

# Registration Agreement

SPECIALTY CRUISE



ADVENTURE  
CANADA

Please call to confirm availability before sending in completed registration agreement.


Complete and sign **all pages** of the Registration Agreement and return to your Booking Advisor.

TICO Reg# 4001400

Name of chosen expedition	Departure date	Cabin category
Select preferences: Double Single To Share		
Invoice Currency (based on the set Adventure Canada exchange rate):	USD	CAD

How did you hear about us?

## Passenger 1 (please provide full name as it appears on passport)

First Name:	Middle Name:	Last Name:
Preferred Name (if different):	Sex Designation: F—female M—male Gender Neutral	
Country of Birth:	Nationality:	Date of Birth (DD/MM/YYYY):
Passport Number:		
Passport Issue Date (DD/MM/YYYY):	Passport Expiry Date (DD/MM/YYYY):	
Address Street:	Phone:	
City:	Province/State:	Email:
Country:	Postal Code:	 Do you require accessible services? Yes No

**Insurance** (this may be required for your tour)

**Please provide a quote for:**

Emergency medical insurance

Both of them / All-inclusive

Cancellation & interruption insurance

**Deposit amount:**

**Method of payment:**

Visa

Mastercard

Cheque Enclosed (please make cheque payable to Adventure Canada)


**Card Number:**

**Expiry Date:**  
(MM/YY)

**CVV:**

I / We agree that all submitted passenger details will be viewable by all persons on this registration / reservation.

**Passenger 2** (please provide full name as it appears on passport)

First Name:	Middle Name:	Last Name:
Preferred Name (if different):	Sex Designation:	F—female    M—male    Gender Neutral
Country of Birth:	Nationality:	Date of Birth (DD/MM/YYYY):
Passport Number:		
Passport Issue Date (DD/MM/YYYY):	Passport Expiry Date (DD/MM/YYYY):	
<b>Address</b>	Street:	Phone:
City:	Province/State:	Email:
Country:	Postal Code:	 Do you require accessible services?    Yes    No

**Insurance** (this may be required for your tour)**Please provide a quote for:**

Emergency medical insurance

Both of them / All-inclusive

Cancellation &amp; interruption insurance

**ONLY CHECK THIS BOX IF THE CREDIT CARD IS THE SAME AS FOR PASSENGER 1**

<b>Deposit amount:</b>	<b>Method of payment:</b>	
	Visa    Mastercard    Cheque Enclosed (please make cheque payable to Adventure Canada)	
<b>Card Number:</b>	<b>Expiry Date:</b> (MM/YY)	<b>CVV:</b>

I / We agree that all submitted passenger details will be viewable by all persons on this registration / reservation.

# Terms and Conditions



ADVENTURE  
CANADA

TICO Reg# 4001400

**FOLLOWING CONTAINS IMPORTANT TERMS AND CONDITIONS THAT APPLY TO ADVENTURE CANADA SPECIALITY CRUISES. PLEASE READ THEM CAREFULLY.**

**THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") CONSTITUTE A BINDING LEGAL AGREEMENT (THE "AGREEMENT") BETWEEN THE INDIVIDUAL NAMED ON THE TICKET ("YOU") AND 750207 ONTARIO INC., OPERATING AS ADVENTURE CANADA (ONTARIO REGISTRATION NOS 0400 1400 / 5002 1860) ("ADVENTURE CANADA"). THESE TERMS AND CONDITIONS APPLY TO THE ADVENTURE CANADA EXPERIENCE FOR WHICH THE REGISTRATION AGREEMENT IS BEING COMPLETED (THE "CRUISE") AND ASSOCIATED PRE-, MID- AND POST-CRUISE ENHANCEMENTS.**

**IF YOU HAVE ANY QUESTIONS OR CONCERNS, OR IF YOU REQUIRE ANY CLARIFICATION, YOU MUST RAISE THEM WITH YOUR TRAVEL ADVISOR BEFORE PURCHASE.**

**BY PURCHASING THIS TICKET AND AGREEING TO THESE TERMS AND CONDITIONS, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU WILL ALSO AGREE TO ASSUME LIABILITY FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING COVID-19). PAY SPECIFIC ATTENTION TO SECTIONS 5, 6 AND 7, WHICH CONTAIN IMPORTANT LIMITATIONS ON YOUR CANCELLATION RIGHTS AND YOUR RIGHTS TO ASSERT CLAIMS AGAINST ADVENTURE CANADA AND OTHERS.**

**TO REGISTER FOR AN ADVENTURE CANADA CRUISE, EACH PASSENGER MUST FULLY COMPLETE THE REGISTRATION AGREEMENT, AND ACKNOWLEDGE AND AGREE TO EACH SECTION AS INDICATED.**

## 1. PARTIES TO THIS AGREEMENT

Adventure Canada offers a series of specialty cruise tours. These cruise tours are provided by independent operators ("**Independent Operator**"). At times Adventure Canada may only be a reseller of products provided by Independent Operators.

- Adventure Canada is a charterer, or sub-charterer of various vessels used for the Cruise, including but not limited to:
  - The vessel Panorama chartered from Pan Yachting N.E.P.A./ Variety Cruises Limited;
  - The vessel SV Island Solitude chartered from Bluewater Adventures Ltd; and
  - The vessel Ocean Endeavour chartered from Intrepid Travel Pty Ltd(The "**Vessel**" and the "**Vessel's Owners**" respectively).
- Adventure Canada also offers pre-, mid- and post-Cruise tours and itineraries ("**Enhancements**") as part of the Cruise operated by independent providers including but not limited to Chimu Adventures, Intrepid Travel Pty Ltd, Eagle Eye Tours, Bluewater Adventures Ltd, and Variety Cruises Limited (collectively, the "**Enhancement Providers**").
- Adventure Canada also arranges charter flights ("**Charter Flights**") and offers seats on those flights for sale to its customers.
- By accepting these Terms and Conditions, you agree that these Terms and Conditions constitute the contract and the ticket for the Cruise.
- This agreement is between you and any or all of the following:
  - Adventure Canada;
  - The Vessel, or any substituted ship;
  - The Vessel's Owners;

- All Enhancement Providers;
- Operators of Charter Flights;
- Vessel managers, charterers, designers, installers, suppliers and manufacturers of the Vessel or any component parts;
- Owners, officers, directors, employees, agents, crew, pilots, sub-contractors, affiliates, successors and assigns of the entities identified in subsections (i), (ii), (iii), (iv), (v), and (vi) of this section;
- Independent contractors, concessionaires, and suppliers of the entities identified in subsections (i), (ii), and (iii) of this section;
- Owners and operators of all shoreside properties at which the Vessel may call;
- Owners, operators, managers, charterers and/or any launches, craft, Zodiacs or facilities of any kind belonging to or provided by any of the entities identified in this section.

(The parties listed above (i. through x.) shall collectively be referred to as the "**Benefiting Party**" or "**Benefiting Parties**").

- Certain Benefiting Parties may request that you complete a separate agreement with terms and conditions for them ("**Other Terms and Conditions**"). If so, the Other Terms and Conditions will supplement these Terms and Conditions. If there is a conflict, these Terms and Conditions will apply over the Other Terms and Conditions, except for any terms and conditions solely dealing with the relationship between the passenger and the Benefiting Party.
- On select cruises Adventure Canada is only a referrer and is not the agent of the Independent Operator providing the cruise. Adventure Canada does not warrant the suitability or quality of cruises provided by Independent Operators. The responsibility for determining suitability of the experience is yours. If you have questions or require more details, you should refer to the Independent Operator.

**Your initials confirming you agreed to section 1**

**Passenger 1**

**Passenger 2**

## 2. CRUISE PRICES, PAYMENT TERMS, AND TRAVEL INSURANCE

### a. Cruise Prices

Adventure Canada reserves the right to amend all or part of any Cruise price for any reason including, without limitation: increased fuel costs, increased currency costs, airfares, airport levies, hotels fees, COVID-19 related expenses or increases in ground operator service fees. As regulated by the Travel Council of Ontario (TICO), if the price increase is more than 7% (except increases resulting from an increase in retail sales tax or HST) you have the right to cancel the contract and obtain a full refund.

Name changes are permitted up to 60 days in advance, and is subject to a \$250USD per person working handling fee.

### b. Cruise Payments

Currency, Pricing and payment due dates are **outlined on the Itinerary and Pricing page for the Cruise on the Adventure Canada website and/or on your booking quote from your travel advisor**. Your Final Payment Date is listed on your booking invoice. All late payments are subject to a penalty of 1.5% interest per month, or 18% per annum. Adventure Canada reserves the right to cancel your booking if it is not paid by the balance due date or the Departure Date or deny participation due to any unpaid balances, without a refund to you.

*NOTE: If you purchase a pre-Cruise Enhancement or an additional Adventure Canada cruise departing prior to the Cruise purchased by you, your Departure Date will be modified within the registration system to be to the departure date of the Enhancement or the additional cruise. Please pay close attention to your Departure Date and the payment rules above to avoid cancellation by Adventure Canada and to assist you in understanding the refund rules in this Agreement.*

**c. Travel Insurance**

Due to the nature of the Cruise in which you will be participating, we strongly recommend comprehensive insurance coverage including medical, emergency evacuation, trip cancellation and interruption, accident, and baggage insurance. We recommend that you obtain insurance at the time of booking.

A minimum of Emergency Medical and Evacuation Insurance is mandatory for participation in all Adventure Canada Cruises. You must carry a minimum required amount per person of emergency medical and evacuation coverage, **as described on the Itinerary and Pricing page for the Cruise on the Adventure Canada website and/or on your booking quote from your travel advisor.** This may not cover the full cost of a medical emergency. All medical and evacuation expenses are your sole responsibility. Any losses you sustain as a result of not having sufficient or proper insurance coverage are your responsibility. Evidence of policy documentation will be required prior to the Cruise.

You also agree that in case of a medical problem arising during the Cruise, either on board or on shore, the evacuation by use of aircraft or other means, shall be at the Benefiting Parties' sole discretion, and you will be responsible for payment of any associated costs. You must arrange for your own insurance to cover this eventuality.

**d. Pre & Post Hotels**

Hotels offered through Adventure Canada are a third-party service and require full payment at the time of booking. If cancelled before your Final Payment Date, \$50 USD (or CAD based on the set Adventure Canada exchange rate) per hotel room will be non-refundable. At the time of final payment, the hotels will be non-refundable. Future Travel Credits do not apply to and will not be issued for hotel bookings.

**e. Pre & Post Enhancements**

Pre- and post-Cruise enhancements offered through Adventure Canada are a third-party service and require a non-refundable deposit of \$500 USD (or CAD based on set Adventure Canada exchange rate) per passenger at time of booking. The balance of the cruise will be due as per the payment due date on your invoice. After your Final Payment Date, the pre- and post-Cruise enhancements will be 100% non-refundable. Future Travel Credits do not apply to and will not be issued for pre- and post-Cruise enhancements.

**f. Mid-Cruise Enhancements**

Mid-Cruise enhancements offered through Adventure Canada, may be a third-party service, and require full payment at the time of booking. If cancelled before your Final Payment Date, \$100 USD (or CAD based on set Adventure Canada exchange rate) per person, per enhancement are non-refundable. Future Travel Credits do not apply to and will not be issued for bookings on mid-Cruise enhancements. Pre- Post- & Mid Cruise Enhancements may also be delayed or interrupted without notice as a result of a Force Majeure Event, without any liability on the part of the Benefiting Parties or any of them to refund any part of the fare or liability for any other costs or expenses.

**Your initials confirming you agreed to section 2**

Passenger 1

Passenger 2

**3. TRAVEL ADVISORS, AGE LIMITATIONS, AND ACCOMMODATION**

**a. Travel Advisors**

If you use a travel advisor in connection with the cruise, the travel advisor is your agent, and acts on your behalf. The Benefiting Parties shall not be liable for any representation made by your travel advisor. All documentation and communication will be

directed to your travel advisor. You understand and agree that receipt of these Terms and Conditions or any other information or notices with respect to the cruise by your travel advisor shall be deemed receipt by you as of the date of receipt by the advisor. You acknowledge that the Benefiting Parties are not responsible for the financial condition or integrity of any travel advisor.

**b. Age Limitations**

Adventure Canada offers family friendly cruises. Select cruises may have age restrictions due to the nature of the Cruise, **as described on the Itinerary and Pricing page for the cruise on the Adventure Canada website and/or on your booking quote from your travel advisor.**

**c. Special Accommodations**

Adventure Canada is committed to extending a high level of customer service to all travellers, including persons with disabilities. We are committed to meeting the needs of persons with disabilities in a timely manner and will do so by preventing and removing barriers to accessibility wherever possible.

Certain mandated safety requirements in the construction and operation of the Vessel inherently restrict maneuverability in many areas. Zodiac cruises and transfer times can be lengthy. For your safety and the safety of others, you must be able to climb stairs between decks on the Vessel and be able to climb the external gangway stairs to transfer between the Vessel and the Zodiacs.

Cruises may involve extensive walking in variable weather conditions over sometimes sandy or uneven terrain.

Adventure Canada cruises can take place far away from hospitals and other institutional medical care and are therefore intended for persons in good health. Participants who need assistance, special facilities or need to bring medical equipment must disclose this in advance of booking.

The Benefiting Parties reserve the right to refuse or revoke participation to anyone who, in its sole judgment, is unfit to participate in the cruise or who endangers their safety or the safety of others, including by failing to follow health and safety protocols.

In certain circumstances, you may be required to sign an agreement releasing Adventure Canada from all responsibility relative to the use of shipboard facilities and in the event of an emergency.

**Your initials confirming you agreed to section 3**

Passenger 1

Passenger 2

**4. TRAVEL DOCUMENTATION, USE OF PERSONAL INFORMATION AND LIKENESS, AND DRONES**

**a. Documentation**

Specific passport, visa, health requirements and other immigration requirements are your responsibility. The Benefiting Parties do not accept responsibility if you cannot travel because you have not complied with the latest requirements.

**b. Use of Data**

By completing this booking, you consent to Adventure Canada sharing your personal information with third parties (e.g. airlines, government agencies, service providers), as applicable, wherever necessary to deliver the services purchased. Adventure Canada may also send you emails associated with the purchase (e.g. cruise preparation, itinerary change). You also consent that your email address will be subscribed to receive promotional emails, from which you may unsubscribe at any time. Please review Adventure Canada's Privacy Policy at [www.adventurecanada.com/privacy-policy](http://www.adventurecanada.com/privacy-policy).

Adventure Canada collects personal information from our participants via a secure online account. Online accounts are established by booking reservation. Participants on a given reservation travelling as a part of a family or group will have access to each others' personal information, including health information. Participants must advise Adventure Canada at the time of booking if they do not consent to their personal information being accessible to other participants on the same booking reservation.

### c. Use of Likeness

You grant the Benefiting Parties permission to capture and use your likeness (voice and image in photographs, video and audio recordings) during the cruise for future promotional activity without payment or other consideration. If you do not wish to be included in any promotional material, you must inform Adventure Canada in advance in writing.

In addition, you grant the Benefiting Parties the irrevocable right and permission to reproduce or use any portion or all of any photograph/image/voice/audio recording/video recording taken by you and submitted to the Benefiting Parties (collectively, the "Images") in any or all of its media, brochures, publications, including web-based publications, without payment or other consideration. You understand and agree that all Images will become the property of the Benefiting Parties and will not be returned. You irrevocably authorize the Benefiting Parties to edit, alter, copy, exhibit, publish, or distribute these Images for any lawful purpose. In addition, you waive any right to inspect or approve the finished product or to any right to royalties or other compensation arising from or related to the use of the Images.

### d. Special Equipment

Adventure Canada does not permit passenger use of drones, including underwater drones or other unmanned vehicles. No exceptions will be made.

**Your initials confirming you agreed to section 4**

Passenger 1

Passenger 2

## 5. CANCELLATION AND REFUNDS

### a. Cancellations by the Passenger

All cancellations must be made in writing to Adventure Canada.

**Cancellation and Refund Policies for the Cruise are provided on the Itinerary and Pricing page for the Cruise on the Adventure Canada website and/or on your booking quote from your travel advisor.**

Refunds will only be processed in the manner in which the original payment was made.

In addition to the cancellation penalty provided in the Cancellation and Refund Policies for the Cruise, refunds made by credit card will be subject to an additional 3% handling fee.

No refund shall be made to you if you do not participate in one or more parts of, or otherwise commence but do not complete, the Cruise for any reason whatsoever.

### b. Future Travel Credits

Adventure Canada is a reseller for a select group of tour operators, including cruise providers. As a result, and notwithstanding any statement otherwise within this Agreement, some tours are exempt and do not qualify for Adventure Canada's Transfer and Future Travel Credit Policy. Specific details on if your cruise qualifies for a Future Travel Credit **is described on the Itinerary and Pricing page for the Cruise on the Adventure Canada website and/or on your booking quote from your travel advisor.**

A Future Travel Credit as described in this Agreement is subject to the following rules. A Future Travel Credit may only be applied toward another, future expedition taking place within thirty months of the original Booking Date. Future Travel Credits may be applied to multiple Cruises and may be transferred to friends or family subject to the same limitations on use. All transfer requests must be received in writing. Future Travel Credits must be redeemed, and travel completed, within thirty months of the original Booking Date. Future Travel Credits are not redeemable for cash. If not redeemed within thirty months of the original Booking Date, the Future Travel Credit will expire, and no longer be valid for any purpose. Future Travel Credits are not available for Pre-post hotels, pre-post Cruise Enhancements, mid-Cruise Enhancements and other third party services.

### c. Cancellation by Adventure Canada

Adventure Canada may cancel the Cruise due to insufficient numbers of participants or for any other reason in its sole discretion. In the event of a cancellation by Adventure Canada, refunds will be issued [in the form of a Future Travel Credit if cruise qualifies].

Adventure Canada and the Independent Operator will not be held responsible for, and no refunds will be given for, delays or cancellation of all or part of a Cruise due to causes or circumstances beyond Adventure Canada's or the Independent Operator's responsibility or control, including but not limited to acts of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; weather emergencies; breakdown; failure of equipment; epidemic, including any and all governmental orders, and government-mandated closures, restrictions or cancellations imposed as a result of disease or pandemic; collision; stranding; fire; faults or errors in navigation or management of this or of any other vessel; seizure of the vessel under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; war; hostilities; riots; strikes or labor stoppages; terrorism; civil disturbance; quarantine, or any other cause or circumstance beyond Adventure Canada's or the Independent Operator's responsibility or control (a "Force Majeure Event"). A Force Majeure Event also includes (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of Canada or the United States, the World Health Organization, The Public Health Agency of Canada or the U.S. Centers for Disease Control; including, without limitation, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization or the U.S. Centers for Disease Control, or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by Adventure Canada or the Independent Operator to fulfill Adventure Canada's obligations under this Agreement.

### d. Cancellation Due to Force Majeure

The Benefiting Parties shall have no liability to you in the event of a Force Majeure Event, except that, if there is a Force Majeure Event that results in the cancellation of your booking prior to its commencement, Adventure Canada will either work with you to reschedule, or will issue you a refund, at the option of Adventure Canada. Other than as expressly set out in this paragraph, The Benefiting Parties will have no liability to you if there is a Force Majeure Event. For greater certainty, under no circumstances will The Benefiting Parties be responsible for additional expenses or arrangements incurred by you, including accommodation, transportation, travel visas and/or vaccinations.

### e. Cancellation by Adventure Canada Due to COVID-19

Notwithstanding the above, if Adventure Canada or the Benefiting Parties cancels any Cruise or Charter Flight for any reason related to COVID-19 in whole or in part, then Adventure Canada will provide a Future Travel Credit to you if cruise qualifies, for any payments made to Adventure Canada for the cancelled Cruise and unused Charter Flight without any further obligation or liability on the part of Adventure Canada including, but not limited to, liability or compensation for other costs incurred by you, including any travel arrangements or other third party costs, whether arranged through Adventure Canada or otherwise. No Future Travel Credit will be issued for any pre- or post- or mid-cruise enhancements or for any hotel bookings, or non-qualifying Cruise Tour, or other travel expenses.

### f. Cancellation for Other Reasons

Adventure Canada reserves the right to cancel or change any Cruise or Charter Flight prior to departure, for any reason. Subject to the remainder of the Terms and Conditions for Cancellation by Adventure Canada, if a Cruise or Charter Flight is cancelled, Adventure Canada



will, subject to availability, offer you an alternate cruise on which to re-book. If there is no suitable alternative or you are not able to participate in the alternative cruise, Adventure Canada will issue a Future Travel Credit to you if cruise qualifies, in the amount of any payments made to Adventure Canada for the cancelled Cruise and Charter Flight without any further obligation or liability on the part of Adventure Canada including, but not limited to, liability or compensation for other costs incurred by you, including any travel arrangements or other third party costs, whether arranged through Adventure Canada or otherwise.

**g. Non-Refundable Third Party Costs**

Please note that in the event of any cancellation of the Cruise or Charter Flight by Adventure Canada for any reason, Adventure Canada will not be responsible for any third party costs paid by you, including the cost of any additional travel arrangements made through third party suppliers whether purchased directly through Adventure Canada or otherwise, or any additional food, lodging, transportation costs, or change fees resulting from the cancellation. This includes pre-and-post hotel and enhancements booked through Adventure Canada.

For these and other reasons mentioned within these Terms and Conditions, you are strongly advised to obtain comprehensive cancellation insurance at the time of registration, and to ensure that all travel arrangements you make are fully flexible and/or refundable.

**h. Cancellation of Enhancements Due to a Force Majeure Event**

Enhancements may also be cancelled by the Enhancement Provider due to a Force Majeure Event without any liability on the part of the Benefiting Parties or any of them to refund any part of the fare or liability for any other costs or expenses.

**Your initials confirming you agreed to section 5**

Passenger 1

Passenger 2

**6. CHANGES, INTERRUPTIONS, DELAYS, BAGGAGE & SECURITY**

**a. Carrier Changes**

Specific Vessels and/or other transportation booked through Adventure Canada including charter aircraft are not guaranteed. From time to time, the intended Vessel or other mode of transport may be unavailable, for reasons that are not in Adventure Canada's control. Reasonable efforts will be made by Adventure Canada to provide an equivalent Vessel or other mode of transport when this occurs.

**b. Itinerary**

Itineraries are intended as examples only; all prices, inclusions and dates may change due to circumstances beyond our control including but not limited to weather, wildlife habits, contract service providers, and/or logistical decisions of the tour leader and/or operations manager. Participants must be prepared to be flexible as schedules may vary depending on conditions. Weather and wildlife are unpredictable; sightings are not guaranteed.

**In the event of itinerary changes or delays, whether before or after embarkation, you will be responsible for all associated costs and expenses, including, without limitation, any additional food, lodging, transportation costs, or change fees resulting from any change or delay.**

**In no event will you be entitled to any refund or other compensation for itinerary changes or delays.**

**c. Delays or Interruptions to the Cruise Due to a Force Majeure Event**

If the Cruise is interrupted, the itinerary changed, or if the transportation is unduly delayed or prevented from proceeding in the ordinary course by any Force Majeure Event as defined above, the Benefiting Parties shall have the right, in their sole discretion, to terminate the Cruise. If that occurs, the Cruise shall be considered to have been fully performed as if the Cruise were completed and the Benefiting Parties' responsibility shall cease without any liability on the part of the Benefiting Parties or any of them to refund any part of the fare or liability for any other costs or expenses.

**d. Delays or Interruptions to Enhancements Due to a Force Majeure Event**

Enhancements may also be delayed or interrupted without notice as a result of a Force Majeure Event, without any liability on the part of the Benefiting Parties or any of them to refund any part of the fare or liability for any other costs or expenses.

**e. Delay by Passenger**

Passengers arriving for the commencement of the Cruise are responsible for boarding the Vessel, or Charter Flight on time for departure. Should you not arrive on board the Vessel at any scheduled time of departure, the Benefiting Parties shall have the right, but shall not be obliged, to continue with the Cruise on its planned itinerary, at its sole discretion. Passengers going ashore are responsible for re-boarding the Vessel prior to departure from port. If you have made independent travel arrangements you accept responsibility for joining the Vessel in good time, regardless of any change to the Departure Date or time, or to the itinerary. Adventure Canada will not refund monies paid to it, or to any third party acting on its or your behalf, or make compensation or other payments where, for whatever reason, you fail to join or rejoin the Vessel.

**f. Baggage**

Baggage is solely your risk and expense and may be subject to sanitation measures. Baggage volume and weight may be limited. Any excess baggage charges for commercial flights are your responsibility. The maximum weight limit may be subject to change.

**g. Security**

You agree that the Benefiting Parties shall be entitled to inspect your person or luggage for security purposes, and you hereby acknowledge that this may involve a physical search of your person and/or your property.

**Your initials confirming you agreed to section 6**

Passenger 1

Passenger 2

**7. LIMITATION OF LIABILITY, YOUR RESPONSIBILITIES, RELEASE AND ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND MAXIMUM COMPENSATION**

**a. Limitation of Liability**

On all Cruises and Enhancements, the Benefiting Parties shall be entitled to any and all liability limitations, immunities and rights applicable to them under the "Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea" of 1974, as amended by the "Protocol to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea" of 1990 ("Athens Convention").

You further agree that none of the Benefiting Parties shall have any liability or responsibility whatsoever for damages to or loss of property, loss of services, or injury or wrongful death or any other loss, expense, damage, delay or inconvenience which may be sustained or which may be incurred by you, whether caused or contributed to by the Benefiting Parties or any of them, or:

- i. any negligent acts or omissions by them,
- ii. their ownership, maintenance, use, operation or control of any manner of Vessel or other conveyance used in carrying out the Cruise or Enhancement;
- iii. transportation by third party providers (including but not limited to bus and air transportation and Charter Flights, whether arranged by Adventure Canada or otherwise);
- iv. your lack of proper travel documentation (such as visas, passports, etc.); any act, omission or event occurring during the time that you are not aboard Benefiting Parties' conveyances;
- v. defects or failures of any aircraft, Vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers;
- vi. any acts which are beyond their control, including a Force Majeure Event as defined above, or for any other reason beyond the control of the Benefiting Parties.

## b. Responsibility/Participation

You hereby certify that you do not have a mental, physical, medical or other condition or disability that would create a hazard for you, other participants, crew, employees, or representatives of any of the Benefiting Parties that you have not disclosed to Adventure Canada. You agree to honestly complete the personal information and health history request from Adventure Canada via its website or by requesting paper copies, prior to departure. Adventure Canada reserves the right to request further information from your physician or other treatment provider at your expense, to which you hereby provide your consent.

Due to regional and international obligations, the Benefiting Parties may be required to request additional information or medical documentation from you, perform daily health checks on you, keep a personal medical log, and distribute your personal data to a variety of third parties, to which you hereby consent.

You understand and agree that you will not be permitted to board the Vessel at the commencement of the Cruise without adequate proof of vaccination for COVID-19 as determined by Adventure Canada in its sole discretion, or if you feel ill or exhibit any symptoms of communicable diseases, including symptoms of COVID-19, which include, but are not limited to, fever, cough, sore throat and shortness of breath. In addition, you may be screened for possible exposure to COVID-19 prior to boarding and may be refused entry in the sole discretion of Adventure Canada. Adventure Canada has the right in its sole discretion to remove you from the Cruise or any part of it if you fail to adhere to health and safety standards/protocols in place to prevent the spread of disease or for any other safety reason. Refunds will not be available if this occurs. Your inability to take part in the cruise due to possible symptoms of or exposure to illness or disease will be your sole responsibility. Refunds will not be available. You must arrange your own insurance to cover this eventuality.

## c. Express Assumption of Risk and Release

You acknowledge that there are risks, dangers, and hazards associated with the Cruise, and that the risks may be the result of the negligence of the Benefiting Parties or any of them, or the conduct of other participants. You acknowledge that the risks, dangers, and hazards may also arise from foreseeable and unforeseeable causes, including weather, other acts of nature and diseases or pandemics such as COVID-19. You understand that COVID-19 and other communicable diseases are a significant health risk and carry a high risk of transmission through physical or shared contact. You acknowledge that the aforementioned risks, dangers and hazards may arise in connection with the Cruise, any Enhancements, or any recreational activities which may take place during the Cruise.

In consideration of the benefits to be derived from the Cruise, you voluntarily accept all risk of personal injury or death and property damage or other loss arising from your participation. You also hereby agree that you and your dependents, heirs, executors, administrators, legal personal representatives, successors and assigns, release and hold harmless the Benefiting Parties from any and all claims, including claims of negligence, illness, personal injury, death or property damage or loss, however caused, arising from or related to the Cruise.

## d. Waiver of Claims

Unless otherwise provided for in these Terms and Conditions, you hereby waive any claim you may have against the Benefiting Parties for any damage, loss or injury, no matter how it is caused. You specifically agree to waive any claims or actions that you may have presently or in the future for the negligent acts or conduct of the Benefiting Parties or any of them. Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek indirect, special, consequential, punitive or exemplary damages against the Benefiting Parties or any of them.

## e. Maximum Compensation

Compensation for personal injury is limited by these Terms and Conditions and in accordance with the provisions of any applicable International Conventions.

Notwithstanding the foregoing, should for any reason the Benefiting Parties or any of them, be found liable for any matter,

their maximum liability, for any reason whatsoever, howsoever caused, will be limited to the amount paid by you to Adventure Canada for the Cruise.

### Your initials confirming you agreed to section 7

Passenger 1

Passenger 2

## 8. LAW & JURISDICTION, CLASS ACTION WAIVER, REPRESENTATIONS, AND INDEPENDENT LEGAL ADVICE

### a. Exclusive Governing Law and Jurisdiction

These Terms and Conditions and any actions and proceedings related to them in any way shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to conflict of laws principles. Any action or legal proceeding based on any right arising out of these terms and conditions shall be commenced in the courts of the City of Toronto, in the Province of Ontario, and you hereby consent to the exclusive jurisdiction of those courts. You also waive any objection to venue or jurisdiction you may have, notwithstanding any delays in the Ontario court system caused by the COVID-19 pandemic or for any other reason.

### b. Class Action Waiver

You hereby waive any and all rights to participate in a class action lawsuit against any of the Benefiting Parties in relation to the Cruise or any Enhancements.

### c. Representations

You affirm that you have not received or relied on any oral or written representation of any of the Benefiting Parties other than what is set forth in these Terms and Conditions as a basis for agreeing to them.

### d. Independent Legal Advice

You acknowledge that you have had the opportunity to seek independent legal advice prior to agreeing to these Terms and Conditions. By executing this Agreement, you confirm that you have received any legal advice you have deemed necessary before doing so.

### Your initials confirming you agreed to section 8

Passenger 1

Passenger 2

**I hereby affirm that I have carefully read all of the Terms and Conditions presented to me, and I understand them. I am aware that I am waiving some of my legal rights and limiting others. In consideration of Adventure Canada allowing my participation as a Passenger on the Cruise, I hereby agree to all of the Terms and Conditions.**

### Signature Required for Passenger 1

(Signature required for passenger 1 who is 18 years of age or older. The legal guardian for passengers under the age of 18 must sign on behalf of the minor passenger)

Date (DD/MM/YYYY):

**I hereby affirm that I have carefully read all of the Terms and Conditions presented to me, and I understand them. I am aware that I am waiving some of my legal rights and limiting others. In consideration of Adventure Canada allowing my participation as a Passenger on the Cruise, I hereby agree to all of the Terms and Conditions.**

### Signature Required for Passenger 2

(Signature required for passenger 2 who is 18 years of age or older. The legal guardian for passengers under the age of 18 must sign on behalf of the minor passenger)

Date (DD/MM/YYYY):