

# Registration Form



Please call to confirm availability before sending in completed registration form. **Complete and sign both pages of the Registration Form and RETURN with payment to:** Eagle-Eye Tours, 4711 Galena St., Windermere, BC V0B 2L2 Canada OR Fax: 250.342.8644. Toll-Free: 1.800.373.5678 [www.eagle-eye.com](http://www.eagle-eye.com)

1.800.373.5678  
1.250.342.8640  
FAX: 1.250.342.8644

Name of chosen expedition	Cabin category	How did you hear about us?
Select preferences: <input type="checkbox"/> Double <input type="checkbox"/> Single <input type="checkbox"/> To Share <input type="checkbox"/> Smoker <input type="checkbox"/> Non-Smoker		

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

First Name:	Middle Name:	Last Name:
Preferred Name (if different):		
Country of Birth:	Nationality:	Date of Birth: DD / MM / YYYY
Gender:	Passport Number:	
Passport Issue Date: DD / MM / YYYY	Passport Expiry Date: DD / MM / YYYY	
<b>Address</b> Street:	<b>Contact</b> Phone:	
City: Province/State:	Email:	
Country: Postal Code:	Do you require accessible services? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

First Name:	Middle Name:	Last Name:
Preferred Name (if different):		
Country of Birth:	Nationality:	Date of Birth: DD / MM / YYYY
Gender:	Passport Number:	
Passport Issue Date: DD / MM / YYYY	Passport Expiry Date: DD / MM / YYYY	
<b>Address</b> Street:	<b>Contact</b> Phone:	
City: Province/State:	Email:	
Country: Postal Code:	Do you require accessible services? <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Emergency Medical &amp; Evacuation Insurance is MANDATORY for this program</b>	<b>Please provide a quote for:</b> <input type="checkbox"/> Emergency medical insurance <input type="checkbox"/> Cancellation & interruption insurance <input type="checkbox"/> Both of them / All-inclusive	<b>If you do not require insurance:</b> <input type="checkbox"/> I / We will provide Eagle-Eye Tours with our policy information
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<b>Method of payment for \$1,000 USD deposit per person to hold space:</b> <input type="checkbox"/> Visa <input type="checkbox"/> Cheque Enclosed <input type="checkbox"/> Mastercard (please make cheque payable to Eagle-Eye Tours)	<b>Card Number:</b>  <b>Cardholder's Signature</b>	<b>Expiry Date:</b>
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SIGNATURE(S) REQUIRED ON REVERSE SIDE



**TERMS AND CONDITIONS AND PASSAGE CONTRACT TICKET**

These Terms and Conditions and Passage Contract Ticket ("Terms and Conditions") are entered into between 750207 Ontario Inc., operating as Adventure Canada (Ontario Registration Nos. 0400 1400 / 5002 1860) ("Adventure Canada") and the passenger (as detailed on the Registration Form).

Adventure Canada is a charterer or sub-charterer of various vessels used for the excursions, including but not limited to:

- i. The vessel Ocean Endeavour chartered from Endeavour Partners Ltd. as owners thereunder;
- ii. The vessel Panorama chartered from Pan Yatching N.E.P.A./ Variety Cruises Limited as owners thereunder; and
- iii. The vessel La Pinta chartered from Empresa Turistica Internacional C.A. as owners thereunder.

(Collectively, the "Vessel" and the "Owners" respectively)

Adventure Canada also offers tours and itineraries operated by tour providers including but not limited to Wineland-Thomson Adventures Inc., Eagle Eye Tours, Bluewater Adventures, Canoe North Adventures, Special Travel Club, Polar Latitudes Inc, and Frontiers North Adventures, (collectively, the "Tour Providers").

In accepting these Terms and Conditions, the passenger is agreeing that these Terms and Conditions constitute the contract and the ticket for the excursion with Adventure Canada. These Terms and Conditions shall also apply to:

- i. the Vessel, or any substituted ship;
- ii. the Vessel's Owners;
- iii. the Tour Providers; and
- iv. with respect to the land tour portion the operator of that land tour ("LTO")

together with the Vessel owners, managers, and charterers, as well as their sub-contractors, affiliates, successors and assigns of the entities identified in subsections (i), (ii) (iii) and (iv) of this sentence. These Terms and Conditions shall also apply to the directors, employees, agents, crew or pilots of the entities identified in the preceding sentence.

Without limiting the generality of the foregoing, the releases, exclusions and limitations of liability set forth in the provisions of these Terms and Conditions, as well as all rights, defenses or immunities set forth herein, shall also apply to and be for the benefit of agents, independent contractors, concessionaires and suppliers of Adventure Canada, as well as owners and operators of all shoreside properties at which the Vessel or may call, as well as Owners, operators, managers, charterers, designers, installers, suppliers and manufacturers of the Vessel, or any component parts of either, together with the employees and servants of each of the foregoing, and/or any launches, craft, Zodiacs or facilities of any kind belonging to or provided by any of the entities identified in this paragraph.

The parties to whom these Terms and Conditions apply as listed above shall collectively be referred to as the "Benefiting Party or Benefiting Parties".

Certain Tour Providers will request that the passenger complete a separate registration form for their trip in which case the terms and conditions set out in such registration forms, including any releases, limitation and exclusions of liability will supplement the Terms and Conditions set out herein, and in the event of any

conflict, the terms and conditions set out in the separate registration forms will take precedence over the Terms and Conditions, however strictly as regards the Tour Provider.

**RELEASE AND LIMITATION OF LIABILITY**

On tours which embark, disembark or call at any port in the United States, Adventure Canada and the Owners and other Benefiting Party shall be entitled to all the exemptions from and limitations of liability provided in or authorized by the laws of the United States (including title 46, United States Code Sections 30501 through 30509 and 30511). On all other tours, Adventure Canada and the Owners and other Benefiting Party shall be entitled to any and all liability limitations, immunities and rights applicable to it 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"). In all other situations, the passenger further agrees that neither Adventure Canada, its owners, officers, directors, agents, contractors (including, without limitation, the Owners and the Vessel or other conveyance used in carrying out the tour) and other Benefiting Party and their respective employees 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 reason of, or while engaged on, any Adventure Canada tour, whether due to or caused by Adventure Canada's or the Owners' and other Benefiting Party's ownership, maintenance, use, operation or control of any manner of Vessel or other conveyance used in carrying out the tour; (ii) the use of transportation or other services by owners, operators, or public carriers for whom Adventure Canada acts only as agent and for whom Adventure Canada is not responsible; (iii) passenger's lack of proper travel documentation (such as visas, passports, etc.); (iv) any act, omission or event occurring during the time that passengers are not aboard Adventure Canada or the Owners' or other Benefiting Party Vessel or conveyances; (v) any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage, or changes caused by sickness, weather, strike, quarantine or other causes beyond the control of Adventure Canada or the Owners or other Benefiting Party or (vi) defects or failures of any aircraft, Vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. Notwithstanding the foregoing, should for any reason, Adventure Canada, the Owners or other Benefiting Party or Parties be found liable for any matter, their maximum liability, for any reason whatsoever, howsoever caused, will be limited to the amount paid by the passenger to Adventure Canada for its services. Without limitation, Adventure Canada, Owners and other Benefiting Part are not responsible for any negligent acts, or acts which are beyond their control, including but not limited to acts of God or force majeure, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels or other accommodations, or for any other reason beyond the control of Adventure Canada, Owners or other Benefiting Party. Unless otherwise provided for in these Terms and Conditions, the passenger hereby waives any claim it may have against Adventure Canada, its owners, officers, directors, agents, contractors (including, without limitation, The Owners and any Vessel or other conveyance used in carrying out the tour ) and other Benefiting Party and their respective employees for any such damage, loss or injury. The passenger specifically understands and agrees that the passenger

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I / We understand that pricing is in US dollars.

I / We understand that final payment is due 120 days before departure.

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

I / We have read, signed, and agreed to the Terms and Conditions.

Signature Required for Passenger 1

DATE: DAY / MONTH / YEAR

Signature Required for Passenger 2

DATE: DAY / MONTH / YEAR



is releasing, discharging and waiving any claims or actions that the passenger may have presently or in the future for the negligent acts or conduct of Adventure Canada, its owners, directors, officers, employees, agents, contractors (including, without limitation, the carrier), the Owners or other Benefiting Party and/or their respective employees. Regardless of the situation or circumstances giving rise to a claim, the passenger waives any right to seek indirect, special, consequential, punitive or exemplary damages against Adventure Canada, its owners, officers, directors, agents, contractors (including, without limitation, the carrier), Owners or other Benefiting Party, and their respective employees, for any reason whatsoever. In case of a medical problem arising during the voyage, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the passenger

#### COMPENSATION

Compensation for personal injury is limited in accordance with the provisions of any applicable International Conventions. These include, for example, in the course of road travel, air travel, rail travel, sea travel, or hotel accommodation and are limited to the provisions of, respectively, the Geneva Convention 1973, the Warsaw Convention as amended by The Hague Protocol 1955, the 1999 Montreal Convention, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.

#### EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY/PARTICIPATION

The passenger hereby certifies that he/she does not have a mental, physical, or other condition or disability that would create a hazard for him/her or other passengers that he/she has not disclosed to Adventure Canada. The passenger agrees to honestly complete the personal information 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 the passenger's physician to which the passenger hereby provides his/her consent. **The passenger clearly understands that the liability of Adventure Canada, Owners and other Benefiting Parties is definitively limited as aforesaid. The passenger has carefully read the Terms and Conditions set out herein as well as the materials regarding the tour provided by Adventure Canada and is aware that such tour involves the risk of personal injury or death and damage or loss of property.** The passenger also acknowledges that risk and dangers may be caused by the negligence of Adventure Canada, its owners, directors, employees, contractors, officers or agents, or that of Owners or any other Benefiting Party, or the negligence or participation of other participants. The passenger is aware of and acknowledges that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. The passenger acknowledges that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during the passenger's tour. In consideration of the benefits to be derived from participation in the tour, the passenger voluntarily accepts all risk of personal injury or death and property damage or other loss arising from participation on the tour and hereby agrees that he/she and his/her dependents, heirs, executors, administrators, legal personal representatives, successors and assigns, do release and hold harmless Adventure Canada and its owners, employees, officers, directors, agents, contractors, trustees and representatives, Owners and other Benefiting Party 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 this tour. The passenger has read carefully these Terms and Conditions, and will abide by the conditions set by Adventure Canada and in the Terms and Conditions hereof or elsewhere published. The passenger affirms that he/she has not received or relied on any oral or written representation of Adventure Canada as a basis for agreeing to the release contained in these Terms and Conditions, and acknowledges that they have had the opportunity to seek independent legal advice prior to entering this contract.

Adventure Canada and the Owners and other Benefiting Parties shall be entitled to inspect passengers and their luggage for security purposes and the passenger hereby acknowledges that this may involve a physical search of the passenger and/or his/her property.

Should any passenger not arrive on board the Vessel at a scheduled time of departure, Adventure Canada, Owners and other Benefiting Parties shall have no liability for any delay or interruption in planned itinerary of the Vessel and Adventure Canada shall have the right, but shall not be obliged, to continue with the cruise on its planned itinerary.

#### EXCLUSIVE GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any actions and proceeding brought hereunder 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 to enforce any provision hereof, or based on any right arising out of, these terms and conditions shall be exclusively in the courts of the City of Toronto, in the Province of Ontario, and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

#### CANCELLATION & REFUND POLICY

All requests for cancellations must be received in writing. Upon Adventure Canada receiving a written notice of cancellation at least 120 days prior to the scheduled date of departure, the passenger shall receive a full refund of its tour fees, less an administrative penalty of \$500 USD per person. If a written notice of cancellation is received by Adventure Canada between 91 and 120 days prior to the scheduled date of departure, the passenger shall receive a refund of 35% of its tour fees. Please note that within the 90-day limit, all fees, deposits and tariffs received by Adventure Canada are forfeited. For these and other reasons mentioned below, passengers are strongly advised to obtain trip cancellation insurance at the time of deposit. No refunds shall be made to passengers who do not participate in any part of, or otherwise do not complete, the tour for any reason whatsoever.

#### CANCELLATION DATE PENALTY REFUND – INCLUDE CHART

CANCELLATION DATE	PENALTY	REFUND
Booking to 120 days prior to scheduled departure	\$500 USD	Balance
91 - 120 days prior to scheduled departure	65%	35%
90 days prior to scheduled departure	100%	0%

#### DELAYS & INTERRUPTION

In the event of a delay, whether before or after embarkation, passengers will be responsible for all costs and expenses associated therewith, including, without limitation, any additional food, lodging, transportation costs, or charge fees resulting from such delay. Should the tour be interrupted for any reason repatriation costs and expenses relating to prepaid travel expenses will be at the sole cost of the passenger. There will be no refund for any portion of the tour already taken. Adventure Canada recommends that the passenger obtains full travel insurance coverage and purchases refundable air/train tickets.

#### INSURANCE

Due to the nature of the tour in which the passenger will be participating, passengers should have in place prior to departure, comprehensive insurance coverage including without limitation medical, emergency evacuation, trip cancellation and interruption, accident and baggage insurance. It is the responsibility of the passenger to secure insurance for the level of protection they desire. Emergency Medical and Evacuation Insurance is mandatory for participation in all Adventure Canada expeditions and may be purchased through Adventure Canada at the time of booking and onward. Evidence of policy documentation will be required prior to embarkation or the beginning of the excursion. All passengers must carry a minimum of \$75,000 USD per person emergency medical and evacuation coverage. This may not cover the full cost of a medical emergency. Additional expenses are the full responsibility of the passenger. Any losses sustained by the passenger as a result of the passenger failing to obtain proper insurance coverage shall be the sole responsibility of the passenger. For full coverage, including cancellation coverage prior to departure, passengers are strongly recommended to obtain travel insurance. As the passenger firms up their travel plans the passenger may insure additional trip related expenses (for example commercial airfare, accommodations, pre and post excursions and discrepancies in currency), please contact your client services specialist to do so.

#### BAGGAGE

Baggage is solely at the passenger's risk and expense. Baggage is limited to a maximum weight of 20 Kg or 44 lbs for all excursions involving an Adventure Canada charter flight. Also, commercial airline luggage allowance differs from carrier to carrier; please check with the passenger's airline for current standards and weight restrictions. Excess baggage is not permitted on charter flights. Any excess baggage charges for commercial flights are the responsibility of the passenger. Passenger's baggage is restricted to suitcases and hand luggage of such size and type as can comfortably and safely be stored in the passenger's cabins. Cabin trunks are not acceptable and will not be permitted on board the Vessel.

#### DRONES AND OTHER UAV

Adventure Canada does not permit the use of UAV's by passengers. No exceptions will be made.

#### IMAGES AND PRIVACY

On these trips Adventure Canada takes many photos, some of which are used for promotional purposes. If the passenger would not like photos which include the passenger to be used, please let Adventure Canada know in advance. Adventure Canada may also celebrate the passenger's birthday or special events: please advise Adventure Canada if the passenger would like to abstain.