

Terms and Conditions

Deposit and Payments to Ovis Tours

Any and all deposits are **non-refundable** unless otherwise agreed to in writing by both parties. Payments may be made by check or cash, as we are not set up [★] to accept credit cards. NSF checks will remove a traveler from the travel list.

First payment and date - \$1,000.00 - March 13, 2015

Second payment and date - \$500.00 - May 29 ; \$2,000.00 - October 9

*Final payment date and balance - \$ 895.00 - Dec. 4

This must be made 60 days or more prior to departure. Ovis Tours reserves the right to cancel your booking if full payment is not received by the scheduled date.

Travel Documents - It is the passenger's responsibility to obtain information and to have in their possession all the required documentation to travel (such as passports, visa where applicable etc.) required by the relevant governmental authorities. Failure to have proper travel documents will result in denied boarding and automatic cancellation of your reservation without refund.

Refunds – No reimbursements or refunds will be issued for unused travel services or any component of the tour package after departure. Refunds are not granted for bookings cancelled due to inclement weather or illness; these must be claimed through your travel insurance. No guarantee is provided or warranted that any refund will be available.

Prices do include the following:

- Accommodation in 2/3 stars hotels with breakfasts and dinners.
- Coach and driver while on tour.
- Entrances to all scheduled museums and scheduled activities.
- Air transport return from group scheduled point of departure.
- All guide fees.
- *Airport taxes – to be determined at date of last payment and included in final payment.

Prices do not include the following:

- Lunches and beverages at meals.
- Gratuities or tips.

Ovis Tours **requires** that travelers shall purchase all-inclusive travel insurance coverage for the **entire travel period**. The travel period commences at takeoff from the departure airport selected by Ovis Tours and ends upon completion of the flight back to the return airport selected by Ovis Tours.

★ For the school only, you are still encouraged to make payments online.

Release and Agreement

I (or parent or guardian if applicant is under 18), am an applicant for an Ovis Tour. By signing the Ovis Tours Participant Application, I understand and agree to the following:

1. I understand and agree that all international tours are operated and marketed by Ovis Tours Company, Whitehorse, Yukon; hereafter referred to as "Ovis Tours."
2. I understand that my tour begins with the takeoff from the Ovis Tours departure airport and ends upon completion of the flight back to the Ovis Tours airport. I further understand that international travel involves certain risks to personal health, safety and property. Many foreign countries do not have the safety and health standards that are present in Canada. I am willing to accept the associated risks and understand that Ovis Tours cannot guarantee the health and safety of participants in a foreign trip or eliminate the risk from a foreign environment.
3. I agree to release, indemnify and hold harmless Ovis Tours and its affiliates (which term shall include parents, subsidiaries, officers, directors, shareholders, agents and employees of Ovis Tours as well as Ovis Tours itself) and my school, my school board and group leader (the "Released Parties") from, and agree not to sue the Released Parties for, any claims that I may have arising from, or in connection with, any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatever related in any way to my participation in any Ovis Tours sponsored tour. Without limiting the generality of the foregoing, I release, indemnify and hold harmless the Released Parties from, and agree not to sue

them for any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from the Released Parties' negligence other than from intentional or reckless acts by such parties. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators. This release also includes activities not offered by Ovis Tours that may be considered risky including, but not limited to, parasailing, paragliding, parachuting, skydiving, scuba (unless certified) and the use of motorbikes, mopeds, scooters and ATVs. I further release any tour directors, bus drivers or other individuals involved in my tour. This release also includes activities not offered by Ovis Tours that may be considered risky.

4. I understand that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs, or the Warsaw Convention, or both.
5. I understand and agree that Ovis Tours shall have no liability or responsibility for me when I am absent from Ovis Tours-supervised activities or for non-Ovis Tours supervised activities, such as visits to friends or relatives or during stay-ahead/stay-behind option periods if the stay-ahead/stay-behind period does not include the services of an Ovis Tours Director.
6. I understand and agree that Ovis Tours reserves the right to refuse or cancel my registration at their sole discretion. Group leaders may also refuse or cancel any participant's registration including my own.
7. I agree to abide by Ovis Tours' regulations and the directions of my group leader,

my tour director or Ovis Tours' personnel during my tour. Failure to do so may result in Ovis Tours terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Ovis Tours Program Fee, and that Ovis Tours may then send me home at my own expense.

8. I agree to abide by all local laws when in Canada and abroad, including those concerning drugs and alcohol. (Minors must have parents' permission to use alcohol even if the local law would otherwise permit them to.) I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Ovis Tours Program Fee, and Ovis Tours may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.
9. I understand and agree that if I become ill or incapacitated, Ovis Tours and its employees, my group leader, or a designated chaperone may take action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.
10. I understand and agree that Ovis Tours has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.
11. I understand that by enrolling on this tour, I have made the choice to travel with the teacher/group leader organizing my group, and I understand that this choice is not the responsibility of Ovis Tours. I understand that my group leader and tour director is able to make decisions on my behalf, including but not limited to changing the group's requested tour or travel date or optional excursions. He or she shall require I purchase items such as insurance. I understand that a group leader must accompany me

on tour. If my group leader cancels for any reason, Ovis Tours will ask him or her to assign a new group leader. If I cancel at this point, and choose not to travel with the replacement group leader, I understand that I am not entitled to a refund.

12. I understand that it is my responsibility to secure the necessary travel documents (passport and visa(s)) unless specifically arranged for the group by Ovis Tours. Failure to do so does not constitute grounds for a refund.

13. I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.

14. I understand that this tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.

15. I understand and agree that this agreement and Ovis Tours' Booking Conditions constitute the entire agreement between Ovis Tours and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees or Ovis Tours, or by my school or group leader. This agreement may be amended or modified only in writing, signed by both parties. The waiver by Ovis Tours of any provision of this Agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not obtained herein.

16. I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the Yukon Territory and the laws of Canada applicable hitherto. In the event of any claim, dispute or proceeding arising out of my relationship with Ovis Tours, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and

venue of the Courts of the Yukon Territory.

17. I understand and consent that Ovis Tours may use any film likenesses taken of me and any of my comments while on an Ovis Tours trip for future publicity.

Sign your application only when you have read in full and understood the contents of this release and agreement.

Dated this 4 day of May,
20 15.

Student signature and date

Parent signature and date
