/staff/advisor is unable to go on my tour for any reason I agree to be reassigned to another tour director/staff/advisor.

I understand that a completed "Emergency Form" including a copy of the picture page of the passport is due in the VaAM office on or before February 1, 2025. A \$25 late fee will be charged for missing that deadline.

I can request a paper copy of this contract by emailing: VaAM2025@Gmail.com