

Change Ambassadors Grant Agreement

This Change Ambassadors Grant Agreement ("Agreement") is entered into by the Change Ambassadors Grant Recipients ("Recipients") and The Change Fund of the Sabre Holdings Corporation. ("TCF") to enable the Recipients to undertake a volunteer vacation sponsored by one of our Partners. The Change Ambassadors Grant ("Grant") refers to the award of up to US\$5,000 for use for travel for an individual or a group which will be paid directly to the travel partner through whom the trip is reserved. A description, the location, and duties and activities of the Recipient's trip are as listed and described in the submitted Application.

In consideration of receiving this Grant from TCF, the Recipient(s) agree:

1. They have received and read the Terms and Conditions of the Change Ambassadors Grants and Acceptance ("Terms and Conditions") and will abide by all the terms and conditions set forth therein.
2. The Recipient(s) are solely responsible for their actions and property while participating in, and traveling to and from, the vacation site. The Recipients recognize that as a result of volunteering they may be involved in some dangerous activity including, but not limited to, exposure to disease, injury, sickness, inadequate and unsafe public infrastructure, unsafe transportation, hazardous work conditions, strenuous physical activity, inclement weather, political unrest, cultural misunderstandings, issues resulting from noncompliance with local laws, physical injury or harm, and crime and fraud. Recipients understand these risks and assume all risks involved with this project.
3. The Recipient represents that he or she is eligible to receive the Grant in accordance with the Terms and Conditions and this Agreement, and is a legal resident of the United States of America, and will sign an affidavit to that effect
4. Tax liabilities, if any, for acceptance of the Grant is the sole responsibility of the Recipient(s).
5. Recipient grants TCF, Travelocity.com LP and their affiliates permission to use, reproduce, exhibit and display, in any media and as it sees fit, Recipient's name, voice, and likeness, alone or with others, in whole or in part, for any legal purpose ("**Publicity Rights**"). Recipient acknowledges and agrees that TCF, Travelocity and their affiliates will be the exclusive owner of the results and proceeds of such promotional efforts. Recipient releases and discharges TCF, Travelocity and their affiliates from any and all claims, demands, or causes of action that Recipient may have in connection with the use and exercise of any of the Publicity Rights.
6. **RECIPIENT(S), AND HIS/HER HEIRS, EXECUTORS, AND ADMINISTRATORS, WAIVE, RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS TCF, TRAVELOCITY AND THEIR RESPECTIVE AFFILIATES, PARENTS AND SUBSIDIARIES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, EXPENSES, CLAIMS, SETTLEMENTS OR JUDGMENTS OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH RECIPIENT MAY HAVE, OR WHICH ANY OTHER PARTY MAY HAVE AGAINST RECIPIENT, ARISING DIRECTLY OR INDIRECTLY FROM RECIPIENT'S ACCEPTANCE OR USE OF THE GRANT OR PARTICIPATION IN THE CHANGE AMBASSADORS GRANT AND TRAVEL FOR GOOD PROGRAM, INCLUDING WITHOUT LIMITATION, ANY INJURY, ACCIDENT, ILLNESS, DEATH OR DAMAGE TO PERSON OR PROPERTY OR DELAY OR INCONVENIENCE OF ANY KIND SUSTAINED OR ARISING OUT OF THE GRANT OR ACTIVITIES ASSOCIATED WITH OR RELATED TO THE GRANT OR TRAVEL FOR GOOD PROGRAM OR CAUSED BY REASON OF ANY DEFECT, NEGLIGENCE, OR WRONGFUL ACT OR OMISSION BY ANY THIRD PARTY. IN NO EVENT WILL TCF'S, TRAVELOCITY'S, AND THEIR AFFILIATES' AGGREGATE, CUMULATIVE LIABILITY TO RECIPIENT AND TRAVELING COMPANIONS AND THEIR HEIRS, EXECUTORS AND ADMINISTRATORS ARISING OUT OF OR RELATED TO THE GRANT OR THE PROGRAM, EXCEED THE VALUE OF THE GRANT.**

7. If any provisions in this Agreement or the Terms and Conditions is invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement or the Terms and Conditions will remain in full force and effect.
8. TCF and Travelocity.com LP reserves the right to terminate this Agreement without notice upon the failure of the Recipients to abide by the Terms and Conditions or the terms of this Agreement. Upon termination, Recipients shall refund all unexpended Grant funds, including any interest earned, within 30 days of termination.
9. Notwithstanding any provision in this Agreement to the contrary, in the event the Recipient terminates the project for which the Grant was awarded before the completion of the project (as described by Recipient to TCF or Travelocity.com LP) for any reason not necessitated by serious illness or injury or safety of the Recipient or the serious illness or injury of the Recipient's family TCF shall be entitled to a refund of any Grant funds, including any interest earned, that have not been expended pursuant to the Terms and Conditions at the time of termination. In addition, any Recipient who terminates his/her project prior to the end date listed in the Application for any reason other than serious illness or injury or safety shall be responsible for his/her own return transportation home. Additionally, any Recipient who elects not to travel or participate in the project shall refund the full Grant, including any interest earned, within 30 days of notification.
10. The Recipient shall obtain, at Recipient's cost and expense, a minimum insurance coverage of not less than US\$500,000 or equivalent for medical care and hospitalization, not less than US\$ 10,000 or equivalent for accidental death and dismemberment, not less than US\$50,000 or equivalent for emergency evacuation, and not less than US\$ 10,000 or equivalent for repatriation of remains. TCF recommends that insurance coverage is worldwide and not limited to the hosting country. Coverage in the home country may be excluded. Insurance shall be valid from the date of departure through the date of return home. Recipient shall provide a copy of such policy(s) upon request of TCF. **TCF, Travelocity.com LP or any of their affiliates shall have no responsibility to provide insurance coverage of any kind for the Recipient**
11. Recipient acknowledges and agrees that they are not employee of TCF, Travelocity.com LP, or any of their affiliates, and Recipient is not entitled to or eligible in any way for, or shall participate in, any compensation, employee pension, health (medical or dental), workers compensation, life, disability, or any other insurance or other fringe benefit plan of TCF, Travelocity.com LP or their affiliates. Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of partnership, joint venture, or principal and agent between Recipient and TCF or Travelocity.com LP or their affiliates.
12. The failure of the Parties to comply with the Terms and Conditions due to an act of god, strike, war, fire, riot, civil unrest, hurricane, earthquake, or other natural disasters, acts of public enemies, curtailment of transportation facilities, political upheavals, acts of terrorism, or any reason beyond the reasonable control of the Parties shall not be deemed a breach of this Agreement. In such an event, the Agreement shall be deemed terminated and Recipients shall refund all unexpended Grant funds within 30 days of termination.
13. This Agreement is governed by the laws of the State of Texas. Any action brought in connection with this Agreement shall be filed in the Tarrant County, State of Texas, USA. **THE RECIPIENT AGREES TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN TARRANT COUNTY OR DALLAS COUNTY TEXAS.**

AGREED:

Signature: _____

Name: _____

If signing as parent or guardian, name of minor: _____