



Fundy Sports & Tourism Terms & Conditions of Booking

BEFORE MAKING YOUR RESERVATION, PLEASE CAREFULLY REVIEW THE TERMS & CONDITIONS OUTLINED BELOW. ANY RESERVATION MADE WITH FUNDY SPORTS & TOURISM CONSTITUTES A BINDING AGREEMENT SIGNIFYING YOUR ACCEPTANCE OF, AND YOUR AGREEMENT TO FOLLOW, THESE TERMS & CONDITIONS, AND TO BE BOUND BY THEM.

NOTE: Fundy Sports & Tourism is a tour operator / event organizer / travel agent and does not own, manage, control or operate any aircraft, ground transportation, hotel, resort, cruise ship, restaurant, excursions or other suppliers associated with the assembly of your package.

Last updated: October 2021

COVID-19 update

Customer acknowledges risks related to the spread of infectious or contagious diseases. It remains the customer's responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19. To ensure the safety of all guests and employees, resorts/hotels may have mandatory safety protocols in place, and the availability of their services and facilities may be impacted.

No refunds will be offered due to failure to comply with any and all vaccination or medical requirements related to Covid19.

Regulations and rules are fluid and ever changing. Fundy Sports & Tourism accept no responsibility for updated information or guidance updated since this document was produced.

Travelers will be responsible for the costs of any tests.

Here is a link to the Govt of Canada website - COVID-19 testing for travellers - <https://travel.gc.ca/travel-covid/travel-restrictions/flying-canada-checklist/covid-19-testing-travellers-coming-into-canada>

Event Participation Risk

I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I acknowledge running, bicycling, swimming, and/or other portions of this Event are inherently dangerous and are an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I

participate in the Event, or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event. I understand and acknowledge that there may be vehicle or pedestrian traffic on the course route, and I assume the risk of running, biking, swimming and/or other portions of this Event and participating under these circumstances. I also assume any and all other risks associated with participating in this Event, including but not limited to the following: falls, dangers of collisions with vehicles, pedestrians, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Event at my own risk, that I am responsible for the risk of participation in the Event.

TERMS & CONDITIONS OF BOOKING

Deposit and Final Payment (Payment Schedule)

Deposit or Full payment must be paid by credit card, cheque, cash or E-transfer at time of booking. Fundy Sports & Tourism reserves the right to cancel your booking if full payment is not received by the scheduled due date which is normally 8 weeks prior to departure. Unless you are notified in writing that your booking has been automatically cancelled due to insufficient payment, your booking remains confirmed and full payment is due as per Fundy Sports & Tourism payment schedule outlined above. Fundy Sports & Tourism reserves the right to cancel your booking if full payment is not received by the scheduled due date.

Credit Card Payments

Your use of your credit card number to apply deposit and final payment indicates your acceptance of and compliance with these booking Terms & Conditions, whether or not you have actually signed the appropriate credit card slip. Verbal authorization for the use of a credit card confirms the reservation.

Travel Documents

It is the passenger's responsibility to obtain information, including any child travelling, and to have in their possession all the required documentation to travel (such as passports, visa where applicable, etc.) and meet all entry or transit requirements for each country on Customer's itinerary. Note that the documents or other requirements for the outbound portion of your travel may differ from those required for the return. Along with the standard travel documents needed to enter Canada, additional requirements may be imposed, including additional documentation, depending on your country of origin, even only for the purpose of landing in Canada and re-boarding a connecting flight.

Fundy Sports & Tourism is not responsible for any missing or inappropriate documents or failure to meet the necessary entry or transit requirements. Failure to meet the necessary requirements, including presenting the proper travel documents, will result in denied boarding and automatic cancellation of your reservation without refund. Prior to making a booking and for more information on mandatory travel documentation, you must visit the following websites:

[Government of Canada - Travel and tourism](#)

Find the latest government entry requirements and COVID-19 measures in place for your destination:

[Air Canada Travel Ready hub](#)

Standard Cancellation Policy

" 56 days or MORE prior to departure: \$100 CAD per person or deposit value of specific tour*

" 55-21 days prior to departure: 50% of total price**

" 20 days or LESS prior to departure: 100% non-refundable

* Cancellation fees are in place to compensate Fundy Sports & Tourism for prepayments made on advance booking of travel services, and for administrative costs involved in processing a cancellation.

**If you are traveling with us on a group departure where there is an Air element with Air Canada or any another airline or a Tour Operator whom we are buying a package from our Terms and Conditions will defer to those of the Tour Operator.

NOTE: The nature of some excursions may involve a significant amount of personal risk. Fundy Sports & Tourism assumes no responsibility arising from any damages or injuries or death resulting from these inherent risks.

GENERAL

Insurance

Fundy Sports & Tourism strongly recommends the purchase of an all-inclusive holiday insurance package (trip cancellation & interruption & classic medical travel insurance) offered through Vision Travel by Manulife Insurance or other sufficient traveller's insurance.

Refunds

No reimbursements or refunds will be issued for unused travel services or any component of the 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. No refund will be granted if a sale price is advertised after a reservation is confirmed.

Validity of Rates

The price for any booking is confirmed at time of the call. After the booking is confirmed, if there is a fuel surcharge imposed by a carrier we may be forced to pass this increase onto clients.

Currency

All rates are quoted in Canadian funds, unless otherwise indicated based on exchange rates, fuel cost, taxes, fees, charges and surcharges (including service charges imposed by Fundy Sports & Tourism) as confirmed at time of booking. Fundy Sports & tourism reserve the right to amend the vacation cost by 5% to offset any fluctuations in Exchange Rates between the Canadian Dollar and the local currency used for your vacation.

INCLUSIONS AND EXCLUSIONS

The price only includes the items specifically listed on your booking at the time of purchase. Please refer to your specific package for inclusions. Anything that is not specifically identified on your booking at the time of purchase, is excluded from the price.

Prices DO Include:

Selected combination of flights, bus travel, accommodation, applicable taxes, fees, charges and surcharges (including service charges imposed by Fundy Sports & Tourism) and any other inclusions as specified for product selected as per the tour description.

Prices DO NOT Include:

Most holiday packages are subject to extra charges above those reflected in the price for each package. For example, any supplementary services purchased at destination (meals, drinks, cleaning, items listed in the facilities description etc.) in addition to any costs incurred en route to and/or from the destination, meals and/or alcoholic beverages (unless specified), local excursions at destination, telephone calls, tips, laundry, car rental insurances and taxes and fees billed at destination by the car rental company when booking a car rental, items of a personal nature and/or personal services not specified as being included in association with a selected product as per the resort/hotel description. Any other item not specifically listed as being included at the time of booking

Certain local taxes and fees may be applicable for the destination you are travelling to and are payable in local currency prior to your departure. Please refer to the relevant government authorities of your destination and stay updated on the latest government entry requirements and COVID-19 measures in place at destination.

Guaranteed Departures

Certain guided tours are offered with guaranteed departure dates. Such guaranteed departures may occur only if a minimum number of participants have booked the same guided tours (the number may vary depending on the guided tour selected in order for Fundy Sports & Tourism to offer them at the price indicated). If the minimum number of participants required for a guided tour with a guaranteed departure is not met, Fundy Sports & Tourism may cancel the guided tour and offer the customer another guided tour or a full refund, the customer hereby renouncing to any recourse it may have against Fundy Sports & Tourism as a result of this cancelation.

If We Modify Your Booking

Sometimes, reserved accommodations may no longer be available for reasons such as unexpected maintenance or hotel overbooking. In such cases, substitute accommodation of equal or greater quality will be provided. If, after confirmation, Fundy Sports & Tourism makes a hotel change or other changes to your travel arrangements such as:

" change of destination;

" change of departure or return by more than 24 hours;

" change of accommodation standards;

" change of the routing requiring additional travel identification or documentation without sufficient time to obtain this documentation before departure; then Fundy Sports & Tourism will contact you at the earliest convenience upon receipt of notification from the concerned supplier prior to your departure. In this case, Fundy Sports & Tourism offers the following options:

a. Acceptance of the change as offered;

b. Selection of an alternate package with Fundy Sports & Tourism, based on availability. Any price differential resulting from substitution with a lower-priced alternative will be refunded. Customers are responsible for payment of any difference in price based on substitution of a higher priced alternative of their choice;

c. Cancellation of your vacation with a full refund of the price paid to Fundy Sports & Tourism.

LIABILITY

Liability of Suppliers

Fundy Sports & Tourism makes arrangements with third-party suppliers who provide travel services such as flights, bus travel, cruises, hotels, airport-hotel transfers, sightseeing, car rentals or other activities included in your package. Fundy Sports & Tourism makes every effort to deal with the most reputable suppliers, we are not responsible for their acts and omissions and for acts and omissions of their respective employees, representatives or agents. Travel services are subject to conditions imposed by law and by third-party suppliers. As such, their liability is limited by their respective tariffs, conditions of carriage as well as international conventions and arrangements.

Conditions of Carriage apply to flights bound to and from your destination, some of which limit or exclude liability. For air carrier liability and options available to you regarding loss, damage or delay of your baggage, please consult the relevant airline website terms & conditions. Fundy Sports & Tourism does not assume any responsibility for schedule changes made by the airline, or any additional costs (accommodation, meals, etc.) incurred due to any flight delays or missed connections. Additional hotelier terms and conditions may also apply.

You agree to abide by the terms and conditions of purchase imposed by any supplier, including without limitation hotel, airline, cruise, car rental company or tour operator ("Supplier") with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the Supplier's rules and restrictions, which are available through the Supplier, regarding availability and use of fares, products, or services.

Certain hotel Suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses during your stay. Such deposit is unrelated to any payment received by Air Canada Vacations for your hotel booking with the Supplier.

Fundy Sports & Tourism is not liable for any costs or fees incurred due to relocation.

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such third party provider's rules and restrictions, which are available through the third party provider, may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, and in your forfeiting any monies paid for such reservation. Air Canada Vacations is not liable for any cost or fees incurred by such violation.

Local taxes and fees may be applicable for hotel stays in the destination you are traveling to and are payable in local currency. Rates are subject to change without notice.

Excursions

Customers may choose to participate in excursions, optional tours or activities of local suppliers at destinations that may be offered for an additional fee by Fundy Sports & Tourism. Any written or oral contract is considered to be exclusively between the customer and the Supplier. Some excursions may have a risk of personal injury, loss or damage. Fundy Sports & Tourism. assumes no responsibility for any claim, loss, damage, cost or expense arising from a customer's participation in said excursions.

Liability of Fundy Sports & Tourism

Fundy Sports & Tourism assumes no responsibility for any claim, loss, damage, cost or expense arising out of personal injury, accident or death, loss, damage, delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any of the following:

" The act of omission of any third party including suppliers other than Fundy Sports & Tourism or its employees;

" Sickness, theft, labour dispute, mechanical breakdown, quarantine, government actions, weather, or any other cause beyond our direct control;

" Any parking fees or fines incurred as a result of parking at a departure point from where a tour is departing. It is the responsibility of the client to request permission from the location to park their vehicle for the duration of the tour:

" Your failure to obtain the documentation required for your trip such as passports, visas, and certificates (in which case you are not entitled to any refund);

" Your failure to follow instructions including but not limited to airport / bus departure times, departure points, baggage handling, and check-in/check-out times;

" Cancellation or change for any reason in the travel services offered. We reserve the right to cancel or substitute travel services with a comparable alternative at our discretion, and Fundy Sports & Tourism will advise you within a reasonable amount of time prior to departure of any such a cancellation or change. If we must cancel your booking entirely, Fundy Sports & Tourism will be limited to a refund of all monies paid;

" A full refund, however, will not be granted where cancellation of travel must be made by Fundy Sports & Tourism for any situations which are unusual or unforeseeable, i.e., any force majeure including (but not limited to) weather conditions such as inundation, any type of storm, hurricane, twister or similar, fire, seismic activity, nuclear disasters, strikes, riots or civil conflicts, acts of war, terrorist actions, any public health emergencies or health risks, government actions, supplier bankruptcies and any other events beyond Fundy Sports & Tourism control. Hurricane season in the North Atlantic is generally between June 1 and November 30. Fundy Sports & Tourism is not liable for the costs or other consequences that arise out of or result from any inclement weather conditions at any time and where Fundy Sports & Tourism contractual obligations with its suppliers does not allow for reimbursement of the sums paid to the supplier on behalf of the customer. Please ensure you have a Travel Insurance policy in place.

Photographs displayed in this site are representational only, and not a guarantee that everything is exactly as depicted upon arrival at destination.

Fundy Sports & Tourism will do its best to monitor any construction and readiness; it does not have control over this.

Hotel/Room Allocation

The hotel or resort is responsible for room allocation in accordance with the category reserved. Fundy Sports & Tourism assumes no responsibility as to the location, décor, furnishing or type of bed in the room that may vary based on the room's location on the hotel property. If the customer would like to change rooms, such changes are subject to availability and additional fees may apply.

Medication

It is the customer's responsibility to have all necessary medications and to carry them in their carry-on luggage. It is the customer's responsibility to ensure that they are fit to travel, and that they have consulted a qualified medical professional.

Vaccinations

Passengers are solely responsible for obtaining all required medical inoculations and appropriate certificates necessary for travel. Fundy Sports & Tourism will require visual proof of vaccination at time of balance payment. You must be fully vaccinated in order to confirm your place on any tours and proof of vaccination must be carried with you.

Return To Canada Testing - All passengers must adhere to any, and all testing required as determined by the Govt of Canada to return to Canada upon completion of the trip.

Fundy Sports & Tourism email offers

When you book your travel or race with Fundy Sports & Tourism you are added to our email list that will be used to contact you monthly with offers that we feel will be of interest to you. If you do not want Fundy Sports & Tourism to contact you with offers you may withdraw your consent at any time simply by contacting us.

I confirm that I have read and understood all the Terms & Conditions contained within this document.

Print Name -

Signature -

Date -