

Churchill Polar Bear Adventure Day Tour Booking Form

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

Tour Date choice: **Saturday October 31, 2020** _____

Please print clearly

Contact Information:

Name(s) on Passport: _____

Preferred Name: _____

Address: _____ City: _____

Prov/State: _____ Postal/Zipcode: _____ Email: _____

Phone Number: _____ Cell Phone Number: _____

Emergency Contact Name: _____ Phone: _____

Please note any food allergies or dietary concerns (gluten free/vegetarian/vegan, etc.) we should be aware of:

Winnipeg Hotel:

Heartland Travel has special rates we can book for you 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 will be held with a valid credit card and the rate will be charged upon check out

Do you wish Heartland Travel to book rooms for you at the Hampton?

Yes ____ No ____

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

Standard room (\$125.00 / night): 1 King Bed: ____ 2 Queen Beds: ____ Honours #: _____

(We will try to accommodate your choice as best we can – subject to hotel availability)

If you are staying at a different hotel other than the Hampton please indicate the hotel where you will be staying:

Hotel Name: _____ Phone number: _____

Note – if you are staying at the Hampton, Heartland Travel will pick you up and drop you off the day of the tour - if you have decided not to stay at the Hampton or are staying with friends / family, you are on your own in getting to / from the Charter Terminal for the tour – we will provide you with maps and directions on how to get to the charter terminal in the information package we send out

Insurance:

We strongly urge all of our tour guests to purchase some sort of Travel Insurance coverage for this trip. 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:

____ Yes* ____ No – I have my own coverage for this trip – we will require you to sign a separate waiver form declining coverage (*Available to MB residents only)

If yes, select one option:

____ Canada All Inclusive Plan* ____ Non-Medical Inclusive Plan* ____ Cancellation and Interruption*

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

____ I/We DECLINE ALL INSURANCE COVERAGE FROM HEARTLAND TRAVEL sign below for declining insurance coverage for the trip

Signature: _____ Date: _____

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Payment Information and Schedule:

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

Final payment for the tour is due on / by September 11, 2020

Forms of payment accepted are: Visa or MasterCard, cash, cheque

Credit Card number: _____ Expiry date: _____ SVC _____

Name on card: _____

Signature for credit card charges: _____ Date: _____

Misc. Notes:

-Please note we depart from the Charter Terminal located at 50 Morberg Way and NOT the main airport terminal.

-For the Churchill Day Tours, we produce an information package we email out to all tour guests.
The package will be emailed out at the beginning of October.

-Please make sure all options on this form are filled out accurately and appropriately. 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 Jayde or Don at Heartland Travel.

-All persons travelling on the Day Tours MUST sign the waiver form below. If anyone is travelling with you who are under the age of 18, please sign the waiver form on their behalf and indicate you are doing so.

-If you have declined insurance coverage from Heartland Travel for this trip, we will send you a separate waiver form declining coverage ALL PERSONS MUST fill out and sign stating they are declining coverage from Heartland Travel

-Please read the terms and conditions for booking this tour below.

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.

Print Names: _____

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 _____