



The Los Angeles Skills Tour (PhD Hoops Travel Tours Agreement)

Player Name(s): _____

Select Your Tour (hereinafter, the selection below will be referred to as the "Tour"):

- 2022 Los Angeles Skills - \$1,995 (one-time full payment) or \$2,095 (payment plan)

Choose Your Payment Option:

- Paying in Full (full payment now)
- Payment Plan (minimum \$500 deposit/down payment)
\$ _____ Deposit/Down Payment Amount (if applicable)

SIGN AND RETURN TO:

PhD Hoops Travel Tours
4170 W. 147th Street, #105
Lawndale, CA 90260

OR EMAIL TO:

travel@phdhoops.com

Office Phone #: 310-363-0286

TERMS AND CONDITIONS

The PhD Hoops Travel Tours Agreement (hereinafter referred to as the "Agreement") is made by and between PhD Hoops Travel Tours (hereinafter referred to as "PhD Hoops"), a California corporation, and the players listed below (hereinafter referred to as the "Travelers"). By registering and paying your deposit for the Tour, Travelers are entering into this Agreement with PhD Hoops. Please read this Agreement carefully and make sure you understand it before making a payment for the Tour.

WHEREAS, in consideration of the promises and covenants set forth and contained herein, PhD Hoops and the Travelers hereto agree as follows:

PAYMENT PROCESS

Tour prices are per Traveler. Travelers have two options to pay for their respective Tour: payment in full or by payment plan. Those options and the specifics related to each are set forth as follows:

Payment in Full: A one-time full payment may be made by check made payable to "PhD Hoops Travel Tours" (at the address listed above) for the COMBINED TOTAL AMOUNT OF ALL TRAVELERS. Alternatively, upon request, a one-time full payment may be made electronically by using PayPal, Zelle, Apple Pay, Venmo, or Cash App. With respect to the one-time full payment, Travelers are required to submit a signed copy of this Agreement at the time of payment, either by regular mail to the address noted above or by email to travel@phdhoops.com.

Payment Plan: For a Traveler to participate in the payment plan, the Traveler must first send a signed copy of this Agreement by either email or regular mail to the address above. Once received, an invoice will be sent to you at the email addresses provided below. A minimum \$500.00 deposit/down payment per person is required immediately upon receipt of invoice to reserve a spot. You may make your deposit by mailing a check, made payable to "PhD Hoops Travel Tours" at the address listed above or by making payment through PayPal, Zelle, Apple Pay, Venmo, or Cash App. The payment plan continues as follows: 50% due by May 5, 75% due by June 5, and 100% due by July 5 in the same year as the selected Tour. Late payments are subject to a \$100 late penalty fee per deadline missed and/or forfeiture of Traveler(s) respective spots and forfeiture of all payments previously received.

Please note that any Traveler who is added to a Traveler's group at a later time will be charged their respective one-time full payment rate plus an additional \$100 to be added. That additional Traveler must also sign and submit a copy of this Agreement with payment. It is understood that space is limited and so availability to add an additional Traveler may or may not be possible.

TRAVEL DETAILS

Payments include pickup at LAX (Los Angeles International Airport), hotel room/lodging costs for scheduled Tour dates (based on 2-4 occupancy per room), scheduled ground transportation costs, two meals per full 24-hour day at our destination (on average), activities/excursions, and skills sessions fees.

The trip begins and ends at LAX (Los Angeles International Airport). On the first day, all Travelers are required to meet the group for pickup at LAX during the designated hourly time range. PhD Hoops is not responsible if you miss your pickup time and advise all Travelers to plan accordingly. ***If you miss the scheduled pickup or other means of travel for any reason whatsoever, you understand and accept that it is non-refundable and you are responsible for getting to the destination to meet the group.** If flying into LAX, it is recommended that you arrive early in order to give yourself ample time to collect your luggage and meet us outside the terminal. Be advised that you are responsible to book your own flight to LAX and PhD Hoops is not responsible for purchasing or rebooking you for any reason whatsoever. If there are any flight issues, contact a representative from PhD Hoops to advise them of this. You are responsible for all charges (flight, on the ground, etc.) incurred in getting to LAX to meet the group. If you miss a flight, you are responsible for letting the airline know about your return flight and understand that missing the initial leg of the trip will bump you off of the return flight.

Due to airport logistics, PhD Hoops is not able to meet you at your arrival gate, but will assist you in locating the pickup location outside the terminal. You are responsible to have all of the required paperwork (e.g., ID, boarding pass, etc.) necessary and be deemed eligible to board by the airlines. It is your responsibility to ensure that your identification card information matches what is on your ticket. It is Traveler's responsibility to provide all materials needed for ticketing and boarding.

CANCELLATION

Traveler Cancellation: Should Traveler(s) cancel their respective Tour before April 1, a \$400 per Traveler fee will be charged. There is no refund after March 31. Beginning April 1, Travelers will not receive refunds for any money paid before, on, or after April 1.

Tour Cancellation: Due to the nature of a group tour, Travelers understand and acknowledge that PhD Hoops is required to make advanced payments for the Tour itself in order to secure the trip and appropriate bookings. Such advance payments may include payments to vendors for entry fees, hotels, transportation, activities/excursions, court time and practice fees, game fees, and other related fees. Because of that, Travelers understand that should a Tour become cancelled for any reason, such advance payments may have already been made to various vendors thereby receiving a refund for Traveler's payments made to PhD Hoops may not be possible. PhD Hoops does not bear liability for a cancelled Tour and, while PhD Hoops will make efforts to obtain refunds for advance payments made to vendors, it is understood that it may not be able to do so. To the extent PhD Hoops can retrieve any payments already made to vendors, it will refund its Travelers proportionately. Travelers also understand that if they are in default on their payments and/or have not met their payment deadlines to PhD Hoops, those Travelers are altogether not entitled to any refund PhD Hoops manages to retrieve from a vendor.

Traveler's Travel Insurance: Travelers understand that PhD Hoops strongly recommends that Travelers obtain their own individual travel insurance. PhD Hoops strongly recommends that you purchase your own trip cancellation and medical insurance. Any questions about what travel insurance covers or does not cover should be addressed directly with the travel insurance carrier.

Force Majeure: Travelers understand and acknowledge that PhD Hoops is not liable, nor shall it be deemed in breach or default of this Agreement, for any circumstances outside of its control (i.e., natural disasters, such as floods, fires, tornadoes, hurricanes, and earthquakes, government travel restrictions, other governmental restrictions, public health crises, such as but not limited to pandemics, Acts of God, Forces of Nature, wars, terrorist attacks, etc.) that could cause delay, postponement, change, modification, or cancellation of the Tour.

WAIVERS, CONSENTS, AND RELEASES OF LIABILITY

Health/Medical Coverage and Insurance and Injury and Illness: Travelers understand and acknowledge that PhD Hoops does not provide medical coverage or medical insurance to its Travelers. Medical coverage and medical insurance is each Travelers responsibility and obligation. Travelers understand and acknowledge that PhD Hoops is not liable for any injuries or illnesses that occur to any Traveler during the Tour. It is recommended to contact your medical provider, or an appropriate travel insurance provider, for details on your coverage. Travelers understand by signing below that they are, in addition to being bound to the Agreement, also certifying that they have no known medical problem, issue, or physical impairment that would be affected by their participation on the Tour, and will notify PhD Hoops in writing in advance of the Tour of any medical or allergy condition(s) that they should be aware of. Travelers understand and acknowledge that they will also notify PhD Hoops in writing in advance of the Tour of any changes in medical coverage. By signing below, Travelers understand and acknowledge that they are releasing PhD Hoops from any and all medically related liabilities.

Consent to Give Treatment: Travelers understand and acknowledge by signing below that they are giving consent to PhD Hoops for treatment and authorize its travel tours staff to act for them, according to their best judgment, in any emergency requiring medical attention. If I am the parent or guardian of a Traveler who is under 18 years old, I hereby give my consent for treatment on behalf of this individual and authorize the travel tours staff to act for me, according to their best judgment, in any emergency requiring medical attention for my son/daughter/dependant. I hereby, waive, release, and forever discharge any and all rights and claims for damages which may accrue or have accrued against PhD Hoops and its staff releasing them from any and all liability for injuries or illnesses incurred while on the Tour.

Consent for Marketing and Promotional Materials: PhD Hoops and its representatives may use Travelers' name, images, audio, and video files in marketing or promotional materials and/or with the media, without compensation, as may be deemed appropriate by PhD Hoops. By signing below, Travelers understand and consent to this, waiving any right to inspect its uses and hereby releasing PhD Hoops from any claims that may arise from these uses.

Release of Liability: In signing below as a Traveler and in consideration of participating in and experiencing the Tour, I hereby, for myself, my heirs, executors, beneficiaries, devisees, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in this Tour, and do hereby release and forever discharge PhD Hoops, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any illness or injury, including physical, psychological, or financial, that I may sustain as a result of my participation in the Tour. I am voluntarily participating in the Tour, including any travel, activity, excursion, or event entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in the Tour, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of hotel, event, activity, or excursion location(s). Nonetheless, I assume all related risks, both known or unknown to me. I agree to indemnify and hold harmless PhD Hoops for claims, suits, or actions brought against it related to me, whether brought by me, anyone on my behalf, or a third party purportedly due to me, including any attorney's fees and any related costs or fees. If PhD Hoops incurs any expenses, costs, or fees associated with same, I agree to reimburse PhD Hoops. I acknowledge that PhD Hoops and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of PhD Hoops. I acknowledge that participation in the Tour generally, or the sports' activities players take part in on the Tour, may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of Traveler(s), equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event. In the event that I should require medical care or treatment, I agree to be entirely financially responsible for any and all costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Traveler(s) and PhD Hoops agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Notice: Both parties hereby acknowledge and agree that any notices provided in connection with this Agreement, shall be made in writing to the mailing addresses listed herein. **Entirety of Agreement:** There are no other representations, terms, conditions, warranties, or agreements, either oral or written, with respect to this Agreement made between both parties. As such, no changes shall be made except in writing, and thus executed by both parties.

Severability and Final Understanding: If any provision of this Agreement, or any part of any provision of this Agreement, is found to be invalid by a court of competent jurisdiction, such shall not affect the validity of any other provision, or part thereof, of this Agreement. The Traveler and PhD Hoops agree that this Agreement constitutes their entire final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly, indirectly, or collaterally related to the subject matter of this Agreement. **Titles and Subtitles:** Any titles or subtitles contained or used in connection with this Agreement have been provided for ease and convenience of use only and shall not be used to construe any other meaning or intent. By the signing of this Agreement, both parties acknowledge and agree, with full understanding as to the accuracy of the contents herein, and with the terms agreed upon during negotiations. **Prevailing**

Law: The parties agree that this Agreement is governed by the laws of the State of California and should any breach occur it will be litigated in the state or federal courts within Los Angeles County, California and no attorneys fees are allowable under the Agreement.



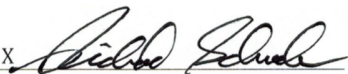
UNBOOKED GUESTS

I understand that guests of Travelers who do not book with our group, but who travel to the same destination during the same time frame as PhD Hoops, are in violation of PhD Hoops' Policies and Procedures. I understand that this is a violation of PhD Hoops' Policies and Procedures and I understand that if I have a guest who violates this policy, PhD Hoops has the right to send all Travelers home at any point during the trip, and will do so, at the Traveler's expense (PhD Hoops hereby reserves the right to use its absolute discretion with regard to this matter). I am aware that PhD Hoops goes to great lengths to organize and coordinate all activities on the tours, which include, but are not limited to, lodging, meals, transportation, excursions, private events, etc. I understand that guests of Travelers who do not book with our group are NOT allowed to be present at any team function or activity unless prior written authorization from PhD Hoops has been given, whether it is free of charge or not, including, but not limited to busses or any other transportation arranged by PhD Hoops or its partners/vendors, hotel rooms booked by PhD Hoops or its partners/vendors, meals arranged by PhD Hoops or its partners/vendors, and excursions or tourist events booked by PhD Hoops or its partners/vendors. I understand that unbooked guests are not to have ANY communication with PhD Hoops staff, coaches, volunteers, representatives, delegation managers, or partners/vendors for the duration of the tour.

CODE OF CONDUCT

By signing this form, Travelers agree to the following rules and are aware that if the code of conduct is broken, PhD Hoops has the right to send Travelers home at any point during the trip, and will do so, at Travelers' expense (PhD Hoops hereby reserves the right to use its absolute discretion with regard to this matter).

- I will represent myself and PhD Hoops in a positive way at all times.
- I am aware that it is against PhD Hoops' policy for athletes to consume or possess alcohol or any other illegal drugs at any time during the trip (even if I am of legal age).
- I am aware that it is my responsibility to meet the group, its tour guides, and coaches at certain specified times, which will be clearly communicated in advance. I understand that my lack of punctuality affects other Travelers and such conduct will not be tolerated.
- I am aware that at certain times, I will be allowed to travel in smaller groups led by a designated adult who is chosen by PhD Hoops and only as long as my whereabouts are communicated to the trip leader(s). At no point will I be allowed to travel by myself.
- I will embrace group travel and treat anyone I come in contact with (players, coaches, staff, tour guides, other Travelers, locals, etc.), with proper respect while keeping a positive attitude at all times.
- I will make the effort to adapt to cultural differences and keep an open mind to learning, growing, and appreciating the experience.

x 

Richard Schueler, PhD Hoops Travel Tours President/Owner

TRAVELER INFORMATION & SIGNATURE

I acknowledge that I have carefully read over the Agreement. **By filling out and signing the Traveler Information below, I acknowledge that I fully understand and agree to the Agreement and all of its contents.** I expressly agree to release and discharge PhD Hoops and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against PhD Hoops for personal injury or property damage. I have read and understand the terms and conditions outlined in this Agreement and, to the best of my knowledge, have provided factual information below.

All Travelers must legibly fill out and sign this form. If a Traveler is under 18 years old, a parent or legal guardian is also required to sign in the space provided, as follows: I hereby certify that I am the parent or legal guardian of the named Traveler below, and do hereby agree to everything listed in this Agreement. I hereby give my consent on behalf of this individual and waive any claims against PhD Hoops.

PLAYER #1

Name: _____
Phone #: _____
High School Graduation Year: _____
Mailing Street Address: _____
Parent Name(s): _____
Country of Citizenship: _____
Unisex T-Shirt Size (S/M/L/XL/etc): _____
Date of Birth (MM/DD/YYYY): _____
Signature: _____
Parent Signature (if under 18 y/o): _____

Male or Female: _____
Email Address: _____
Social Media Handles: _____
City/State/Zip: _____
Parent Email Address(es): _____
Medical Insurance Provider: _____
Policy/ID #: _____ Group # (if applicable): _____
Allergies or Medical Condition(s): _____
Date: _____
Date: _____

PLAYER #2 (if applicable)

Name: _____
Phone #: _____
High School Graduation Year: _____
Mailing Street Address: _____
Parent Name(s): _____
Country of Citizenship: _____
Unisex T-Shirt Size (S/M/L/XL/etc): _____
Date of Birth (MM/DD/YYYY): _____
Signature: _____
Parent Signature (if under 18 y/o): _____

Male or Female: _____
Email Address: _____
Social Media Handles: _____
City/State/Zip: _____
Parent Email Address(es): _____
Medical Insurance Provider: _____
Policy/ID #: _____ Group # (if applicable): _____
Allergies or Medical Condition(s): _____
Date: _____
Date: _____

EMERGENCY CONTACT INFORMATION

Parent(s) / Legal Guardian(s) Name(s): _____
Parent(s) / Legal Guardian(s) Phone Number(s): _____
Emergency Contact Name (Not on Trip): _____
Emergency Contact Phone Number (Not on Trip): _____