

American Based Sports Abroad, LLC

TERMS & CONDITIONS OF TRAVEL

when you book a tour with American Based Sports Abroad, LLC (known from here forward as ABSA) and its Suppliers.

We reserve the right, at our sole discretion, to modify, restrict, change or otherwise alter this Agreement, in whole or in part; impose limits on certain features, promotions or services at any time, for any or no reason, with or without prior notice, and without liability. ABSA acts only in the capacity as agent for the owners and contractors providing transportation, hotel, or other services. All tour services, tickets, and vouchers are subject to any and all terms and conditions provided by issuer. The acceptance of any service provided as part of the ABSA program or of any ticket or voucher, shall be deemed to be acceptance of and consent by the program member to these conditions. All services are subject to the law of the country in which the services are provided. ABSA reserves the right to dismiss members of the group at the expense of the member for misconduct and inappropriate behavior.

Reservations and Payment

All reservations require a \$500 non-refundable deposit and completion of the registration sign-up sheet. All payments must be in the form of U.S. dollars. If payment and appropriate documentation are not received when due, ABSA reserves the right to treat the reservation as canceled by the client.

Changes or Cancellation by Client

If written notification of cancellation is received more than more than 120 days prior to departure, 50% of the total cost (less the \$500 non-refundable deposit) is due. Cancellations more than 90 days but less than 120 days prior to departure, incur 75% fee of total cost (less the \$500 non-refundable deposit). No refunds for cancellation within 90 days of trip departure. ABSA trips are sold as packages, and there will be no refunds to individuals who leave a trip early, arrive late, or independently modify the trip itinerary. Exceptions to the above cancellation policies cannot be made for any reason, including weather and personal emergencies. ABSA STRONGLY RECOMMENDS that you purchase a travel insurance policy that INCLUDES trip cancellation AND interruption insurance. Individual or group travel insurance is not provided by ABSA.

- \$500 deposit is non-refundable.
- Cancellation fee of 50% of total cost (less \$500 deposit) if cancelled more than 120 days prior to departure.
- Cancellation fee of 75% of total cost (less \$500 deposit) if cancelled within 91-120 days of departure.
- NO refunds for cancellation within 90 days of departure.
- Once travel has commenced, no refunds will be given. This includes any unused portion of the tour.
- Refunds will be processed within 90 days of request.

All cancellations must be in writing and emailed to ABSAtteams@gmail.com.
(This policy is subject to change.)

Airline Ticket Cancellation Policy

Airline tickets are non-refundable and non-transferrable. Airline tickets purchased through ABSA are not subject to refund or credit. Airline tickets will not be purchased until the tour and airline tickets are paid for in full. Any changes in airfare due to scheduling, price increases or other actions imposed by the airline will be subject to change with the current status of the airlines. Additional charges may be applied until airline fares are paid in full.

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Changes or Cancellations by ABSA

ABSA reserves the right to cancel any trip or service agreement due to acts of nature and/or any other occurrence out of our control associated with operating in a developing nation. Should ABSA **cancel** a trip for reasons not related to fault on your part, you will receive a full refund of all monies paid to us.

We design our trips with a degree of flexibility, to provide you with the best possible opportunity for exploring different parts of the world, including Caribbean Nations, Europe, and Australia. Our itineraries may change due to weather, availability of new accommodations or routes, problems with old routes, etc. Every effort is made not to delete a specified inclusion but to fulfill

the conditions and terms of sale for the best interest of all parties. ABSA reserves the right to change the itinerary due to any factor in our endeavor to maintain trip integrity in the event of adverse conditions. These revisions include tour dates, scheduled games and tours, and any other activity on the itinerary. In the event of changes, we will make every effort to maintain the intent of the original itinerary. Regardless of the cause, ABSA shall not be or become liable or responsible in any way whatsoever for loss, injury, or damage due to sickness, weather, strikes, war, quarantine, acts of terrorism and injury during the program events.

ABSA reserves the right to:

- Substitute any hotel/lodge/motel accommodation should circumstances necessitate at its discretion. Should any substitution occur then the accommodation provided will be of a similar standard.
- Cancel your tour arrangements in any circumstances: for example, if the minimum number of clients required for the tour is not reached.
- Cancel a tour either in whole or for an individual passenger in the event that circumstances beyond the control of ABSA necessitate alternative arrangements to ensure the safety of other tour participants or their reasonable participation in and enjoyment of their tour. In such an event ABSA reserves the right to decline to make any refund of any tour cost.
- Alter any part of the tour it deems necessary or advisable. The additional cost resulting from such change shall be paid by the program participant. Items listed as optional are not included in cost of trip.

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Force Majeure

ABSA's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, terrorism, power failures, or damage or destruction of facilities, shall not be deemed a breach of this Agreement. In the event that your tour is disrupted due to acts of war or terrorism, ABSA will only be able to refund those portions of the tour that are refunded to us from our suppliers. We highly recommend purchasing insurance for your tour that covers acts war of terrorism. In the event that changes do occur, each passenger will be responsible for any additional fees charged for the changes.

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What Is Included

Typical Inclusion is

- 1) Ground Transportation
- 2) Hotel Accommodations

- 3) Uniforms (2 Jerseys)
- 4) 2 Meals per day-typically hotel breakfast and dinner, with lunch on your own. (3 meals per day in some instances)
- 5) Admission to tours as described.

Please refer to your unique trip itinerary, service agreement, or email information for details related to inclusions.

What Is Not Included

Unless otherwise stipulated in writing in your unique trip itinerary or service agreement, airfare, airfare to the gateway city, airline fuel surcharges, airport transfers, soft drinks, visa/passport fees, telephone and communication costs, taxi fares, some meals (depending on the trip), excess baggage charges, alcoholic beverages, sleeping bags and pads, laundry, medical expenses, individual medical insurance, travel insurance, cost of hospitalization or evacuation from remote areas, entry or departure taxes, insurance, and gratuities for guides and all other matters of a personal nature are not included and must be paid for separately by you when required. Activities listed as optional in an itinerary or service agreement generally require an additional fee. If the trip must be extended or itinerary modified due to causes beyond ABSA's control, all associated costs are not included. (In some cases, travel insurance may cover these costs.

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Medical Responsibilities

Good physical and mental health are essential for the enjoyment of these trips. Come in good condition. It is essential that any participant with a medical condition requiring regular treatment or which may be affected by vigorous activity, high altitude, heat, cold, other natural phenomena, or foods, notify ABSA, in writing, in advance of the trip. All participants must carry their own medical insurance and field rescue and evacuation insurance, valid for the duration of the trip

Friends and Family Members Joining the Tour

Friends and Family members are certainly encouraged to tour with the group. Under no conditions will we allow family members an option to join the group as travelers without payment for the packaged trip. ABSA is under no obligation to provide information regarding tour routing, accommodations, and game information to anyone other than those on tour with the team. We are under no obligation to provide services or transportation to anyone who deviates from the itinerary as supplied to the team.

Television, Photography, Media and Video Rights:

ABSA has full Television, Photography, Media and Video rights in and to any and all of the programs or events affiliated with the program.

Member's Acceptance:

ABSA reserves the right, in its own discretion to decline or accept approval of any individual as a member of ABSA.

Important Note Regarding Fundraising

Each Team member is responsible for checking the guidelines for raising funds as they pertain to their eligibility with their respective athletic associations. We are not a not-for-profit company. It is important that each company verify on their own if they are able to use the donation as a tax deduction.

Refunds on Overpayments

In some cases, participants may find that their fundraising efforts have exceeded their expectations. In the event you have raised more money than your portion of the tour you will be entitled to some refund. **Because of guidelines set forth by governing bodies we are not allowed to refund money to players with remaining eligibility.** However, if you have paid in personal money (which includes your money as well as your immediate family investments) we can reimburse you for your investment. For example, if you or your parents have paid the deposit of \$500 out of pocket you would be entitled to a refund of up to \$500 over the amount of the cost of the said trip. If the trip cost is \$1000 and you raise \$1500, you would be eligible to receive a refund for your initial deposit of \$500. If you raise \$1525, the additional \$25 would become property of ABSA and used to upgrade the tour in some aspect. Refunds will be disbursed in September.

Airline tickets

Airfare is quoted upon request. The cost of the fares will not be guaranteed until deposits are received per seat. Passengers will be subject to the restrictions of current airline policies. Any additional charges implemented by the airlines will be added to the cost of your tour - examples: Fuel Surcharges or name changes for the passengers if airfare has already been ticketed.

When airfares have been purchased with ground arrangements, the airline's conditions, cancellation policy and fees will apply. Airfare terms and conditions will be available at time of booking and it may be that additional deposit amounts may be required to hold air seats. All airline tickets are non-refundable and non-transferable. We must have correct and legal spelling of participant's name as it reads on his or her passport. Responsibility for accuracy of the information given lies with the participant. Any name changes will incur a change fee of \$350.

Airline Connections

If you are part of the group flight with ABSA from a gateway destination to your international destination it will be each passenger's responsibility to meet the group on time for departure. ABSA will not be responsible for missed connections or flights. It is recommended that passengers arrive at least 4 hours prior to take off to make their connections. Please note that airlines reserve the right to change flight times and ABSA will only be able to provide you with the most current flight schedule. Should airlines change our groups' flight time it will be your responsibility to amend changes to your arrival times to meet the schedule provided by the airlines. Please do not purchase your connecting ticket until ABSA has confirmed the tour will be traveling and when the departure flight will take place (usually 5-6 months prior to departure).

Luggage Limits

- Please check with your airline for baggage limits and weights. There may be additional charges for extra baggage.

- Please contact your airline supplier for restrictions on luggage and handling of sport equipment before you depart.
- One piece of hand luggage such as backpacks (not equipment bags), camera bags, handbags, etc. is allowed and will be carried inside the bus-to ensure the comfort and safety of all travelers.
- Extra luggage is only carried if space is available

Passports

A passport is required to depart the USA for International destinations. You can get passport applications and file them at any US Post office. We recommend processing your passport immediately! It may take up to 2 months to process.

You will need:

- 1) An original birth certificate
- 2) 2 forms of ID
- 3) A check or money order (credit card/debit cards are not accepted) for amount of passport (Approximately \$135)
- 4) A passport picture -These can be taken at Walgreens, CVS, Post Offices-call and check with your local store.

Visas

Some countries require a visa for travel. If you are traveling to a country that requires a visa you will be responsible for obtaining the visa.

Lost Tickets and Passports

ABSA issues e-tickets for airline seats. IF we book your flight, we will always have a record of your flight schedule and ticketing information, from our hub city. We also suggest that 1 photo copy of the individual passport be forwarded to us at time of last payment. We recommend each passenger to carry a photo copy of the Identification page of their passport with them throughout the tour.

Insurance

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General Tour Information

- Training sessions with players/coaches/teams are subject to the participants(s)/coaches/teams commitments,
- In order to ensure all arrangements are appropriate, any physical, mental or emotional disability that may require special attention, handling or treatment, must be notified in writing with your reservation request
- Any changes in airfare due to scheduling, price increases or other actions imposed by the airline will be subject to change with the current status of the airlines. Additional charges may be applied until airline fares are paid in full.

Uniforms

Uniforms will be handed out to you in your country of travel (unless otherwise stated) If you order the wrong size uniform, you will be responsible for covering any additional costs for reordering a uniform. Under some circumstances, uniforms may not be able to be reordered.

Final Balances

Final balances for all passengers are due **60 days prior to departure**. Failure to pay promptly renders your place on the tour liable to cancellation with the loss of monies paid as stated under “Changes or Cancellation by Client”.

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Unpaid Balances

ABSA will pursue any unpaid balances due for services provided with all associated costs applied to the client. Travel with the team will not be permitted with any remaining balance due.

Drug Policy

Any passenger caught using illegal drugs on an ABSA tour will be removed from the tour at their own expense.

Consumption of Alcohol Policy

a) **U18 (minors)**: If you are traveling on an ABSA roster as a player you will not be permitted to consume alcohol on tour regardless of the laws of the

country in which you are traveling. If you are in violation of this policy, you will be responsible for any fees to be removed from the tour.

b) **College Athletes:** If you are traveling with an ABSA collegiate team as a player ABSA will allow you to make adult decisions on your consumption as long as it is within the laws of the country of which you are traveling. If you abuse the privileges and are causing problems on tour, ABSA will dismiss you from the tour and you will be responsible for your expenses to return to the USA at that time. If you are in violation of this policy, you will be responsible for any fees to be removed from the tour.

c) **Friends and Family:** You are welcome to experience the tour at your own pace. However, if you become a problem for the group you will be dismissed from the tour at your own expense. If you are in violation of this policy, you will be responsible for any fees to be removed from the tour.

Inappropriate Behavior

ABSA reserves the right to remove participants from the group that are being disruptive or causing problems for the group. Acts of violence, bad behavior or other inappropriate actions towards anyone during an ABSA tour will not be tolerated. If a coach or ABSA staff members feels the participant is behaving in an inappropriate manner, they reserve the right to send the participant home at their own expense.

Behavior: (in public) Behavior that is derogatory, threatening, or abusive toward your teammates or opponents will NOT be tolerated. Respect and accept the decisions of your coaching staff. If you intentionally do things to physically, mentally or emotionally hurt or injure another person on the tour,

your tour may be cancelled and/or you may be sent home immediately at your own expense.

Behavior: (on-line) Always be aware that whenever you are on-line, you are representing yourself, your family, and your team. This applies to more than just ABSA and could impact you in your future endeavors such as college and employment. You may not be aware of it, but people are watching you! (Facebook / Instagram / Twitter) Behavior that is derogatory, threatening, or abusive toward others will NOT be tolerated. If you send text messages, emails, post a remark or photos, that are obscene and/or mentally or emotionally hurtful toward another person on the tour, you will be sent home immediately at your own expense. Do your best to act appropriately at all times. Respect your teammates, as well as the family members and friends that are on tour with us.

Disclaimer: ABSA will not be liable for misconduct or inappropriate behavior on any tour that results in penalties or fines in other countries. Any penalties or fines that may be implemented will be paid by the member who was charged. Participants will be bound to the laws of the country of which they are traveling. ABSA will not be held responsible for activities engaged by participants.

Liability

ABSA will not be liable for any:

- Loss or damage to luggage or personal effects.

- Personal injury or death of a passenger arising while travelling with ABSA or any of its nominated suppliers.
- Damage, personal injury or death arising as a result of any of activities included in tour or optional activities.

Our Commitment to You

ABSA's goal is to exceed your expectations with top quality service for you and your group. We look forward to providing you with the opportunity of a lifetime.

Waiver of Liability

I recognize that because of the potentially hazardous nature of this activity that an injury might be sustained. In the event of such an injury to myself, if I or my family members cannot be contacted, I give my permission to the attending physician to render such treatment as would be normal and agree to pay the usual charges for such treatment. I now release American Based Sports Abroad, LLC. (ABSA), its employees, volunteers, agents, and assigns from any and all claims, liability, loss of services and causes of action of any kind for personal injury and property damage arising in any way out of said participation in ABSA's programs. Participant(s) acknowledges that this release also covers any claims, liability, loss of services and causes of action of any kind alleged to have been caused by ABSA's own negligence, and the negligence of ABSA's officers, employees, volunteers, officials and agents. Further, Participant(s) agrees to abide by and comply with all ABSA rules and regulations. I understand that this release applies to any present or future injuries and that it binds my heirs, executors, and administrators.

Contract Agreement

I have read this release and understand its terms. I sign voluntarily and with full knowledge of its significance. I agree to the cancellation policies and am aware that some changes may take place before and/or during the tour. I understand that participants may be videotaped or photographed during this activity. I have read this release and understand all of its terms. I sign voluntarily and with full knowledge of its significance.

Please note: Each passenger will need to register online at <https://www.baseballoverseas.com/register-link>. A password will be provided. There are options for Players, Coaches, and Friends and Family members. By registering on-line they will agree to these terms located at www.baseballoverseas.com.