Ector County ISD 068901

STUDENT ACTIVITIES TRAVEL

FMG (EXHIBIT)21

EXTRA-CURRICULAR STUDENT TRAVEL APPROVAL FORM

Student travel must be approved based on the direct benefits for the students. The trip must have approval of Superintendent or designee before any travel arrangements and reservations are made or students and parents become involved with any facet of the trip. Out-of-state travel must have Board approval.

Name of Group: OHS Choir Campus / Department: Odessa HS

Location: Colorado Springs, CO Grades Involve	d: 9-12 Number of Students: 50
Departure Date: 6/2/2021 Time: 4:00 am AM/PM	Return Date: 6/6/2021 Time: 2:30 am _{AM/PM}
Number of Instructional Days: 0	
The sponsor has checked the number of accrued days for eac	th participant? NA YesNo
(Please attach a complete trip descripti	tion, proposed itinerary, and justification)
Funding source:District BudgetCampus Budget	Department BudgetActivity Fund X_Persona
Trip function:Curricular X ExtracurricularComp	
Trip profile:In-state X_Out-of-stateInternation	nal
Transportation mode:School BusSchool Suburbar	nActivity Bus X_Charter BusPlane
Does the trip require fund-raisers? X YesNo	
Are deadlines established to guide the sponsor if the trip has to	o be canceled due to lack of funding? X_YesNo
What is the ratio of sponsors to students? Sponsors 1	/ Students 12
Student orientation - Date: 5/24/2021 Time: 7:0	00 pm Location: OHS PAC Theater
Parent orientation - Date: 5/24/2021 Time: 7:00	0 pm Location: OHS PAC Theater
Sponsor orientation - Date: 5/24/2021 Time: 7:00	OHS PAC Theater
Sponsor criminal background check - Date: October 15, 20	20
Will any kind of insurance be required? X Yes	No
Will room and baggage searches be required? X Yes	No
Coach/Sponsor: Linea Status	9/3/2020
(Signature)	(Date)
Principal Approval: Danie ang	9/11/2028
(Signature)	(Date)
Superintendent or Designee	9/30/2020
Approval: (Signature)	(Date)
Board Approval:	(Date)
(Signature – Required for Out-of-	-State Travel) (Date)

DATE ISSUED: 06/24/2019 FMG(EXHIBIT)21

PAGE 1 OF 1



Contract

REPRESENTATIVE:

Ginger Storey and the Odesso High School Choir

ADDRESS:

1301 N. Dotsy Odessa, TX 79762

TRAVEL DATE:

June 2nd-5th, 2021

DESTINATION:

Colorado Springs, CO

THIS AGREEMENT made on August 25th, 2020 between GREEN LIGHT GROUP TOURS and the Odesso High School Choir, hereinafter referred to as Trip Sponsor. In consideration of mutual agreements herein contained, the parties consent to the following:

GROUND PACKAGE PRICE

Minimum # Paying Travelers	30	35	40	45	50
Quad	\$1,276	\$1,194	\$1,133	\$1,086	\$1,048
Triple	\$1,319	\$1,238	\$1,177	\$1,129	\$1,091
Double	\$1,434	\$1,351	\$1,288	\$1,240	\$1,201
Single	\$1,701	\$1,618	\$1,556	\$1,508	\$1,469

In the event that the total number of paying travelers drops below 30 people, the ground package pricing structure set forth herein will no longer be valid.

INCLUDED GROUND PACKAGE ITEMS

- 1. Motor coach transportation
- 2. Dedicated tour manager
- 3. Three nights lodging
- 4. Garden of the Gods
- 5. Cave of the Winds, Zip Line & Rope Course
- 6. White Water Rafting
- Come From Away (student rear-mezzanine seats, subject to availability, will confirm upon deposit)
- 8. US Olympic Training Center
- 9. CityRock
- 10. Breakfast daily at the hotel
- 11. Lunch on the way
- 12. Lunch in Manitou Springs
- 13. Lunch, bowling and Whirlyball
- 14. Lunch at Lost Paddle Rafting
- 15. Chuckwagon dinner
- 16. Dinner at Ute and Yeti

Initials 18 Date 9/3/20

Page 1 of 8



- 17. Dinner at Maggiano's Little Italy
- 18. Dinner on the way home
- 19. Online registration and billing
- 20. Name badge with emergency phone numbers
- 21. Nighttime hotel security guard
- 22. Three complimentary director's packages at single occupancy
- 23. Basic traveler's insurance with coverage for medical expenses, medical evacuation, lost baggage and trip delays- purchased on behalf of the traveler. (See full description of coverage for more details.)
- 24. Cancel For Any Reason (CFAR) travel insurance- purchased on behalf of the traveler.

 Cancelation for a covered reason (Iliness, Injury, see full description of coverage) will receive a 100% refund. Cancelation for any other reason will receive a 75% refund. Travelers legally have the right to decline this coverage, to do so, please call 800-490-1820 ex.320.

TRANSPORTATION

- a. The cost of motor coach transportation is included in your group package price.
- b. There is currently one bus reserved for your trip.
- c. Bus cost includes driver's gratuity, driver's lodging, tolls and bus parking.
- d. Trip Sponsor is responsible for any damages incurred to the interior of the bus.
- e. Bus company reserves the right to add a fuel surcharge if the cost of diesel reaches or exceeds \$5 per gallon. Fuel surcharges will be billed two weeks prior to departure.
- f. In the event Trip Spansor is delayed because of traffic, mechanical problems, weather or acts of God, the activities missed as a result of the delay will be forfelted without reimbursement to Trip Spansor and any additional arrangements needed as a result of the delay are the sole responsibility of Trip Spansor. If the delay is longer than eight hours, the included basic traveler's insurance will apply.

PAYMENT/CANCELLATION SCHEDULE

Each Participant's parent/guardian will enroll the student and make payments online to Green Light Group Tours as follows:

- 14.3% to be submitted by October 15th, 2020. (\$182.30 for the quad package at 30 paying travelers) \$50 per person is non-refundable plus the amount of the CFAR coverage (\$75 quad, \$77 triple, \$110 double and \$129 single).
- 14.3% to be submitted by November 16th, 2020.
- 14.3% to be submitted by December 16th, 2020. A cumulative total of \$300 per person becomes non-refundable
- 14.3% to be submitted by January 15th, 2021.
- 14.3% to be submitted by February 16th, 2021. A cumulative total of \$600 per person becomes non-refundable.
- 14.3% to be submitted by March 16th, 2021. The rooming list is due March 16th.

Initials 8 Date 9/3/20

Page 2 of 8

Green Light Group Tours

7 Old Mission Avenue * St. Augustine, FL 32084 * Toll Free 800.490.1820 * Fax 800.490.6898 Website: www.greenlightgrouptours.com * Email: admin@greenlightgrouptours.com



 FULL PAYMENT of BALANCE to be paid no later than April 16th, 2021. This payment is non-refundable.

Tour services will not be provided by Green Light Group Tours until payment is received in full.

No changes may be made to the itinerary or rooming list within three weeks of departure.

<u>CANCELLATIONS. & REFUNDS:</u> As described above, Green Light Group Tours is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform Green Light Group Tours immediately in writing and request a written confirmation of your cancellation. Upon receipt, Green Light Group Tours will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not Green Light Group Tours. Generally, flight tickets, hotel reservation and other Items provided for the travel cannot be refunded if they are partially used. We are not responsible for a supplier's failure to pay a refund.

In addition to any terms of our suppliers, any refund will be at our sole discretion, and subject to the terms in the payment/cancellation schedule above.

<u>CANCELLATION AND CHANGES BY GREEN LIGHT</u>: Green Light Group Tours reserves the right to cancel a trip, change the itinerary or adjust rates whenever in its sole judgment conditions warrant, or If Green Light Group Tours deems it necessary for your comfort, convenience or safety. In the unlikely event a tour is canceled by Green Light and Green Light is unable to reschedule, all funds collected from any participant will be promptly refunded in full. Money is refunded to the original payer. Green Light Group Tours shall not be responsible for any refund and will pay no damages in the event of cancellation due to Force Majeure.

FORCE MAJEURE: Green Light Group Tours shall not be responsible for, and shall make no refund for, events beyond its control, such as, without limitation, acts of God, strikes, acts of wor, terrorism or civil disturbance, government restrictions, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts or amission of Third Parties or other parties not under the control of Green Light Group Tours and all similar events outside our control.

TRAVEL PROTECTION PLAN: Green Light Group Tours strongly recommends you purchase travel/medical/baggage protection for the trip, which is available through Green Light Group Tours. Such plan, at a minimum, should cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Reportation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.



Page 3 of 8



Green Light Group Tours is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. Green Light Group Tours cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Green Light Group Tours cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason. Declining travel protection plan coverage could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.

NON-RESPONSIBILITY: The trip is arranged by Grand Fund, Inc. dba Green Light Group Tours. It has made the travel arrangements at the direction of the School/Group and acts as agent for the transportation carriers & other suppliers (SUPS) of services connected with the tour, all of which are independent contractors. Green Light Group Tours in no way owns or operates the vehicles or facilities to be used during the trip, & does not guarantee performance by, or assume responsibility for the acts &/or omissions of SUPS, their employees, agents, etc. All bookings are accepted subject to the conditions imposed by SUPS & Green Light Group Tours, including, but not limited to, the airline, cruise line, rail, coach, hotel, restaurants, insurance & other companies, firms or persons concerned with the trip. or for acts or omission of persons or companies not controlled by Green Light Group Tours, such as, without limitation air carriers, bus companies, railways and hotels, or for elements of the package not used by customer. Green Light Group Tours and its officers, employees, and agents are hereby released from all claims arising out of such events, acts, or omissions. If there is a difference between Green Light Group Tours conditions and those published by a SUP, the conditions of SUP shall apply. Green Light Group Tours accepts no responsibility for lost or stolen items. Green Light Group Tours reserves the right to refuse any participant ar potential participant of its sole discretion.

ADDITIONAL RISKS: Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, swimming, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, the negligence of yourself, others on the tour, or of Green Light Employees or SUPS, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with Green Light to participate in such trips and activities you agree you will not make a cialm against Green Light, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release Green Light, its related companies and its personnel from any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your

Initials 8 Date 9/3/20

Page 4 of 8



family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Where the guest occupies a motor coach seat fitted with a safety belt, neither Green Light nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entitles are liable in other circumstances.

<u>CODE OF CONDUCT:</u> All tour members shall observe reasonable rules of safety and conduct as directed by the trip leader, aided by teacher(s) chaperones and the tour director, who has absolute authority to expel any tour participant whose actions or behavior are considered detrimental to the group's welfare. The trip leader, teacher(s), Green Light Group Tours and its employees and agents are released from any liability to any expelled participant for such expulsion and no refunds shall be made.

The participant and his/her parent/guardian accept responsibility for all property or monetary damages caused by the participant to the hotels, bus or other property. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us.

INTERNATIONAL TRAVEL AND DOCUMENTATION: No travel is without risk. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk. It is the responsibility of the Participant to become informed about the most current travel information, advisories and warnings by referring both to the U. S. State Department's travel website at www.travel.state.gov/ or by calling (202) 647-5225, and by accessing the Centers for Disease Control (CDC) website at https://wwwnc.cdc.gov/travel/notices. Should you choose to travel to a country that has been issued a travel warning or advisory, Green Light will not be liable for damages or losses that result from travel to such destinations.

Trips outside the USA require a valid U.S. passport or other acceptable forms of citizenship proof. Passports must be up to date with an expiry at least 6 months after the trip return date. Many countries also require that your passport have at least two completely blank pages. For up to date visa requirements US citizens should visit www.travel.state.gov. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete. You are responsible for, and release Green Light Group Tours from passport, visa, vaccination requirements and safety conditions in travel destinations.

All participants are responsible for carrying their own travel documents. Green Light will not be responsible for lost travel documents.

Initials & Date 9820

Page 5 of 8



<u>HEALTH:</u> Green Light Group Tours requires that medical release forms with a health care proxy be received in our office for each participant no later than 45 days prior to the scheduled trip. Green Light reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

<u>Disabilities</u>: We try to accommodate all needs. If you have a disability and require assistance when traveling, notify us ASAP. We will request reasonable accommodations from service providers but can not guarantee the result. Any accommodations provided will be at the sole expense of the guest requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair occessibility.

FOOD ALLERGIES: Please notify us ASAP of the allergy and food limitation(s). We will request accommodations for participants with food allergies from food service providers but Green Light Group Tours can not guarantee the result and we will not be responsible for food prepared by Third Parties.

<u>SWIMMING:</u> Generally swimming pools at hotels do not have lifeguards, are not supervised and swimming is at each person's risk. Green Light Group Tours takes no responsibility to monitor pools or guard swimmers. Parent(s) hereby consent to allow the child to swim unsupervised.

<u>PHOTOGRAPHS</u>: Representatives of Green Light Group Tours may be photographing the Tour. Participant hereby gives consent to Green Light Group Tours to publish any such photographs in printed or electronic media without obtaining further consent and without compensation. Each Participant releases Green Light Group Tours and its representatives from any liability in connection with any use of such photographs.

<u>HIPAA PRIVACY POLICY:</u> Authorization for Use or Disclosure of Protected Health Information (Required by the Health Insurance Portability and Accountability Act, 45 C.F.R. Parts 160 and 164)

- 1. Authorization. The Parent/Guardian of a minor Participant, or the adult Participant, authorize Grand Fund, Inc. dba Green Light Group Tours to use and disclose the protected health information described below to a health care provider in the event the Participant requires medical care during the trip.
- 2. Effective Period. This authorization for release of information covers the period of healthcare during the time period of the trip.
- 3. Extent of Authorization. In the event the Participant requires medical care during the trip, Grand Fund, Inc. is authorized to release the Participant's complete health record, medical and insurance information to the health care provider.
- 4. This medical information may be used by the health care provider for medical treatment or consultation, billing or claims payment, or other purposes as the adult Participant, or the Parent/Guardian may direct.
- 5. This authorization shall be in force and effect until the conclusion of my trip, at which time this authorization expires.

Initials B Date 9/3/20

Page 6 of 8



- 6. The Parent/Guardian of a minor Participant, or the adult Participant, understand that they have the right to revoke this authorization, in writing, at any time. They understand that a revocation is not effective to the extent that any person or entity has already acted in reliance on the authorization or if the authorization was obtained as a condition of obtaining insurance coverage and the insurer has a legal right to contest a claim.
- 7. The Parent/Guardian of a minor Participant, or the adult Participant, understands that the Participant's treatment, payment, enrollment, or eligibility for benefits will not be conditioned on whether the Parent/Guardian or adult Participant signs this authorization.
- 8. The Parent/Guardian of a minor Participant, or the adult Participant, understands that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

SEVERABILITY: If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

CHOICE OF LAW/VENUE SELECTION: Any disputes shall be governed by Florida law without regard to conflict of law principles. Disputes shall be litigated in State or Federal court in St. John's County, Florida. In calculating the cost of your trip, Green Light Group Tours has relied on your consent to these terms & in the absence of this release, the trip cost would have been higher. All guest claims must be submitted in writing and received by Green Light no later than thirty (30) days after the completion of the Green Light Group Tours program. Guest claims not submitted and received within this time shall be deemed waived and barred.

initials 8 Date 9/8/20

Page 7 of 8



THE UNDERSIGNED DO HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE

Odessa High School Choir	Grand Fund, Inc. (dba Green Light Group Tours
School/Organization	(and dieen right group looks
Ginger Storeu / Choir Director Name / Title	Aprul Black Representative's Name
Signature Strucy 9/3/30 Date	Tour Coordinator Title
Mauricio Marquez- School Principal Name	Date
Principal Signature Date	Signature

Initials Date 9/3/80

Page 8 of 8