



## Alabama Learning Trip 2024 Terms and Conditions

### Details

**Expected Dates:** Monday, October 7th- Thursday, October 10th, 2024 (3 nights). Participants will be invited to a welcome mixer on Monday evening October 7th. Full days Tuesday through Wednesday. Hotel check-out is on Thursday morning, October 10th.

**What's Included:** Trip, meals and tour expenses

- Covered trip expenses include hotel stay, ground transportation for daily tour schedule and meals.
- Also includes tours, activities, guest speakers/guides who are history, civil rights and labor experts.
- Includes JMA staff time: planning, booking, and coordinating trip programming, activities, lodging, and meals.
- Airfare is not included. Participants should make their own arrangements to travel to Birmingham, AL.

**PRICING:** Individual price: \$3,000 per person. A non refundable deposit of \$1,500.00 per person, is required to secure your spot which will be applied toward the cost of the trip. The balance is due by Sunday, September 7th, 2024.

The price covers total expenses of approximately \$3,000 per person and is not tax-deductible. A charitable contribution to help fuel JMA's Southern work and grow our movement is optional.

**PAYMENT METHODS:** We accept the following forms of payment:

- **Online:** through our website donation page: [www.jobstomoveamerica.org/donate](http://www.jobstomoveamerica.org/donate) with "AL Learning Trip (deposit or balance)" in the comment field.
- **Check:** If mailing a check, please notify us ahead of time. Checks should be addressed to:

Jobs to Move America  
Attn: Kris White  
525 S. Hewitt Street  
Los Angeles, CA 90013

- **Electronic Transfer:** Please contact us if you would like us to arrange an ACH payment via bill.com.

Questions from participants about payment as well as notification of sent payment should be directed to our Development Coordinator, Soni Bhalla at [ebhalla@jobstomoveamerica.org](mailto:ebhalla@jobstomoveamerica.org). We do not accept any other forms of payment.

**RETURNED PAYMENTS:** If a check payment made to us is returned due to insufficient funds, stop payment, a closed account, or any other reason, we will notify you, and a returned check fee of \$50 will be added to your balance due. You are responsible for making alternate payments to pay your balance due by the final payment due date. If we notify you after your final payment due date that a check has been returned, we must receive a replacement payment within 48 hours, or your booking may be subject to cancellation.

## Refunds & Cancellations

**CANCELLATIONS BY YOU:** If you elect to cancel your booking for any reason, you must notify us in writing. All trip deposits are non-refundable, however, the remaining balance will be refunded according to the following schedule:

- **Prior to August 26, 2024:** 100% refund, minus deposit
- **Between August 26- September 8, 2024:** 50% refund, minus deposit
- **After September 7th, 2024:** We will be unable to provide a refund for cancellations after August 11. However it may be possible to transfer your trip to another person. Please contact us to discuss further.

Please note, the above refund schedule is based on our projected timeline for being able to recover costs. We reserve the right to modify the above schedule, if we are unable to recover funds already paid to vendors on your behalf.

**CANCELLATIONS BY US:** We reserve the right to cancel or reschedule due to insufficient demand, unsafe conditions, events beyond our control, or any other reason. If we cancel, we will notify you prior to the final payment due date (unless the cancellation is due to an unforeseen situation that arises after that) and offer alternate dates or a full refund.

We are not responsible for any incidental expenses or consequential losses that you incur as a result of a trip cancellation, including but not limited to loss of earnings, loss of enjoyment, or the cost of any connecting flights, accommodations, airport transportation, or other services you may purchase that are dependent upon the operation of your trip.

## Trip Operation

**ITINERARIES:** We will make every effort to ensure our trip will run smoothly and according to the posted itineraries. However, we reserve the right to modify our itineraries as we deem necessary to keep everything running comfortably. The planned itinerary is representative of the types of accommodations, transport and activities planned, but the actual itinerary, including routes, schedules, amenities, modes of transport, and other items, may still be subject to alteration or substitution without prior notice due to circumstances on the ground or upon recommendation of our partners in destination. In these cases, we will make every effort to ensure the changes result in an equivalent or better experience for our participants. We will not be held liable for any damages related to these alterations.

In rare cases, due to circumstances beyond our control (see Force Majeure below), and for the safety, comfort, and wellbeing of our participants, it may become necessary to make major changes to our itineraries, including omitting certain destinations or segments of a tour. Should this occur, we will inform you as soon as reasonably possible.

**FORCE MAJEURE:** Certain unexpected circumstances may arise, such as (but not limited to) weather events, pandemics, quarantines, criminal acts committed by third parties, defects of vehicles or breakdown in equipment, or an Act of God, that are beyond anyone's control, which force a cancellation or disruption of services. These circumstances are considered a force majeure. We will not be held responsible or liable in any way for such events, including death, bodily injury, illness, damage, delay, or other losses caused by such events.

**THIRD PARTY SUPPLIERS:** Jobs to Move America makes arrangements with hotels, transportation providers, tour and local guides, activity providers, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your trip.

In the absence of our own negligence, we shall not be responsible for any cancellations, delays, diversions or substitution of equipment; loss or damage to baggage or property; injury, illness, or death; or any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the any act, omission, error or negligence whatsoever by other persons providing any of the services and accommodations to participants, or any other person not our direct employee or under our exclusive control. We are not responsible for any criminal conduct by third parties.

**IMAGES & MARKETING:** While participating in this trip images, photos, or videos may be taken by us, our representatives or contractors, or other participants that may contain or feature you. You consent to any such pictures or videos being taken and grant a perpetual, royalty-free, worldwide, irrevocable license to us, our contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## Health & Safety

**COVID-19:** All participants will be required to submit proof of vaccination prior to payment for the full balance of the trip. Additionally, participants should be prepared for any COVID related mask or testing requirements in place at the time of travel.

You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 during the course of your travel, and such exposure or infection may result in self-quarantine, personal injury, illness, permanent disability, and/or death.

You are voluntarily choosing to travel and knowingly assume any and all risks associated with your travel related in any way to COVID-19. You voluntarily agree to accept sole responsibility for any injury to yourself or others, including but not limited to illness, damage, death, loss, claim, liability, or expense of any kind that you may experience or incur in the event you become infected with COVID-19 over the course of the trip.

During the course of the trip, in the event that you (a) test positive for COVID-19; (b) show symptoms of COVID-19; and/or (c) become aware that you have been in close contact with a person who has tested positive for COVID-19; you will immediately notify a Jobs to Move America representative. You agree to quarantine per CDC guidelines on the trip and assume any related additional costs that might occur. You acknowledge that in certain instances, Jobs to Move America may be permitted to disclose my COVID-19 status to others without my consent

or authorization as permitted by law.

**ACCEPTANCE OF RISK:** You acknowledge that travel may involve some risk to your health and safety and that you have considered the potential risks, dangers and challenges, and your own personal capabilities and needs, and you assume responsibility for all such risks. You agree to take all prudent measures in relation to your own safety while traveling, including but not limited to the proper use of safety devices and obeying all posted signs and oral or written warnings regarding health and safety. Absent any negligence on our part, Jobs to Move America and our representatives will not be held liable for any claims or causes of action arising from any losses, damages, injuries, or death resulting from failure to comply with safety instructions or warnings or the risks inherent in travel and participating in adventurous activities included in our itineraries or otherwise offered by us or our representatives.

**EMERGENCY MEDICAL TREATMENT:** Should any medical emergency arise which precludes your ability to consent to emergency treatment when such authorization is required, we will endeavor to communicate with your previously designated emergency contact to request permission for any necessary treatment. If our representatives believe, at their sole discretion, that time or circumstances do not permit such communication, you authorize our representatives to consent on your behalf to any medical treatment, including all types of medical examinations, diagnoses, medication, treatment, or physician or hospital care, that is deemed advisable by, and is to be rendered under, the supervision of any physician or surgeon. You agree not to hold us or our representatives responsible for actions relating to any such medical or emergency treatment.

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## Miscellanea

These Terms represent the entire agreement between participants and Jobs to Move America.

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

These Terms will insure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors, and assigns. In the event that some other person or entity seeks compensation for claims from which you have released us from liability by agreeing to these Terms, you (or your estate) will indemnify and hold harmless Jobs to Move America for all sums reasonably incurred in response to such claims, including our reasonable attorney costs and fees.

These Terms and purchases with us are subject to the laws of Los Angeles County, California, the state of California, and the United States. Any dispute arising from this trip shall be litigated only in the courts of Los Angeles County, California, which shall have exclusive jurisdiction.

### **SIGNATURE AND ACKNOWLEDGEMENT:**

By my signature, I acknowledge that I have read, understand, and agree to the terms contained in this document.

***Participant #1***  
**Signature:**

**Date:**

**Print Name:**

***Participant #2** - only applicable if booking for a couple*

**Signature:**

**Date:**

**Print Name:**