

**Churchill Polar Bear Adventure Day Tour Booking Form for Travel Agents**

**Heartland International Travel & Tours**

**202 - 3111 Portage Ave. Winnipeg, Manitoba, Canada R3K 0W4**

**Toll Free: 1-866-890-3377**

**Phone: (204) 989-9630**

**Fax: (204) 989-9636**

**Email: [info@heartlandtravel.ca](mailto:info@heartlandtravel.ca)**

**Tour Date choice: Saturday October 27, 2018 \_\_\_\_\_**

**Saturday November 3, 2018 \_\_\_\_\_**

**Agent Contact Information:**

Agent Name: \_\_\_\_\_ Agency: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Province/State: \_\_\_\_\_

Postal /Zipcode: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_

Agent Email: \_\_\_\_\_

**For the Churchill Day Tours, we produce an information package we email out to all tour guests. As an agent, it is YOUR responsibility to pass this document onto your client(s) and to make sure they have received it. The information package will be emailed out to you the first week of October.**

**Client Information:**

Client Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Prov: \_\_\_\_\_ Postal/Zipcode: \_\_\_\_\_

Client Phone Number: \_\_\_\_\_

**Please note any food allergies or special dietary concerns your client(s) have that we should be aware of:**

Emergency Contact for client: \_\_\_\_\_ Phone: \_\_\_\_\_

**Winnipeg Hotel:**

Heartland Travel has special rates at the Hampton by Hilton Winnipeg Airport of \$125.00 CAD / night + taxes (GST/PST/HT) for a standard room (1 or 2 beds) (Rate is based on dbl occupancy – for extra ppl in room, please add on \$10 / person extra to the room rate) – Note that the room is held with the client’s credit card and the rate will be charged to their card upon check out

**Do you wish Heartland Travel to book rooms for your clients?**

Yes \_\_\_ No, I will book them at the Hampton myself: \_\_\_ No, I will book them at another hotel: \_\_\_ No hotel needed \_\_\_

If yes, Check in: \_\_\_\_\_ Check out: \_\_\_\_\_ Total Nights: \_\_\_\_\_ Number of rooms: \_\_\_\_\_

Standard room (\$125.00 / night): 1 King Bed: \_\_\_ 2 Queen Beds: \_\_\_ Hhonours #: \_\_\_\_\_  
(We will try to accommodate your client’s choice as best we can – subject to hotel availability)

Credit card number: \_\_\_\_\_ Expiry date: \_\_\_\_\_

Name on card: \_\_\_\_\_

If you are booking your clients at a different hotel in Winnipeg, please indicate the hotel in which your clients will be staying at:

Hotel Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

**Note** – if your clients are **not** staying at the Hampton, they are on their own in getting to / from the Charter Terminal for the tour – if they are staying at the Hampton, Heartland Travel will pick them up and drop them off the day of their tour

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**Insurance:**

We strongly urge all of our tour guests to purchase some sort of Travel Insurance coverage for this trip and this includes your clients. Neither Heartland International Travel & Tours nor their agents or contractors will be held responsible for missed connections, incorrect check in times, improper documentation, weather, lost, stolen or damaged luggage. Any additional expenses caused by late or cancelled transportation carriers will be borne by the traveler.

Please indicate if you require any insurance coverage from Heartland Travel for your clients:

Yes\*  No – My clients have their own coverage for this trip

(\*Available to MB residents only)

If yes, select one option:

Non-medical Inclusive\*  Canada All Inclusive Plan\*  Cancellation and Interruption\*

Date(s) of birth are required for insurance coverage (DD/MM/YEAR) \_\_\_\_\_

I DECLINE ALL INSURANCE COVERAGE FROM HEARTLAND TRAVEL ON BEHALF OF MY CLIENTS as they have their own insurance coverage and I have explained the cancellation policy and procedures to my clients regarding the Churchill Polar Bear Adventure Day Tours

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Payment Schedule:**

**A non-refundable \$500.00 CDN deposit per client is due at the time of booking.**

**Final payment is due August 24, 2018 – we will email you a week or two prior to August 24 as a reminder**

**Forms of payment accepted are: Agency cheque (made payable to Heartland Travel) or agency credit card**

**I will be providing payment to Heartland Travel on behalf of my clients by:**

Agency cheque - made payable to Heartland Travel      OR       Agency credit card (Visa or MasterCard)

Card number: \_\_\_\_\_ Expiry date: \_\_\_\_\_

Name on card: \_\_\_\_\_

Invoices will be provided to you for your records

**All tour guests must sign a waiver form on the third page of this booking form as well as sign underneath on the terms and conditions page. If anyone is under 18 years old, please have the parent/guardian sign on their behalf. If you or your clients have any questions regarding the waiver form, please contact Don at Heartland Travel.**

**\*\*Tour Cancellation policy:**

Cancellations made more than 60 days prior to departure will result in the loss of complete deposit. Cancellations made between 60 days and 30 days from departure date will result in loss of 50% of payment made. Cancellations made between 30 days and the departure date will result in the loss of complete payment made.

\*\*Please note, weather conditions play a major role in northern activities. Heartland International Travel & Tours will endeavor to provide the tour as advertised, although schedules and costs may be subject to change without notice. Delays or changes may at times be necessary. In the event of flight delays, changes in tour or cancellations, expenses will be borne by the traveler. Refunds will not be issued. For those traveling from outside of Canada we suggest the client check Customs Regulations regarding import restrictions prior to beginning their trip. Please make sure your clients are properly covered and insured for this trip in case anything may happen.

**Please make sure all options on this form are filled out accurately and appropriately for your clients. Heartland Travel does not assume responsibility if there is missing information on this form or the form is not filled out properly. If you have any questions regarding this form or the tour, please contact Don or Shannon at Heartland Travel.**

## Terms and Conditions for booking onto the Churchill Polar Bear Adventure Day Tour

**Booking Conditions:** Your vacation is valuable, well earned, and attention made to these booking conditions now may alleviate potential misunderstandings in the future. By booking with us and paying the non-refundable deposit of \$500.00 CAD per person – you acknowledge that you have read, understood, and agree to the booking conditions, schedules, and tour itinerary. Acceptance of your booking will be confirmed to you in a tour confirmation email or letter. If you have any questions regarding these conditions or do not understand them, please let us know as soon as possible.

**Tour Price:** The tour price is listed in CAD dollars and is per person. Passport and Visa fees (where applicable), travel insurance, hotel in Winnipeg pre/post tour, transfers (if not staying at the tour hotel), gratuities, airport taxes and fees (where applicable), baggage charges (if available), extra meals/beverages, alcoholic beverages, medical expenses, and souvenirs are not included in the tour price.

**Cancellation by Heartland Travel:** Heartland Travel strives to put forth the advertised tour. In the circumstance where there is a situation beyond our control, Heartland Travel will not be held responsible if the tour gets cancelled. This includes: war or threat of war, terrorist activity, disease, industrial dispute, riot, civil strife, fire, strikes, natural disasters, industrial or nuclear disaster, and most importantly adverse weather conditions. Travel insurance for this trip is strongly recommended.

**Cancellation by you:** If you wish to cancel your tour booking, notification of cancellation must be made to Heartland Travel in writing and dated. Cancellations made more than 60 days prior to departure will result in the loss of complete deposit. Cancellations made between 60 days and 30 days from departure date will result in loss of 50% of payment made. Cancellations made between 30 days and the departure date will result in the loss of complete payment made. Depending on the reason for the cancellation, these charges may be recoverable under an insurance policy issued to you for this trip. If you do not pay the total booking cost of your tour, your booking may be terminated and you will lose your deposit. Additional Heartland Travel penalties may apply. No refunds may be made if you leave a trip for any reason after the trip has begun. No refunds will be made for any accommodations, transport, sightseeing, meals or services not utilized.

**Booking Amendments:** Amendments to your booking once finalized may incur additional charges. Please make sure you are booking the appropriate tour, date, and provide Heartland Travel with the appropriate information regarding your booking form.

**Changes to your Holiday:** You acknowledge that traveling with Heartland Travel requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation, and/or modes of transport may change even after a tour's commencement without prior notice due to local circumstances. Changes may occur because of bad weather conditions, weather, vehicle breakdowns, and changes in transport schedules or other circumstances beyond Heartland's control. Heartland Travel does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances beyond Heartland's control.

**Authority of the tour leader or locally guided trips:** At all times the decision of the tour leader or representative (where applicable) will be final on all matters likely to affect the safety and well-being of the trip. This includes any decision that the leader makes about your on-going participation in the trip or certain activities that compromise part of the trip. If you fail to comply with a decision made by a leader, or interfere with the well-being of the group, then the leader reserves the right to terminate this contract and order you to leave the tour immediately with no right of refund or other compensation.

**Travel Insurance:** Insurance for this tour is strongly recommended. Your insurance must cover liabilities arising from accidents, injury, illness or death and medical expenses. Your insurance should also cover you for an emergency medical evacuation by helicopter and/or air ambulance where applicable. Heartland Travel also recommends that it cover cancellation and interruption of your trip, loss of luggage, damage to luggage and personal effects. Ask Heartland about insurance quotes which we can only sell insurance packages to residents of Manitoba. All other Canadians living in provinces outside of MB as well as US citizens are required to obtain insurance on their own.

**Health and Fitness:** It is your responsibility to tell Heartland Travel any pre-existing medical conditions regarding your health and fitness. This goes for special meals and diets as we may be able to accommodate your choice.

**Publicity:** Please note photos are taken on this trip where you may be captured in the image. Heartland Travel reserves the right to use these images on their website, social media, or in other promotional material.

**I have read the terms and conditions for booking onto this day tour.**

**Client Names:** \_\_\_\_\_

**Client Signatures:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**WAIVER, RELEASE AND INDEMNITY**

**PLEASE READ THIS FORM CAREFULLY AS IT AFFECTS YOUR RIGHTS AT LAW**

For the purpose of inducing the Tour Provider (as defined below) to take me on the tour that I have purchased from the Tour Provider (the "Tour"), I covenant, acknowledge and agree as follows:

1. I am over 18 years of age, I am capable of freely giving or withholding my consent, and I have freely entered into this waiver, release and indemnity (the "Waiver"). I acknowledge that the Tour is conducted in remote areas, not always on established roadways, and that there are significant risks inherent in the Tour. These risks may include, but are not limited to: (a) mechanical breakdown of the Tour vehicles(s); (b) becoming stranded in remote areas; (c) being subjected to rugged terrain and a very harsh climate; and (d) encounters with wild animals. I further understand and acknowledge that: (e) the behavior of wild animals in their natural habitat cannot be predicted or controlled, nor can weather conditions; (f) although the Tour Provider will try to ensure frequent and high quality viewing of nature and wildlife, this cannot be guaranteed in any way; (g) I may come into contact with wild animals and, if I do, it is possible that I could be injured or killed; and (h) the Tour is conducted in areas where there is no human habitation and a climate that can be extremely dangerous to humans.
2. Having acknowledged an understanding of these risks, I hereby remise, release, quit claim, forever discharge and save harmless the Tour Provider of and from all claims, demands, rights, causes of action, costs and liabilities of every nature and kind whatsoever in law or in equity ("Claims") which may arise during, as a result of or in connection with the Tour and the goods and services provided by or for the Tour Provider. Without limiting the generality of the foregoing, I hereby release the Tour Provider of and from any and all Claims which may now exist or hereafter arise from or by reason of any injury, death, sickness or loss whatsoever suffered by me or from damage to any property (including loss or theft of personal property) suffered by me at any time while I am on the Tour Provider's vehicles or facilities. This Waiver shall apply whether or not any such Claims arise, from an act or omission of the Tour Provider. I agree not to make any claim or take any proceedings against any other person, corporation or other entity who might claim contribution, indemnity or other relief from the Tour Provider.
3. This Waiver shall be binding on myself, my family and any attorney, agent, executor, trustee, representative or assignee of mine. I hereby indemnify and save harmless the Tour Provider for any Claims against the Tour Provider by any member of my family, my employer or by any other person for whom or to whom I am or may be responsible, whether at law or otherwise.
4. The term "Tour Provider" expressly includes all companies and persons affiliated with Heartland International Travel & Tours and Frontiers North Adventures, including, but not limited to, Calm Air International Ltd., 3034998 Nova Scotia Company, 65630 Manitoba Ltd., Tundra Buggy Tours Ltd., Frontiers North Inc., FNI Holdings Corp., Gulden Investments Inc., Bank of Montreal Capital Corporation and their respective officers, directors, shareholders, partners, employees, insurers, agents, representatives, local operators, and all of their respective heirs, executors, administrators, successors, assigns and personal representatives.
5. I agree to follow all rules, guidelines, policies, regulations and recommendations (the "Rules") made by the Tour Provider, and to indemnify the Tour Provider for any costs or losses suffered by it which are caused by or arise in connection with my failure to follow any such Rules of which I have been made aware by the Tour Provider, whether verbally or in writing.
6. I acknowledge that during the Tour, my image, likeness and personality may be captured on photograph, video, sound recording, live action internet transmission and on other media (the "Personal Images"), and that the Tour Provider may wish to use these Personal Images for promotional and other business purposes. I hereby relinquish and forever waive all of my rights relating to the content of the Personal Images and their being captured, reproduced and used (whether or not for profit) on any such media form(s), including any privacy rights or rights to be compensated for the commercial use of the Personal Images that I may have, and further relinquish and waive any copyright, moral rights or any other rights that I may have in the content or use of the Personal Images.
7. **I agree that this Waiver shall be governed by the laws of Manitoba and the federal laws of Canada applicable therein. I hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Manitoba in respect of any matter arising in connection with this Waiver. I acknowledge that I have read this document carefully before signing it, and understand all of the provisions contained in it. I am signing this document freely and without duress, and intend it to be a document signed, sealed and delivered by me under my hand and seal. Where two individuals have signed this Waiver, it is understood that each signatory is severally providing the acknowledgements, agreements, releases, waivers and representations herein contained, such that this Waiver shall be enforceable against each of the signatories hereto.**

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_