

TEACHER AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS that this Teacher Agreement (“Agreement”), is made by and between World Adventures Unlimited, Inc. (“WAU”) and you, an applicant to lead a Discovery Student Adventures tour. WAU is a licensee of Discovery Education, Inc., and has the right to develop, promote, market, distribute, and operate group student education and adventure tours marketed as “Discovery Student Adventures”.

Your participation, directly or indirectly, in whole or in part, in the Discovery Student Adventures tour, including but not limited to, ground, vessel and air transportation, accommodations, and tour activities, is accepted by WAU only in accordance with, and expressly conditioned upon, your acceptance of the terms and conditions set forth in this Agreement, and all other terms, conditions, policies, procedures, guides, and responsibilities required by WAU or its agents, all of which are incorporated herein by reference.

You further acknowledge and agree as follows:

1. I agree to promote and represent the Discovery Student Adventures tour as outlined in the Requirements & Expectations guide;
2. I have reviewed and agree to the terms and conditions of the Discovery Student Adventures tour including, but not limited to, tour fees, cancellation and withdraw policies as set forth in the Requirements & Expectations, and all other terms and conditions, policies and procedures, guides, and responsibilities;
3. I agree and will ensure that my students and their parent(s) or legal guardian(s) have reviewed and agreed to the Booking Conditions (available on May 1, 2009), and all other terms and conditions, policies and procedures, guides, and responsibilities;
4. I have reviewed and agree to adhere to and enforce the safety, travel and personal conduct policies outlined in the Discovery Student Adventures tour materials. I further agree to review all training materials and to participate and complete all online training required by WAU by the scheduled deadlines. Teachers will receive extensive training on these resources prior to travel so as to be prepared to adhere to our standards.
5. I agree to act as primary liaison between WAU and the students and their parent(s) or legal guardian(s) participating in my group;
6. I will promptly communicate and deliver all materials and information to my students and their parent(s) or legal guardian(s);
7. I agree to be responsible for the supervision and discipline of the students in my group and acknowledge and agree that as a supervised tour, I am responsible for leading and mentoring students and insure that travel and personal conduct standards are observed;
8. I agree to assume the responsibility for the safety and well-being of all students participating in my group and will promptly communicate all health and safety issues that may arise during the tour with the student’s parent(s) or legal guardian(s), WAU office staff, other teachers, and travel managers;
9. I will complete and pass a Red Cross certified CPR training course and will provide WAU with a copy of my CPR certification no later than ninety (90) days prior to travel. I further represent that my CPR certification shall be valid through completion of the tour;
10. I acknowledge and agree that in the event that I am unable to enroll five (5) fully paid students to satisfy my tour ratio, I will be responsible for paying 1/5 of the tour cost for: (i) each student not enrolled in the tour by the scheduled deadline, or (ii) each student who has not fully paid by the scheduled deadline;
11. I acknowledge and agree that if I am applying to participate in the tour without enrolling my own student group of five (5) fully paid students to satisfy my tour ratio, my application will be placed on a wait list until such time as WAU determines, in its sole discretion, that another teacher position or assignment is available with another student group. WAU expressly reserves the right to assign teachers to another student group and to waive or reduce any tour fees associated therewith;

12. I acknowledge and agree that I may recommend additional teachers, or the selection, transfer, or withdrawal of student, but the program office specifically reserves final authority in all matters concerning tour participation;
13. I acknowledge and agree that I have no authority to incur financial liability without WAU's prior authorization, or to alter in any way the terms and conditions of the tour published, including, but not limited to, payment schedules, cancellation, withdrawal and refund policies, required deadlines for documents, tour itineraries, or tour activities;
14. WAU shall have the right, in its sole discretion, to terminate my services as a Discovery Student Adventures teacher prior to or during the tour for any reason whatsoever, with or without cause, without any liability or obligation to you, or for failure to comply with the terms of this Agreement, or any policies and procedures, or maintain these standards, or for actions or conduct which WAU considers to be detrimental to or incompatible with the interest, harmony, comfort or welfare of the participants and the tour as a whole;

Confidential Information

You shall treat confidentially any and all information furnished by WAU (and its parent, subsidiary, associated and affiliated companies, including each of their respective shareholders, officers, directors, agents and employees) pursuant to this Agreement, including, but not limited to, information relating to the assets that WAU does not disclose to the public in the ordinary course of its business such as financial and operational information, trademarks, intellectual property, contracts, accounts, promotion, marketing and advertising materials, customer data and account information, accounts, business plans, processes and all, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether or not specifically identified as "confidential" (collectively, the "Confidential Information"). You shall only use the Confidential Information for the permitted purposes and for no other purpose. WAU transfers no right, title or interest in and to the Confidential Information to you pursuant to this Agreement. You shall retain all Confidential Information in strict confidence and shall not disclose the Confidential Information to any party, without the prior written consent of WAU. Upon the request of WAU, you shall promptly destroy or deliver to WAU the Confidential Information and any notes, extracts or other reproductions in whole or in part relating thereto, without retaining any copy thereof. Trademarks, trade names, or identifying slogans used to describe or denote our tours can be used only to promote and market services offered by WAU during your term as a teacher, and only upon the prior written authorization by WAU. (Note: Discovery Student Adventures logos are not to be placed on any items such as mugs or shirts that will be sold for fundraising purposes.)

Acknowledgement and Authorization to Conduct a Background Investigation

You hereby agree and authorize WAU (including its parent, subsidiary, associated and affiliated companies, and employees) or those acting pursuant to its authority to conduct a background investigation and to furnish personal information about you for the purpose of conducting an investigative background inquiry about you from a consumer reporting agency to help evaluate your eligibility to travel with a tour. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may be obtained at any time after receipt of your authorization and, if you are granted travel privileges, throughout your involvement with WAU. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained is an investigation into your education and/or employment history.

Use of Name and Likeness

You hereby agree and irrevocably grant WAU, Discovery Education, Inc. (and their parent, subsidiary, associated and affiliated companies, including each of their respective employees, licensees, assigns, agents and representatives) a royalty-free, worldwide right and license to use, incorporate, broadcast, distribute, photograph,

film, videotape, record, re-use, publish, re-publish, exploit, adapt, modify, alter and/or edit, reproduce, publicly perform and display your name, photograph and photographic likeness, including still, moving and voice, image, comments, submitted documentation, written papers, biographical material, artwork, music, writing, endorsement, portrayal and/or other visual or physical likeness, in all poses, acts, plays and appearances, in whole or in part or composite or reproduction thereof, in any and all media now or hereafter devised (the "Materials"), in perpetuity by incorporating, without restrictions or limitation, the Materials into any product or service, whether electronically or in print, including, but not limited to, any marketing and advertising materials, publications, catalogues, brochures, books, magazines, photo exhibits, correspondence, motion picture films, videotapes, commercials, informational, educational materials, and/or any other media, now known or later devised or developed.

Release, Assumption of Risk and Indemnity

I acknowledge and agree that I have carefully reviewed the Discovery Student Adventures tour materials, the tour activities and conditions, and I am aware that the tour involves inherent risks and dangers of serious bodily injury, including permanent disability, paralysis, and death, damage or loss of property ("Risks"). I understand the nature of the tour including air, water and land based and that I am qualified, in good health, and in proper physical condition to participate in the tour. These Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the tour, the condition or environment in which the tour activity takes place, or the negligence of third parties or WAU, Discovery Education, Inc. (and their parent, subsidiary, associated and affiliated companies, including each of their respective shareholders, officers, directors, employees, agents and representatives (collectively, "Released Parties"). I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the tour. I hereby release, discharge, and covenant not to sue Released Parties, and if applicable, owners and lessors of premises on which any tour activity takes place, each considered to be "Released Party" herein, from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Released Parties or otherwise, including negligent rescue operations; and I agree further that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I or anyone on my behalf, makes a claim against any of the Released Parties, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost incurred as the result of such claim. I acknowledge and hereby agree that this release, waiver of liability, assumption of risk and indemnity extends to all acts of negligence by the Released Parties, and is intended to be as broad and inclusive as is permitted by the Law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Miscellaneous Conditions

WAU acts only as an agent in securing accommodations, transportation, sightseeing, home-stay and other travel services and in no event shall the Released Parties (as defined above), be liable or responsible in connection with or in respect of any acts or omissions of any third party, including but not limited to third party contractors, suppliers, and vendors who render services in connection with the Discovery Student Adventures tour. All accommodations, transportation, sightseeing and other travel services are provided to participants subject to all the terms and conditions under which they are offered to the public generally. Released Parties shall not be liable for any loss, injury or damage to person or property resulting from, but not limited to, government actions or restraints, disturbances, hostilities, war, epidemics, breakout of disease, quarantines, labor disputes, machinery breakdown, weather conditions, natural disaster, delays, accident, injury, death, annoyance or inconvenience or any other cause beyond their control. Released Parties shall not be liable for any additional expense incurred by a participant as a result of any of the foregoing causes. In the event a tour must be cancelled less than 60 days

prior to departure or during the operation of a tour as a result of any of the foregoing causes, WAU will refund any monies paid by the participant and received by WAU less non-refundable fees, non-recoverable deposits or fees, and reasonable expenses incurred by WAU in respect to such tour cancellation. In the event a tour must be cancelled 60 days or more prior to departure, WAU will refund any monies paid by the participant and received by WAU or its agents for registered participants. WAU or its agents reserve the right to decline to accept or retain any person as a participant. WAU does not discriminate based on race, national origin, age, disability, gender, sexual orientation, or any other category protected by applicable law. Should a participant have a health or mobility limitation, allergy, severe sight or hearing limitation, or any other medical condition which could restrict or substantially interfere with the participant's ability to participate in the tour an aide may be required to accompany the participant. All travel and hiring expenses for the aide may be the responsibility of the participant, including a single-room charge, if needed, unless otherwise dictated by applicable law. Participant shall be solely responsible for monitoring and shall be able to self-administer, without supervision, any required and recurring medications, injections, or any other treatments. WAU staff, tour managers, agents, teachers, or any other participant will not hold or administer any medication or treatment that may be required for a participant. The contents of food products cannot be controlled or guaranteed during travel. All special dietary needs or monitoring the contents of food products are the responsibility of the participant. Should a participant's health, physical infirmity, or general deportment, in the sole judgment of WAU or its agents, impede the operation of the tour or the rights, welfare, or enjoyment of other participants, WAU or its agents have the right to terminate the participant's participation in the tour, at the participant's sole expense, unless otherwise dictated by applicable law. In such instances a refund of unused services, where such refund can be obtained from land and/or air operators, is the limit of WAU's responsibility should the participant be required to withdraw from the tour. WAU or its agents reserve the right, in their sole discretion, to cancel the tour or to make such alterations in the as they may deem necessary or desirable and to pass on to the participant any expenditures or losses caused by delays or events beyond WAU or its agents control. In particular, where special visits and/or meetings are scheduled to be arranged, WAU or its agents cannot be held responsible for changes, substitutions, or alternate arrangements that may be necessary, should the appointment for such special visits and/or meetings be changed or cancelled for any reason. Alternate arrangements or substitute tours will be arranged where possible in such instances. No refund shall be made for services not taken in case of sickness, accident, or emergency tour during the tour. WAU recommends the purchase of the optional Discovery Student Adventures Protection Plan insurance to cover sickness, accident, emergency or loss or damage to participant's baggage or personal effects. Participant's (or his/her parent or legal guardian) expressly authorizes and full consent is hereby given to WAU or its agents and representatives in any emergency situation, illness or accident to secure prompt medical care and attention. Participant (or his/her parent or legal guardian) understands and assumes the financial responsibility for payment of any such medical services and treatment. Unless a participant (or his/her parent or legal guardian) files a claim within 30 days from the end of the tour, WAU shall be relieved of all liability to such participant. The participant acknowledges and agrees that WAU and its agents shall have the right to contact the participant by means of telephone, cellular telephone, email or other correspondence. This Agreement shall be construed and enforced under the laws of the State of Washington without reference to the choice of law principles thereof. Each party hereby consents to and submits to the jurisdiction of the federal and state courts located Spokane County, State of Washington. Each party waives any defenses to such jurisdiction based upon lack of personal jurisdiction or venue, or inconvenient forum. WAU is registered or is registering as a "seller of travel" in California, Hawaii, Iowa, Nevada and Washington. Registration as a seller of travel does not constitute approval by that state.