



## **CHRIST AT THE CHECKPOINT**

**(OPTION 3: INCLUDES CONFERENCE, HOTEL, AND HOLY LAND TOUR)**  
**FEBRUARY 28-MARCH 10, 2012**



### **Conference Goals**

The aim of Christ at the Checkpoint is to provide an opportunity for evangelical Christians who take the Bible seriously to prayerfully seek a proper awareness of issues of peace, justice, and reconciliation.

The conference will:

- **Empower** and **encourage** the Palestinian church.
- **Expose** the realities of the injustices in the Palestinian Territories and create awareness of the obstacles to reconciliation and peace.
- **Create a platform** for serious engagement with Biblical Zionism and an open forum for ongoing dialogue between all positions within the Evangelical theological spectrum.
- **Motivate** participants to become advocates for the reconciliation work of the church in Palestine/Israel and its ramifications for the Middle East and the world.

### **Tour Highlights**

- **Ride a boat** across the SEA OF GALILEE and visit the ruins of CAPERNAUM, known as Jesus' "own city" because of the frequency that He visited and the mighty work He did there.
- **Visit** the MOUNT OF BEATITUDES, scene of the Sermon on the Mount (Matthew 5).
- **Stand upon** MT. CARMEL, the "Place of Sacrifice" where Elijah had an encounter with the Priests of Baal (1 Kings 1:17-40)
- **Walk** the steps of JESUS through the streets of the Old City of Jerusalem along the VIA DOLOROSA.
- **See** and **touch** the WESTERN (WAILING) WALL.
- **Experience** the Lord's Supper at the GARDEN TOMB.

2090 BAKER ROAD ♦ SUITE 304-104 ♦ KENNESAW, GEORGIA 30144

TELEPHONE: (678) 398-7007 ♦ FAX: (770) 635-8585

WWW.HARMONYINTERNATIONAL.COM ♦ INFO@HARMONYINTERNATIONAL.COM



## **DAILY ITINERARY**

### **TUESDAY, FEBRUARY 28—DEPARTURE**

Depart the U.S. for Tel Aviv.

### **WEDNESDAY, FEBRUARY 29—DEPARTURE**

Afternoon arrival into Tel Aviv's Ben Gurion Airport. After passport control and customs formalities, meet our guide and transfer to Tiberias (Sea of Galilee) for dinner and overnight.

### **THURSDAY, MARCH 1—CAPERNAUM/MT. OF BEATITUDES/JORDAN RIVER**

The Sea of Galilee is rich in memories of the three years of Jesus' ministry around its shores. We begin our pilgrimage in the Sea of Galilee with a boat ride across the Sea of Galilee to visit the ruins of Capernaum, which in Jesus' time was a flourishing border town and was called "his own city" because of the frequency with which Jesus visited it and the mighty works He did there. A lunch of St. Peter's Fish is ready for us in a restaurant on the eastern shores of the Sea of Galilee. We stop for some meaningful time on the Mount of Beatitudes, the scene of the Sermon on the Mount (Matthew 5) for a teaching moment. We'll also visit the Church of the Multiplication of the Loaves and Fishes and the Chapel of the Primacy at Tabgha. We continue our drive around the shores of the Sea of Galilee to the Baptismal Site along the river Jordan offering an opportunity for those who wish to be baptized. Dinner at the hotel.

### **FRIDAY, MARCH 2—CAESAREA PHILIPPI/MT. CARMEL/CAESAREA MARITIMA**

After having breakfast, we'll start our day by visiting beautiful Caesarea Philippi. Afterwards, we journey to Mt. Carmel where we shall visit the "Place of Sacrifice" where the Prophet Elijah had an encounter with the Priests of Baal (1 Kings 18:17-40). Our next stop is a visit to the ruins of Caesarea Maritima, which was seat of government of the Roman Governor, Pontius Pilate. Next we drive towards ancient Jaffa (New Testament Joppa) where the Apostle Peter had a vision, whilst sitting on the rooftop of the House of Simon the Tanner, and he received God's command to preach the Gospel to the Gentiles. We continue on to Bethlehem to check into our hotel for dinner and overnight.

### **SATURDAY, MARCH 3—JERUSALEM**

After breakfast this day we shall start our pilgrimage in Jerusalem with a drive to the top of the MT. OF OLIVES from which Jesus ascended to heaven after His resurrection. From the top of the Mount there is a magnificent view over all of ancient and modern Jerusalem, the center of the biblical world. We visit the holy shrines on the Mount and walk on down the "Palm Sunday Road" visiting the Chapel of Dominus Flevit (Jesus wept) en route to the Garden of Gethsemane and the Church of All Nations where Christ prayed on the night of his betrayal (Luke 22:40-46). Next we shall enter within the old Walled City of Jerusalem and walk in the footsteps of our Lord as he bore the burden of our sins to the Cross at Golgotha. We visit the Pools of Bethesda and walk on along the Via Dolorosa, following the 14 Stations of the Cross from Pilate's Judgment Hall to the empty tomb in the Church of the Holy Sepulcher. We end this memorable day with a special communion service at the Garden Tomb and Gordon's Golgotha. Dinner at the hotel.

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### **SUNDAY, MARCH 4—JERUSALEM**

We'll start today with a visit to the Church of St. Peter in Gallicantu, which is built over the Palace of Caiaphas, the High Priest, who imprisoned Jesus and interrogated him before his trial before Pontius Pilate (Luke 22:54). Afterwards, we'll visit to the last standing remnant of the ancient Temple at the Western (Wailing) Wall where we'll have the opportunity to place a prayer in the wall and continue with a walk through the Western Wall Tunnels. This afternoon, you'll have some free time in the Old City of Jerusalem. Tonight, we'll have a Christ at the Checkpoint welcome dinner with Sami Awad at the famous Tent Restaurant!

### **MONDAY, MARCH 5—FRIDAY, MARCH 9—CHRIST AT THE CHECKPOINT CONFERENCE**

The Christ at the Checkpoint Conference will be held at the Convention Palace at Solomon's Pools in Bethlehem. There will be a full program of speakers, workshops and discussion forums. Your time during these days will include site visits and a wide range of world-class international speakers, as well as Palestinian leaders such as Tony Campolo, Gary Burge, Ron Sider, Stephen Sizer, John Ortberg, Lynne Hybels, Bob Roberts, Alex Awad, Bishara Awad, Jonathan Kuttub, Steve Haas and Salim Munyer.

Full conference schedule will be released at a later date. For further up-to-date conference details, you can visit [www.christatthecheckpoint.com](http://www.christatthecheckpoint.com).

### **FRIDAY, MARCH 9—DEPARTURE**

After dinner, we'll transfer to Tel Aviv's Ben Gurion Airport for late-night departure for the U.S.

### **SATURDAY, MARCH 10—WELCOME HOME**

Morning arrival in the U.S.



## WHAT'S INCLUDED IN YOUR TOUR?

1. **Transportation within Israel and Palestine** by motor coach or other transportation as listed in the itinerary.
2. **Accommodations** at 2/3-star hotels (unless otherwise noted). The price is based on double/triple occupancy, all rooms with private facilities.
3. **Breakfast provided each morning;** lunch and dinner specified in the day-by-day itinerary (drinks not included).
4. **Sightseeing opportunities** as outlined in the day-by-day itinerary. Guides are also selected based upon experience, referral, knowledge and ability to deal with people.
5. **Assistance** from HI staff as requested. Members of the HI staff will be with the group throughout the Tour. We will also have a global cell phone for transcontinental use in case of emergencies.
6. A pre-departure **HI Travel Packet** is available to each participant containing useful information about travel preparation, destination information, useful packing and cultural conditioning suggestions as well as insights and travel documents.
7. A **Printed itinerary and conference schedule** is given to each individual listing hotel addresses, local contact phone numbers, and HI staff contact procedure.
8. **Individual health insurance coverage** is included in ALL HI projects covering each individual (see summary of coverage below).
9. **Tour Management** is conducted by HI working directly with local agencies to establish objectives, develop itineraries, and coordinate all items related to the Tour.
10. **Conference fee** of \$400 for Christ at the Checkpoint.

### Summary of Coverage

Accidental Death & Dismemberment .....	\$100,000/Person
(Reduced to \$10,000 for those under age 12 or over age 70)	
Disability Income, for 1 <sup>st</sup> through 100 <sup>th</sup> months, Accident ...	1,000/Month
For 101 <sup>st</sup> through 200 <sup>th</sup> months, Accident.....	\$500/Month
For Sickness 50 Month Benefit	
3 Month Waiting Period .....	\$250/Month
Medical Expense, \$100.00 Deductible .....	\$10,000
Note: \$2,500 of this benefit can be used to meet eligible medical expense incurred in the U.S.	
Emergency Evacuation.....	\$100,000
Family Coordination and Repatriation of Mortal Remains .....	\$25,000
Medical Assistance (24 Hour Telephone Service)	
For Assistance with Worldwide Medical Emergencies .....	Included
Property (Baggage) Insurance	
\$100.00 Deductible.....	\$2,500
Aggregate Limit.....	\$2,000,000

Additional optional health and accident, baggage, and trip cancellation insurance is available. Call Margie at 678.398.7007 for more information

### NOT INCLUDED IN TOUR

1. US Passport or process obtaining a passport.
2. Domestic travel to U.S. point of international departure.
3. Airfare.
4. Guide/driver tips



## WHAT'S MY NEXT STEP?

To register each participant **must** complete ALL the following steps:

**STEP 1:** Go to <http://harmonyinternational.com/activetour-Christ-at-the-checkpoint.htm>.

**STEP 2:** Click on "REGISTER NOW" right side of the website.

**STEP 3:** Choose OPTION 3.

**STEP 4:** Complete all Registration Information.

**STEP 5:** Read and agree to the Terms of Registration.

**STEP 6:** Click on "Register." An email will be sent to the email address you provided indicating your online registration is complete.

**STEP 7:** Sign the Participant Letter of Agreement and Liability Release Agreement included in this package.

**STEP 8:** Return the Participant Letter of Agreement and Liability Release Agreement along with check made payable to Harmony International for your \$300 registration fee (please call our office if you'd like to pay by Visa, MasterCard, or Discover). Send complete forms and payment to the address below or fax forms to 770.635.8585.

HARMONY INTERNATIONAL  
2090 Baker Road  
Suite 304-104  
Kennesaw, Georgia 30144

**STEP 9:** Please note your payment schedule included in this package.

**SPECIAL NOTES:** \$300 deposit is **required** to complete initial registration.



## **INSTRUCTIONS FOR PURCHASING AIR**

Harmony International has coordinated international airfare for U.S. residents through key gateway cities in the U.S. In order for Harmony International to arrange your ground transportation to and from the overseas airport, please follow these instructions. Failure to do so means you may be responsible for your own ground transportation from the Tel Aviv airport to the hotel in Bethlehem.

### **FOR INDIVIDUALS**

Please contact:

**Cammy McDonald at Consolidator Group Travel**

**Phone: 1.888.GROUP.05**

**Email: [Cammy@ConsolidatorGroups.com](mailto:Cammy@ConsolidatorGroups.com)**

- Tell her you are booking airfare for Christ at the Checkpoint OPTION 3.
- Let her know what city will be your departure point from the U.S.
- Be prepared with your credit card information in order to finalize your airfare.
- Consolidator Group Travel will provide specific information to Harmony International about your scheduled flight so we can best coordinate your arrival/departure.

**OR**

### **FOR GROUPS**

For groups of 20 or more people who are traveling together from the same US point of departure on the same dates.

- Contact Margie Matheson at 1.888.935.5551 ext. 4 OR [Margie@HarmonyInternational.com](mailto:Margie@HarmonyInternational.com) if your group qualifies for group airfare
- We will work individually with each group on point of departure, schedule, and pricing.
- Group reservations are booked as roundtrip travel.
- Group reservations are booked in coach/economy class and are not upgradeable. Harmony International cannot pre-assign seats.
- Group reservations cannot be made with mileage points, but if you are enrolled in a frequent flyer program with the airline the group is flying, you can earn points for your flights.
- Changes made after the group reservation is finalized will result in change fees.

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## PARTICIPANT LETTER OF AGREEMENT

Effective Date: June 6, 2011

This Letter of Agreement is made by and between Harmony International (HI) and the following participant for the **HI119 Christ at the Checkpoint OPTION 3** (Project):

*Please Print FULL NAME*

### ITINERARY

PROJECT: **HI119 Christ at the Checkpoint OPTION 3**  
**February 28-March 10, 2012**  
**12 Days/11 Nights**

#### PRICING PER PARTICIPANT

Price based on double/triple occupancy

COST PER PERSON	GUARANTEED SINGLE ROOM
<b>\$2190</b>	<b>\$625</b>

The Cost Per Person (each a Participant) is based on prices, tariffs, and exchange rates in effect on the Effective Date, and is subject to change depending on airline schedule at time of booking. HI shall use commercially reasonable efforts to minimize or eliminate any increase, but Participant acknowledges and agrees that such increases are possible. If the Cost Per Person increases by more than 15%, Participant shall have the right to cancel this Agreement and receive a refund of the Cost Per Person (subject to the Terms and Conditions of this Agreement).\*

#### Payment Schedule

With Registration \$300 per person (non-refundable)  
By September 1, 2011: \$600 Per person  
By November 1, 2011: \$600 Per person  
By January 1, 2012: Balance Due (\$690 Per person)

#### Cancellation Fee Schedule\*

No later than 7 days after receipt of registration: \$300 retained  
On/before 90 days prior to departure: 50% of cost per person retained  
On/before 60 days prior to departure: 75% of cost per person retained  
On/before 30 days prior to departure: 100% of cost per person retained

*\*Subject to Section 4 under Terms and Conditions*

This Agreement is not effective unless accepted by HI below and is subject to the Terms and Conditions, which follow and which are incorporated herein. No verbal representations or Agreements are binding unless included in writing with this Agreement. By signature below, Participant acknowledges that he/she has read, understands, and agrees to the contents of this Agreement and agrees to be bound by the Terms and Conditions, including any Rules and Regulations of HI. Notwithstanding any arrangement, Participant shall be responsible for payment in full of all amounts payable to HI pursuant to this Agreement.

ACCEPTANCE OF AGREEMENT: All of the terms of this Agreement are considered accepted by the Participant five (5) days after HI receives the first deposit, whether or not this Agreement is actually signed by either party.

Brad R. Matheson, President  
Harmony International  
Date: June 6, 2011

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

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**LIABILITY RELEASE AGREEMENT**

The undersigned (the Participant) is a member of or otherwise affiliated with an organization that has contracted with Harmony International, a Georgia corporation (herein HI), to schedule a project (the Project) in which the Participant has voluntarily agreed to participate.

Participant acknowledges and agrees that his/her participation in the Project is voluntarily undertaken by Participant and such participation shall at all times be and remain at his/her sole risk. The undersigned is fully aware of the risks and other hazards inherent in participating in the Project and voluntarily assumes all such risks and hazards, including, without limitation, the risk of death, illness, bodily injury, disease and loss of property, that may be sustained or suffered by Participant as the result of or in the course of participating in the Project.

**Participant ACKNOWLEDGES AND AGREES THAT HI AND ANY AGENT, EMPLOYEE, DIRECTOR, OR OFFICER OF HI HAS NOT MADE ANY REPRESENTATION OR STATEMENT, ORAL OR WRITTEN, EXPRESS OR IMPLIED, REGARDING the safety of the Project, including, without limitation, the safety of Participant.** Participant represents to HI that he/she has had the opportunity to discuss his/her ability to participate in Project with a physician or other health care provider, all to the full satisfaction of Participant, and Participant does not have any physical limitation that precludes Participant from, or otherwise makes it advisable against, participating in the Project.

Participant for himself/herself and on behalf of his/her personal representatives and heirs **HEREBY FULLY AND FOREVER, RELEASES, WAIVES AND DISCHARGES HI AND ITS SUCCESSORS, NOMINEES, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (each a "Released Party" and, collectively, the "Released Parties") FROM ANY AND ALL OBLIGATIONS, CLAIMS, DEBTS, LIABILITIES, DEMANDS, AND CAUSES OF ACTION OF ANY KIND, CHARACTER AND NATURE, WHETHER LEGAL OR EQUITABLE, ARISING IN THE PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, WHICH ARISE FROM OR ARE RELATED TO, DIRECTLY OR INDIRECTLY, THE PROJECT OR THIS AGREEMENT (EACH A "CLAIM" AND, COLLECTIVELY, "CLAIMS"), INCLUDING, WITHOUT LIMITATION, (i) DEATH, BODILY INJURY OR DISEASE, AND (ii) LOSS OF OR DAMAGE TO ANY PROPERTY (COLLECTIVELY, THE "RELEASE").** Participant represents and warrants that he/she has not assigned, pledged or in any way transferred any right, title or interest in or to the matters covered by this Release.

**PARTICIPANT EXPRESSLY AGREES THAT THIS RELEASE IS AND SHALL BE EFFECTIVE IN ALL EVENTS WITH RESPECT TO CLAIMS, EXCEPT TO THE EXTENT CAUSED BY THE SOLE GROSS NEGLIGENCE OF A RELEASED PARTY, AND THEN THIS LIMITATION SHALL APPLY ONLY TO THE PARTICULAR RELEASED PARTY WHO WAS GROSSLY NEGLIGENT.**

The invalidity or unenforceability of any particular provision of this Liability Release Agreement shall not affect the other provisions hereof and the parties agree to replace the invalid or unenforceable provision by a valid and enforceable arrangement which achieves as closely as possible the purpose intended by the invalid or unenforceable provision (as evidenced by the wording contained herein).

Participant acknowledges and agrees that he/she bears the sole responsibility for any and all costs and expenses which he/she incurs in the event the Participant voluntarily or involuntarily deviates, for any reason, from any of the scheduled travel arrangements or accommodations for the Project, including, without limitation, travel arrangements and room assignments. Participant acknowledges that the Released Parties are under no obligation to and will not pay any such costs and expenses.

Further, Participant acknowledges that he/she has read the Letter of Agreement between HI and Participant relating to the Project, and agrees to strictly adhere to all terms and provisions therein.

Participant warrants that he/she has read and fully understands the terms, provisions, and effect of this Liability Release Agreement and voluntarily signs the same, and that no oral representations, statements, or inducements apart from the foregoing written agreement have been made to the undersigned.

PARTICIPANT: \_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(SIGNATURE)

WITNESS: \_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(SIGNATURE)

DATE: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. PAYMENT TERMS

**1.1 Payment.** Participant shall pay all amounts to HI in accordance with the Payment Schedule as set forth in the initial terms (the Initial Terms) on the first page of this Agreement and all other amounts due HI under this Agreement on or before the due date set forth in this Agreement.

**1.2 Additional Deposits.** From time to time, additional deposits, over and above those set forth in the Payment Schedule, may be required to guarantee space or fares. These additional deposits shall be made by Participant to HI when requested by HI. The necessity of such additional deposits is to be determined by HI in its sole discretion, and, if reasonably practicable under the circumstances, after consultation with Participant, and may result from circumstances such as, without limitation, traveling during peak periods, necessity for deposits due to the unique nature of the facilities, or any other purpose deemed necessary or advisable by HI.

**1.3 Failure to Make Payments.** Participant shall be in breach of this Agreement in the event Participant does not make a payments or deposits as required by this Agreement. Participant acknowledges and agrees that HI has expended or will expend time and resources to facilitate the Project and has reserved certain space or fares which HI may be unable to reschedule. Upon any breach or default of this Agreement, by failure to make payments or otherwise, Participant is subject to the cancellation provisions set forth below and HI is free to reschedule the space or fares to the complete exclusion of Participant. HI may, in its sole and absolute discretion, allow the Participant to remedy the breach by making the required payments or deposits, or by otherwise performing as required. However, Participant agrees that all late payments, if accepted by HI, will be charged a late fee of one and one-half percent (1½%) of the unpaid balance per month, and the acceptance of any late payment by HI shall not be to the exclusion of any other right or remedy available to HI at law or equity.

### 2. SCOPE OF SERVICES

The following services are the only services, which are to be undertaken by HI pursuant to this Agreement.

**2.1 Services Supplied by HI.** As part of this Agreement, HI agrees to supply the services and schedule the accommodations and travel arrangements as provided herein. The terms and provisions of arrangements and agreements made between HI and third-parties (each a Third-Party Agreement), including, without limitation, transportation providers, hotels, and guide services, as part of the services provided HI under this Agreement are hereby incorporated into this Agreement by this reference.

**2.2 Services Excluded by HI.** All services and items not expressly provided in Section 2.1 of this Agreement will not be provided or arranged by HI and are not covered by the Payment Schedule and must be paid by Participant separately. These services and items include, but are not limited to, the following: domestic travel to point of international departure, local public transportation charges, tips to local guides, meals or beverages other than those noted, expenses of a personal nature such as laundry, telephone, valet, etc., porters for hand-carried luggage, passport and visa fees, free-time activities and optional excursions, and coach driver and guide/escort gratuities to the extent not expressly included in the Pricing.

### 3. LIMITATIONS ON LIABILITY AND INDEMNIFICATION

**3.1 Limitation on Liability of HI.** HI and its employees and agents shall not be responsible or liable for losses, damages or injuries to property or person arising from or relating to, directly or

indirectly, this Agreement, including, without limitation, the services provided by or accommodations arranged for by HI hereunder, except to the extent solely caused by the gross negligence of HI. All tickets, coupons, and orders are issued subject to the foregoing and to the terms and conditions under which transportation and/or other services provided hereby are offered and/or supplied by the carrier and/or supplier.

**3.2 Indemnification.** Participant shall hold HI harmless from and indemnify and defend HI against any and all claims or liabilities for any injury or loss (including death) or damage to any person or property whatsoever arising from or relating to this Agreement, or a breach of any of the provisions hereof by Participant and all acts or omissions of Participant (and attorney's fees, costs, and expenses relating thereto). The provisions of Sections 3.1 and 3.2 of this Agreement shall survive the expiration or termination of this Agreement.

### 4. CANCELLATION

Participant may cancel this Agreement only upon the terms set forth in this Section.

**4.1 Cancellation Schedule.** Subject to the terms of the remainder of this Section, and provided that Participant has made all payments required under the Payment Schedule set forth in the Initial Terms, Participant may cancel this Agreement by providing written notice of the cancellation to HI in accordance with this Agreement. Upon receiving such notice, HI will, within thirty (30) days of the date of such notice, return to Participant the deposit(s), if any, in accordance with the Cancellation Schedule set forth in the Initial Terms.

**4.2 Limitations on Cancellation.** Notwithstanding the provisions of the preceding Section, Participant shall not be entitled to or receive a refund of deposits which have been applied to reserve space or fares to the extent such deposits are nonrefundable, in whole or in part, to HI. Further, in the event deposits or other payments made by Participant are less than (a) the amounts paid by HI, or for which HI is otherwise obligated to pay, to reserve space or (b) fares which are non-refundable, in whole or in part, Participant shall not receive any refund and shall remain liable to HI for the amount(s) expended by HI, or for which HI is otherwise obligated to pay, in excess of the amounts paid by Participant, and all such amounts are due and payable to HI upon notice to Participant. Further, Participant shall be and remain liable to HI for all damages and out-of-pocket expenses to HI resulting from Participant's cancellation of the Agreement.

### 5. RULES AND REGULATIONS

Participant agrees to abide by all Rules and Regulations of HI, a copy of which has been furnished to Participant. In addition to all other default events under this Agreement, a failure by Participant to comply with the Rules and Regulations shall constitute a default under this Agreement.

### 6. DEFAULT AND CANCELLATION

Each of the following shall constitute a default under this Agreement: (a) Failure to make any of the payments or deposits when due; (b) A violation of any provision of the Rules and Regulations of HI; (c) Failure to comply with any term or condition of this Agreement; and (d) Failure to communicate or cooperate with HI, in its reasonable discretion, in arranging the Project. Upon a default or breach of this Agreement by Participant, HI shall have the right to exercise any rights and remedies as provided in this Agreement, and all other rights and remedies available at law or equity.

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## **7. JURISDICTION AND LAW**

Any dispute arising from or relating to this Agreement shall be resolved in the Superior Court of Cobb County, Georgia, or the Federal District Court for the Northern District of Georgia, and the parties agree to submit to the jurisdiction of such Court(s). This Agreement shall be governed by the law of the State of Georgia, excluding conflict of laws principles thereof.

## **8. ATTORNEY'S FEES**

In the event of any legal action or proceeding brought by either party against the other arising out of this Agreement, HI shall be entitled to recover reasonable attorney's fees incurred in such action in the event the outcome of any such determination is in favor of HI.

## **9. WAIVER**

A failure or refusal by HI to enforce the terms of this Agreement against a breach or violation of any provision of this Agreement by HI shall not operate or be construed as a waiver of that or any subsequent breach or violation of this Agreement by HI. No such waiver shall be valid unless in writing and signed by an authorized officer of HI.

## **10. NOTICES**

Any notice required or desired to be given under this Agreement shall be deemed given if made in writing and delivered by personal delivery, by certified mail return receipt requested, or by overnight delivery by United Parcel Service, Federal Express, or any other commercially recognized overnight carrier to address of each party as specified in this Agreement. Participant is solely responsible for notifying HI, in writing, of any change of address that may occur during the term of this Agreement.

## **11. INTEGRATION AND AMENDMENTS**

The provisions of this Agreement, including these Terms and Conditions, any Rules and Regulations of HI and any other agreement, the terms of which are incorporated into this Agreement by reference, supersede any prior or contemporaneous oral or written agreements between the parties regarding the subject matter of this Agreement. All information located in any advertising brochure is hereby superseded in its entirety by this Agreement and HI hereby disclaims any deemed representations or warranties made therein. To be effective, any amendment to or revision of this Agreement must be in writing and signed by both parties.

## **12. ACTS OF GOD AND OTHER EVENTS**

If the Project is canceled before departure as a result of (each a "Force Majeur") an act of God, war, public disorder, terrorism, insurrection, rebellion, flood, hurricane, earthquake, or other severely inclement weather or other natural calamity, act or inaction of any governmental authority or changes in governmental rules after the date of this Agreement, explosion or fires, strike, work stoppage, or labor disputes, Participant may (1) cancel the Project and request a refund pursuant to the provisions for cancellation set forth in this Agreement, or (2) select an alternate mission program through HI (subject to the non-refundable provisions as provided above in this Agreement with respect to a cancellation of the Project). Participant acknowledges that if the Project is canceled, delayed or otherwise affected by a Force Majeur after commencement of the Project, Participant shall not be entitled to a refund of any of the payments made to HI under this Agreement. Further, if during the Project a

Participant makes alternate travel arrangements as a result of a Force Majeur or otherwise, all costs and expenses relating to such alternate arrangements shall be borne solely by Participant, and Participant hereby agrees to indemnify and hold harmless HI from and against all such charges.

## **13. TRAVEL CONDITIONS**

**13.1 Hotels.** Hotels arranged by HI will be 2/3--star class hotels. Double/triple occupancy rooms are the standard room utilized. The operator or each hotel has represented to HI that each room has private lavatory facilities, including a shower or bath. A supplement surcharge is applicable to Participants who receive single-room accommodations (and there is no guarantee that such requests shall be fulfilled).

**13.2 Fluctuations and Substitutions.** Substitutions are allowed subject to the terms of the Third-Party Agreement. The addition of a new person to the Project, if such addition can be made, shall be charged at the best price available to HI at that time. A cancellation penalty may apply for reduction in Participants constituting greater than 20% of the original total number of Participants.

**13.3 Rooming List and Late Changes for group leaders.** Rooming lists must be received by HI no later than forty-five (45) days prior to departure. Late changes in the rooming list, including name changes, additions, and deletions are subject to a late change penalty of \$25.00 per person. This charge is applied to the costs of administrative expenses, long distance telephone calls, overnight mail charges, etc.

**13.4 Flight Arrangements.** Airfare has not been included in the tour cost. Participant is responsible for all cost related to airfare including airline taxes, fuel surcharges, and baggage fees. HI has arranged for participants to book and purchase airfare through Consolidator Group Travel. In order for HI to accommodate transportation to and from the overseas airport, it is strongly recommended that participant follows the instructions on the page entitled "Instructions for Purchasing Air." Failure to do so means participant may be responsible for arranging their own transportation to and from the overseas airport.

**13.5 Group Flight Arrangements.** For groups of 20 or more traveling together that opt for HI to arrange air travel: To the extent possible, flights will be provided by scheduled carriers, with the routing and scheduling of all transportation during the Project at the discretion of HI. The price provided for the airfare will be in addition to tour cost and will be based on mid-week travel and airfare in effect on the date of scheduling. Any increase in airfare due to airline taxes or fuel surcharges will be borne by Participant. In addition to other limitations on liability as provided in this Agreement, HI shall not be responsible or liable, in any way, directly or indirectly, in any nature whatsoever for claims, losses, damages, or injuries to property or person (including, without limitation, death) resulting from the provision of or failure to provide transportation under this Agreement. The price of a vacant seat and the cost of segments of the program lost due to missing departure times or absences during the Project cannot be refunded. If any segment of travel or transportation is missed, regardless of the reason, Participant is responsible to make arrangements for and to pay all cost and expenses to rejoin the Project.

**13.6 Equipment and Luggage.** For group airfare bookings, luggage, including, without limitation, equipment, above normal luggage capacity established by the particular carrier, and the transportation for such equipment is not included in the price set forth in this Agreement and may be subject to additional charges as required by the carrier providing such transportation.