



Canadian Wildlife Photography Tours TERMS AND CONDITIONS

Last Updated: September 8th, 2020

1. How to Book

To reserve your space on a Canadian Wildlife Photography Tours/JEM Photography (“Canwild”) workshop or tour, registration must take place directly through John, accompanied by payment of the specified non-refundable Deposit as well as acceptance of these Terms and Conditions. You will be required to sign a Waiver of Liability and Release prior to participating in each workshop/tour.

2. Exclusions from Workshop/Tour Price

The workshop price covers only the services specifically listed in the workshop/tour itinerary/PDF document. All other costs and expenses, such as travel insurance, trip cancellation insurance, tips and gratuities, excess baggage charges, extra meals, extra transport costs, extra accommodation costs, medical expenses, emergency evacuation costs and all additional expenses caused by delay, accidents or disruption of planned itineraries are your sole responsibility.

3. Payment

Prices are per person and are payable by cheque or email money transfer. All installments must be paid by their noted due date or Canwild will assume your participation in the workshop/tour has been cancelled by you and all deposits, installments, and any other fees paid up to such due date will be forfeited by you and you will not be entitled to attend or participate in the workshop/tour.

4. Health & Fitness

You must be in good health, both mentally and physically, to participate in a workshop or tour and are strongly advised to follow Canwild’s fitness level recommendations for your specific workshop or tour. Some workshops/tours take place in remote areas where there is little or no access to normal medical services or hospital facilities. Evacuation, for whatever reason, and all associated expenses, are your sole responsibility. Canwild reserves the right to refuse you the right to participate in a workshop on medical or fitness grounds, in its sole discretion, in which case you will not be entitled to a refund, credit or transfer. Notwithstanding the foregoing, participation in a workshop remains at your own

risk entirely and Canwild is not responsible for conducting health screening or for any damages resulting from your participation in any workshop for which you do not have the requisite health and fitness level.

5. Medical Disclosure

You declare and warrant that:

- you are in good health and mental and physical fitness at the time of booking this workshop;
- you have disclosed to Canwild every matter concerning your health and mental and physical fitness of which you are aware, or ought to reasonably be expected to know, that could be relevant to Canwild's decision to permit you to go on the workshop/tour;
- immediately upon any adverse change in your health or fitness that may be likely to affect Canwild's decision to permit you to go on the workshop, you will notify Canwild, by email, of any such change;
- you have taken the necessary precautions to immunize for the trip/destination that you are traveling to;
- you have taken out a travel insurance policy that adequately covers you for trip cancellation, potential medical issues and pre-existing medical conditions.

6. Workshop/Tour Leaders

"Workshop/tour leader" includes any person leading or supervising any aspect of the workshop.

Canwild workshop/tour leaders take their responsibilities seriously and if for any reason a leader believes that you should not participate in the tour/workshop, he/she may exclude you from the trip in part or in full. If, in the tour operator's sole discretion, such exclusion is due to your commission of an illegal act; or, due to your behaviour causing or being likely to cause danger, distress or annoyance to you or others; or, due to your fitness or health being inadequate, then you will not be entitled to a refund, credit or transfer.

In the event a tour leader excludes you from the workshop, in full, for any other reason, you will be offered a full refund as a genuine estimate of damages, and agree to not take or pursue any further remedies you may have at law or in equity against Canwild, its directors, officers, agents, representatives or employees. If directed by the tour leader to depart, you shall follow such instructions forthwith.

Canwild reserves the right to change, at any time, the leader of any tour/workshop. Any such change will not give you any right to cancel the trip, receive any refund, credit or transfer, or claim any expenses, loss or damages.

7. Complaints

If during the course of your workshop, you have a problem or concern, please bring it to the immediate attention of the tour/workshop leader for private discussion. All issues will be handled in confidence by both Canwild and yourself.

8. Insurance

Personal travel insurance and trip cancellation insurance is not included in the tour or workshop price. It is a condition of booking a tour/workshop with Canwild, and your responsibility to ensure that you are adequately insured for the full duration of the workshop in respect of illness, injury, death, loss or damage of baggage and personal items and cancellation and curtailment. You must ensure that your personal travel insurance covers all of the activities that you expect to participate in during the workshop. You must provide evidence to Canwild that you have obtained satisfactory personal travel insurance within one month of securing your workshop space by non-refundable deposit, otherwise Canwild may cancel your booking and you will not be entitled to any refund, credit or transfer.

9. Proof of Citizenship or Information Required to Travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are traveling. You will not be entitled to a refund, credit or transfer if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is recommended that your passport is valid for six months beyond the date of your return to your home country.

10. Airlines and Other Transport Providers

In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation shall result in no liability to Canwild, its directors, officers, agents, representatives or employees. Any flights or other transport forming part of the tour/workshop arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

11. Cancellations

If you are unable to attend a tour or workshop for any reason whatsoever, you shall not be entitled to any refund, credit or transfer of any deposits, workshop fees or other associated costs, unless specifically stated otherwise herein. If you are able to find someone else to take your spot in the tour/workshop (subject to approval by Canwild in its sole discretion) and can sell/transfer your spot to this new participant, then, upon Canwild's receipt of payment in full from the new participant, Canwild will provide you with a refund, minus a \$250 + gst administration fee. These Terms and Conditions shall inure to the benefit of and be binding upon the new participant.

Although extremely unlikely, Canwild reserves the right to cancel the tour/workshop at any time for any reason, in its sole discretion (including, but not limited to, failure to meet a minimum number of participants for the workshop). Notwithstanding the foregoing paragraph, in the very unlikely event of a cancellation for reasons within Canwild's control, all deposits, workshop fees, or other fees paid by you to Canwild would be refunded as a genuine estimate of damages, and you agree to not take or pursue any further remedies you may have at law or in equity against Canwild, its directors, officers, agents, representatives or employees. In no event shall Canwild be liable for any indirect or

consequential damages including flight change or cancellation fees, or any other associated travel costs or associated damages.

12. Itinerary Changes, Postponement, Cancellation or Delay

Itineraries and other details are published in good faith as statements of intention only and changes in the itinerary and related items may be made where deemed necessary or advisable by Canwild in its sole discretion. The information contained on Canwild's website and itineraries is, to the best of Canwild's belief, correct at the date of publishing. All revisions will be dated on each publication. It is acknowledged and agreed that changes, postponements, delays or disruptions of planned itineraries may occur, and you shall be responsible for any associated additional expenses. Canwild reserves the right to cancel any tour/workshop prior to departure in the event of such change, postponement, delay or disruption, in which case you will be offered a full refund as a genuine estimate of damages, and agree to not take or pursue any further remedies you may have at law or in equity against Canwild, its directors, officers, agents, representatives or employees. Barring cancellation of the workshop by Canwild, you will not be entitled to any refund, credit or transfer for changes, postponements, delays or disruptions of planned itineraries. In no event shall Canwild be liable for any resulting injury, loss, expenses or damages, indirect or consequential damages, including flight change or cancellation fees, or any other associated travel costs or associated damages.

13. Force Majeure

Any delay, cancellation or failure in performance by Canwild shall be excused if resulting from any cause or event that is not reasonably foreseeable or otherwise caused by or under the control of Canwild, including but not limited to a global situation, act of God, strikes, trade disputes, acts of war or terrorism, epidemic, medical outbreak, extreme weather, fire, floods, explosions, riots, breakdown, interruption of transport, government or political action, acts or omissions by third parties, or any other cause whatsoever outside of Canwild's reasonable control ("Force Majeure"). In such event, you will not be entitled to any refund, but Canwild shall make reasonable efforts to reschedule the tour/workshop, or find you a spot in another upcoming tour/workshop, and apply any payments you had made for the original tour/workshop as a credit towards your participation in the other tour/workshop. Notwithstanding the foregoing, should you be unable to attend such other tour/workshop for any reason, or should it be impossible or impracticable, in Canwild's sole discretion, for Canwild to reschedule the tour/workshop or find you a spot within 36 months of cancellation of the original tour/workshop, then you shall not be entitled to any refund, credit or transfer whatsoever. In no event shall Canwild be liable for any indirect or consequential damages including flight change or cancellation fees, or any other associated travel costs or associated damages.

14. Assumption of Risk

You acknowledge and agree that:

- by their very nature, Canwild tours and workshops may be more challenging and demanding, with a commensurately higher level of risk, than conventional holidays, and involve potential exposure to injury and possibly death;

- in the countries and regions in which the workshops are undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country/province/state of residence and may require flexibility and patience on your part;
- operational control of the workshop may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against Canwild, its directors, officers, agents, representatives or employees;
- the additional dangers and risks associated with Canwild tours/workshops may include difficult and dangerous terrain; different modes of transportation; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- the enjoyment and excitement of Canwild tours/workshops is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the tour/workshop, and
- you have submitted your booking for the tour/workshop after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by governments, and it is your responsibility to acquaint yourself with that information or advice.

For the above reasons, you therefore accept the inherent and increased dangers and risks associated with the proposed tour/workshop and the accompanying risk of injury, death or property damage or loss.

15. Release and Discharge from all Claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the workshop, you release, waive and discharge Canwild, its directors, officers, agents, representatives and employees from any and all responsibility or liability for any and all claims, actions or losses, expenses, personal injury INCLUDING DEATH, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise, that you may suffer or that your next of kin may suffer, which may arise:

- out of or occur during your travel, or in connection with the tour/workshop or any activities conducted in conjunction with the tour/workshop, due to any cause whatsoever including negligence, breach of contract, breach of warranty, breach of statutory duty of care, or failure to provide any warnings, directions, instructions or guidance, EXCEPTING ONLY the gross negligence of Canwild representatives, or
- in connection with any optional activities which you may undertake during the course of your tour/workshop but which do not comprise part of your itinerary and you accept that any assistance given to you by Canwild representatives in arranging such optional activities will not render Canwild, its directors, officers, agents, representatives or employees liable to you in any way.

You will be required to sign a Waiver of Liability and Release prior to participating in the tour/workshop. Should you refuse or be unable to sign the Waiver of Liability and Release,

you will not be permitted to participate in the tour/workshop, and you will not be entitled to a refund, credit or transfer.

16. Limitation of Liability

Notwithstanding anything in these Terms and Conditions to the contrary, the maximum aggregate liability of Canwild in connection with a tour/workshop booking shall be limited to the amount of the deposit and fees actually paid by you to Canwild. In no event shall Canwild be liable for any indirect or consequential damages including loss of time, inconvenience, flight change or cancellation fees, or any other associated travel costs or associated damages. You acknowledge and agree that:

- where Canwild acts as a booking agent for third-party tour operators, it accepts no liability for the acts, insolvencies or omissions of those third-party tour operators and Canwild does not authorize any suppliers including hotel management to promise refunds on our behalf; and
- Canwild will not be liable for any breach of any law by you or any person with whom you travel on the tour/workshop and you agree to hold harmless and indemnify Canwild, its directors, officers, agents, representatives and employees from any and all liability for any damage to property or death of or personal injury to any third party resulting from your (or any person for whom you are responsible for at law) acts or omissions, whether lawful or not; and
- you may not rely on any representations concerning the tour/workshop made by Canwild, its directors, officers, agents, representatives, employees or any other person, which are not contained in these terms and conditions, and no representation or warranty by Canwild is expressed or can be implied, except as expressly set out herein.

17. Privacy

You permit Canwild to collect personal information from you regarding your health and medical condition. You acknowledge that this personal information may be disclosed to Canwild representatives and third-party contractors, or medical personnel in the event of emergency, in order to ensure your safety and well-being, but will not be used by Canwild for any other purpose without your consent.

18. Severance of Conditions

If any part of a term condition contained herein is found to be illegal, unenforceable or invalid, it is to be treated as removed from the Terms and Conditions, however, the remainder of the Terms and Conditions remain valid, binding and unaltered.

19. Jurisdiction

This agreement and the rights and obligations of the parties will be construed, and take effect in accordance with, and be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.