



NWW Highway RV Tours Registration Agreement Terms & Conditions

Effective January 1, 2023

NWW Highway RV Tour, is a tour operator specializing in a la carte RV Tours along the Northern Woods & Water Highway. Please read the following terms and conditions carefully. These terms and conditions together with our privacy policy, release, and any other documentation we provide you form the basis of your contract with us (hereinafter The Agreement). This Agreement effects your legal rights. By booking a tour with us, you are accepting and consenting to The Agreement. By acceptance of the tour purchase, the registrant(s) agree(s) to the terms of this agreement. Completion of registration and paying of deposits shall constitute understanding and agreement with company policies and conditions, as described on the Terms & Conditions page on website. If you do not agree to the Terms and Conditions, you must not make any booking with us. We reserve the right to make changes to the terms and conditions from time to time. Any such changes shall become effective immediately. The terms and conditions in effect at the time of your travel will be applicable to your booking. You agree that it is your responsibility to check our website from time to time and be aware of any such changes.

These terms and conditions together with any other documents we provide you (the “Agreement”) describe what you are legally entitled to expect from us when you book your Tours through us, in addition to important obligations you make as a customer that affect your legal rights. The terms “we”, “us” and “our”, and “NWW Highway RV Tours” refer to Northern Woods & Water Highway RV Tours. The term “you”, “participant”, “customer”, “tour member” and “guest” refers to the customer booking a registration with us.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you is true and correct. You understand that you are financially responsible for our services and those for whom you make a registration for.

General

Customers are responsible for vehicle insurance, travel insurance, medical insurance, vehicle maintenance, vehicle repairs and operation. NWW Highway RV Tours is not qualified to answer questions about proper vehicle repairs so the customer must seek answers from qualified people. Customers are responsible for all other expenses not included in the tour. We are not responsible for any lost or stolen belongings. If for any reason you need to leave the tour you may rejoin at any time, no refund will be given. Any customer who does not show up or leaves the tour early for any reason forfeits all monies paid. NWW Highway RV Tours is not responsible or liable for any issues which may arise from weather, road conditions, wildlife, pets, insects, food consumption, delays, errors, omissions or actions

from other service providers or any other things beyond our control and customers agree to hold harmless NWW Highway RV Tours Inc. and its owners, employees, agents and contractors from any and all liability, damage or loss claims which may result from our caravan tour.

Payment Terms

The operation of RV Touring requires extensive long-term planning and costs are incurred long before the actual departure date. In consideration for this planning the following deposit & final payment terms apply: A **50% deposit** due at time of registration. **Final balance is due 90 days** prior to departure for all registrations. All payments must be made in Canadian funds. Bookings made less than 90 days before the start of a tour must be paid in full at the time of the booking. If we do not receive any payment in full and on time, then at our sole discretion we reserve the right to treat the booking as cancelled.

On-line payments can be made through e-transfers to NWW Highway RV Tours. While we accept **Visa and Mastercard**, participants agree to provide a verbal or signed charge authorization agreement for each credit card transaction. There is a **4% surcharge** for all credit card purchases. Your authorization is a binding agreement for us to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause (except fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. In the event a Participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of NWW Highway RV Tours, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

Cancellation Policy

All reservations made by NWW RV Tours on your behalf are made well in advance of the tour, so our policies are unavoidable. All our suppliers have their own cancellation policies, and we can not be held responsible for their actions. Should you have the need to cancel your registration prior to the start of your caravan or Tours, please call 587 888-0209. A written notice is required by email to info@nwwrvtours.com. Upon receipt, NWW Highway RV Tours will follow industry procedures for all applicable refunds. Refunds are paid within 30 days upon receipt of your written notice of cancellation. Tour & Tours begin at 12:01am on day of rendezvous. No refunds will be given once the Tours has begun. Should you need to switch your tour up to 90 days prior to departure, your tour payments will be transferred to the new tour less a \$50 tour change fee. In addition to any terms of our suppliers, any refund will be at our sole discretion, but will be subject to the following:

Refund Policy*

- If you cancel 150 days prior to departure we will refund 100% monies paid less a \$100 per person cancellation fee,

- if you cancel 149 - 90 days prior to departure a cancellation fee of 10% of the full tour price will apply,
- if you cancel 89 - 60 days prior to departure a cancellation fee of 15% of the full tour price will apply,
- if you cancel 59 - 30 days prior to departure a cancellation fee of 20% of the full tour price will apply,
- if you cancel 29 days or less before departure a cancellation fee of 30% will apply, any remaining monies after cancellation fees will be refunded.

2022 COVID-19 Cancellation Policy

For those registered on a caravan scheduled to depart up to and including June 1, 2022 wishing to cancel their registration, all monies paid less cancellation fees will be returned in the form of a travel credit to be used on any future tour **with no expiration date**.

Only you can decide when it is safe for you to travel again. While traveling by RV is considered one of the safest methods of travel, it is still important for you to feel comfortable with your travel decisions. Everyone assumes some level of risk when they travel, either close to home or across the world. Fearing the unknown is not something that is covered by our RV park and event vendors policies and our signed contracts with them. We understand if you choose to cancel during these uncertain times and look forward to you choosing to travel with us in the future.

COVID-19 Release: The client expressly acknowledges that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which your vacation will take place. You acknowledge the novel coronavirus, COVID-19, and its variants have been declared a worldwide pandemic by the World Health Organization. You acknowledge that COVID-19 has made travel uncertain due to government closures and travel restrictions. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). You also understand that if you are older or have underlying conditions, you may be more prone to serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by NWW Highway RV Tours

By making a booking, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk for yourself and those traveling with you, that you or they may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You acknowledge that due to the uncertainty of travel at this time, your trip may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund or credit due back. You understand that you may become sick before the trip and may not be able to travel and such cancellation will be subject to our cancellation terms. You

also acknowledge that you may become sick during the trip and that your travel plans may change, for which we will not be liable.

You understand the description of the risks due to COVID-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death, or any other loss. You agree that having considered these risks, you, for yourself, and any others including minors traveling with you, desire to book travel at this time and that you freely and voluntarily assume complete personal responsibility for the risk of exposure, illness, death, delay, postponement, change, and cancellation due to COVID-19, for yourself and any minors traveling with you, even if such injuries or losses occur in a manner that is not foreseeable at the time the booking is made.

You agree that due to uncertainty caused by COVID 19, NWW Highway RV Tours has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage, and that should you fail to purchase travel protection coverage, NWW Highway RV Tours, shall not be liable to any losses whatsoever arising.

You, for yourself, and any others including minors traveling with you, and on behalf of their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD NWW Highway RV Tours, its officers, agents, and/or employees, suppliers, and other participants (RELEASEES), free from any and all claims, demands, losses, and liability arising out of or related to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.”

Cancellation or Rescheduling by Supplier

In the event the Supplier chooses to change the departure date, the standard cancellation charges remain effective for the original departure date. Cancellation of a tour without NWW Highway RV Tours’s consent is subject to standard cancellation charges.

Cancellations by NWW Highway RV Tours

NWW Highway RV Tours reserves the right to cancel any tour at its sole discretion. In the unlikely event a tour is cancelled by NWW Highway RV Tours, and we are unable to reschedule, all funds collected from any participant will be refunded in full except in the case of force majeure. Monies are refunded to the original payer and are not transferable.

Force Majeure

We cannot accept liability or pay any compensation or refund any money, where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience, or damage because of circumstances amounting to “force majeure”. “Force majeure” means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing

authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire or for acts or omission of Third Parties or other parties not under the control of NWW Highway RV Tours and all similar events outside our control

Medical Emergency or Mechanical Breakdown

No refunds will be given once the tour begins on rally day (first day of the tour). Should you have a medical emergency or an RV breakdown during your tour which prevents you from continuing, you may receive a credit toward a future tour less any non-refundable expenses incurred by NWW Highway RV Tours on your behalf.

We cannot be responsible for medical emergencies or mechanical breakdowns. Should you need to leave early for any reason, no refund will be provided. We strongly encourage our guests to purchase comprehensive insurance that includes coverage for Trip Cancellation or Interruption, Cancel for any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage, RV Roadside Assistance.

It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

Travel Protection Coverage

NWW Highway RV Tours **strongly encourages** you purchase travel/medical/baggage protection as well as RV Roadside Assistance Insurance for the trip. Such plans should cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. The distances travelled and between larger centres the Roadside Assistance Insurance will help with mechanical breakdowns, towing, and tire issues. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.

NWW Highway RV Tours is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. NWW Highway RV Tours cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer, insurance agent or broker.

Some provinces, venues, or events may require proof of vaccination to allow entry. NWW Highway RV Tours cannot be held responsible for denied entry if a guest is unable to provide vaccination details to authorities or denial of entry for any reason. Declining or not having adequate travel protection could result in the loss of your travel cost and/or require more money to correct the situation. NWW Highway RV Tours **strongly encourages** you purchase travel/medical/baggage protection as well as RV Roadside Assistance Insurance for the trip. You also acknowledge that without adequate coverage, there may be no way to recoup any losses, costs, or expenses incurred. If you choose to travel without adequate

coverage, we will not be liable for any of your losses howsoever arising, for which travel protection would otherwise have been available.

Travel Credit

Should NWW Highway RV Tours in its sole discretion, choose to offer travel credits for any reason, travel credits must be applied towards a new reservation within 2 years of date issued.

Non-Responsibility

NWW Highway RV Tours, our employees, owners, officers, shareholders, agents, independent contractors, and representatives (NWW Highway RV Tours) acts only as an agent for the transportation companies, sightseeing contractors and other principals included in the itinerary and is not a principal or operator for the subject services. NWW Highway RV Tours is an independent contractor and is not an employee, agent, or representative of any of these suppliers. NWW Highway RV Tours does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel, RV park or restaurants, or any other entity that supplies services related to your tour (Suppliers). NWW Highway RV Tours is not affiliated with any other tour operator. All suppliers are independent contractors and are not agents or employees or representatives of NWW Highway RV Tours. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither NWW Highway RV Tours, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of NWW Highway RV Tours. NWW Highway RV Tours assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and NWW Highway RV Tours shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. NWW Highway RV Tours accepts no responsibility for lost or stolen items. NWW Highway RV Tours reserves the right to refuse any participant or potential participant at its sole discretion.

Additional Risks

Additional risks and dangers may arise including, but not limited to, hazards of travel by RV, train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, swimming, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks.

As lawful consideration for the agreement with NWW Highway RV Tours to participate in such trips and activities you agree you will not make a claim against NWW Highway RV Tours, its related companies or

its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost, or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release NWW Highway RV Tours, its related companies, and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives, and assigns.

Changes to Price, Itinerary, Tour Activities & Overbooking

NWW Highway RV Tours prices tours and rallies well in advance of travel. Our dedication is to provide the best quality and pricing on any guided RV Tours. Itineraries and prices are subject to change only due to improvements and/or number of days and/or activities.

While no changes are anticipated, there may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. NWW Highway RV Tours reserves the right to change the itinerary, activities, travel route, and/or meals due to such unforeseen circumstances, emergencies, or as we deem necessary. Additionally, historic sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No tours will be cancelled due to renovations, although NWW Highway RV Tours may choose to amend itineraries for such sites. These changes will not be considered a material change and will not be considered cause for cancellation by the guest. If we suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the supplier of the activity and your only recourse in case of damage will be against the supplier of the alternate activity. Due to last minute cancellations, NWW Highway RV Tours reserves the right to overbook any Tours or tour by four (4) rigs. Should any moving tour have less than twelve (12) rigs, the Wagonmasters may also perform the duties of the Tailgunners.

International Travellers

NWW Highway RV Tours bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

It is the Participant's responsibility to ensure that all the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. We recommend that you keep a copy of your scanned passport (photograph page) on your email while traveling.

Medical Disclaimer

You must advise us in writing, at or prior to booking, of any medical, physical, or other condition, which may require professional attention during a vacation or may require the use of special equipment. Full details must be confirmed in writing at the time of booking and whenever any change in the condition or disability occurs. NWW Highway RV Tours will make all reasonable efforts to accommodate requests

but cannot be responsible if accommodations are not available. Any accommodations provided will be at the sole expense of the guest requiring the accommodation. Please note that accommodations outside of cities may not have wheelchair accessibility.

NWW Highway RV Tours Employees, Guides and Suppliers are, unfortunately, unable to offer additional assistance to customers with limited mobility and all such assistance will need to be provided by whoever the passenger is traveling with. Participants with disabilities must notify NWW Highway RV Tours in writing no later than the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel. We reserve the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

Please note that facilities may not have wheelchair accessibility. It is also necessary to advise NWW Highway RV Tours of your special dietary needs. While most vendors used on our tours or rallies will be able to accommodate your dietary needs, please be prepared to provide for your own special dietary needs. NWW Highway RV Tours is not responsible for food prepared by Independent Contractors or Third Parties.

Health and Safety on Tour

Certain itineraries and tours are not scooter or wheelchair accessible. NWW Highway RV Tours, reserves the right to decline any tour participant who, in our opinion, may affect the health, safety or enjoyment of other participants. It is the responsibility of the guest(s), not NWW Highway RV Tours, to see to any and all of your special needs required during the duration of the Tours. Children under 18 must be accompanied by an adult on all excursions.

For the safety of our guests, NWW Highway RV Tours reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

Your Conduct

Each participant is expected to act responsibly and adhere to all behavior guidelines established by NWW Highway RV Tours and our local ground-handlers. We and our local ground-handlers reserve the right to remove you from any trip if you endanger yourself or others or disrupt the general well-being of the trip itself. In any such case, there will be no refund.

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. NWW Highway RV Tours is not responsible for any costs incurred concerning a guest removed from a tour. Guests agree not to hold NWW Highway RV Tours or any of its related entities liable for any actions taken under these terms and conditions.

Baggage and personal effects are always the sole responsibility of the participant.

Tour Member Responsibility

Tours members are responsible for their personal health, behavior, actions, driving infractions, insurance, mechanical maintenance of their vehicles and group cooperation. NWW Highway RV Tours Wagon masters reserve the right to decline attendance or participation of any Tours member without refund if his/her conduct is contrary to the best interest of the other Tours members in the group. Any Tours member who does not show up, deviates from, or leaves the group early for any reason whatsoever, forfeits his/her fees paid. By accepting the Tours and making the deposit, registrant(s) understand and agree to abide by the terms and responsibilities of this agreement.

It is understood and accepted that the function of NWW Highway RV Tours is to organize and facilitate the Tours. It is agreed that whoever is going on said Tours is doing so entirely upon their own initiative, risk, and responsibility (not acting under anyone else's direction and/or control during said Tours) and will have complete and unrestricted control over their vehicles. It is the driver of the RV or other vehicle who is ultimately responsible for avoiding obstacles and/or dangerous situations and is solely responsible for any damages to their property or the property of others.

Pets

If you have pets on board during the Tours you agree to be responsible for cleaning up after the pet. Any incidents with the pet affecting other Tours participants or Third-parties may result in your removal from the Tours without compensation.

Photo Release

While we respect everyone's privacy, as a tourism-based business photos and video are an integral part of what we do. We take occasional photos and videos and sometimes our customers are included, if possible, we inform the customer if they will be photographed and if they do not want to be included then we will make our best effort to not include them. You consent to the use of your photo and name for promotional purposes without compensation and waive your rights under applicable privacy laws for us to get further permission for such use.

Severability

If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

Liability Waiver

Participant acknowledges that they will be required to sign a **Waiver and Release Agreement** provided by NWW Highway RV Tours, prior to participating in any Tours. Failure to sign the waiver will cancel participant's Tours and that Tours will not be eligible for a refund. Prices are subject to change and are published on our website. Please refer to our website for the most up to date prices, dates, and itineraries. By booking your Tours with us, you agree to our complete NWW Highway RV Tours Terms & Conditions that can be found at www.nwwr.ca

Jurisdiction And Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by the laws of the province of Alberta without regard to conflicts of law principles. Any claims shall be brought in a court of competent jurisdiction in Alberta. You agree that you will only bring claims against NWW Highway RV Tours in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. NWW Highway RV Tours shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a tour means that you agree to these conditions of sale and expressly waive any right to punitive damages. **All guest claims must be submitted in writing and received by NWW Highway RV Tours no later than thirty (30) days after the completion of the NWW Highway RV Tours vacation. Guest claims not submitted and received within this time shall be deemed waived and barred.**