

**THE OTHER HOURS INC.**

**RELEASE OF LIABILITY, RESPONSIBILITIES, TERMS & CONDITIONS**

**Please read the following carefully. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS.**

**Receipt of any payment indicates acknowledgment & acceptance of the terms stated below. If you do not understand any portion of this document, consult a lawyer before agreeing to it.**

**1.0 RELEASE OF LIABILITY:**

**In part, it is the purpose of this agreement to exempt, waive and relieve THE OTHER HOURS INC. ("TOH") from liability for personal injury, property damage, and wrongful death, including if caused by negligence. TOH includes, but may not be limited to; TOH executives, members, local associations, event hosts, other participants, volunteers, sponsors, advertisers, equipment manufacturers, transportation and drivers, landowners or caretakers of land where TOH ACTIVITIES take place.**

**1(A)**

**I acknowledge, agree and represent that I realize activities promoted by THE OTHER HOURS INC. may be dangerous. I fully understand that these activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death.**

**1(B)**

**Understand that pre-existing conditions, medical and otherwise, may make THE OTHER HOURS INC. activities inappropriate and exceedingly unsafe for some individuals. I certify that I am fit to engage in TOH activities and possess no such ailments or risk factors including, but not limited to; heart or circulatory ailments, serious respiratory afflictions, epilepsy, or extreme phobias or likewise guarantee the fitness of the minor under my care. IF I AM IN DOUBT AS TO MY FITNESS OR SUITABILITY FOR TOH ACTIVITIES, OR THE FITNESS OR SUITABILITY OF THE MINOR UNDER MY CARE FOR SKIING OR SNOWBOARDING, I WILL CONSULT A PHYSICIAN BEFORE AGREEING/SIGNING THIS DOCUMENT.**

**1(C)**

**REALIZE that risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the TOH ACTIVITIES, the conditions in which the TOH ACTIVITIES take place, or THE NEGLIGENCE OF TOH. There may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor under my care in TOH ACTIVITIES. Realize that the cost of the trip is NON-REFUNDABLE for any reason whatsoever.**

**1(D)**

**HEREBY RELEASE FROM ALL LIABILITY, discharge, and promise not to sue THE OTHER HOURS INC., nor make demands or claims for losses, or seek restitution FOR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF TOH or otherwise, including negligent rescue operations and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against TOH, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS TOH from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.**

## **2.0 RESPONSIBILITY, TERMS & CONDITIONS:**

**Booking a trip (the “trip”) with THE OTHER HOURS INC. (“TOH”) involves the entering into of an agreement between the signor of this Reservation Form (hereinafter, the “Traveler”) and an independent traveling tour operator (the “Operator”). TOH acts only as an agent to the Traveler and, as such, the responsibility of TOH and/or its agents are limited to that of an agent in law. As agent, TOH assumes no liability for injury, damage, loss accident delay or irregularity arising out of any Trip arrangements which may be altered and/or cancelled by the Operator. TOH cannot and will not assume responsibility or liability for any claim, loss or delay, disappointment, distress or frustration whether physical or mental resulting from any act or omission by TOH, their employees, or any person collaborating with them. All services, including but not limited to transportation, lodging, activities, and events, are furnished by the Operator with such Operator acting on its own behalf and not on behalf of TOH. TOH endeavors to choose the most reputable Operators, but maintains no control over the personnel equipment, operations or goods of the said Operator and therefore cannot be held responsible for any act or omissions on the Operator’s behalf. All travel services are subject to conditions supposed by the Operator and their liability may be limited. On this basis, TOH encourages each Traveler to verify such conditions directly with the Operator. It is imperative that each Traveler understands all the terms and conditions imposed by the Operator prior to making any travel commitments. On behalf of the Operator, TOH reserves the right to decline any Traveler as members of any Trip at any time. The Traveler agrees to comply with any reasonable instructions issued by TOH relating to the Trip in which the Traveler has enrolled. TOH reserves the right to cancel or alter any travel services herein presented at its sole discretion. In the event that an acceptable alternative Trip cannot be found TOH agrees to refund all monies paid to TOH. TOH will not be held responsible for Trip cancellations and delays both wholly and partially as a result of adverse weather conditions, political unrest and/or acts of god. TOH encourages all Travelers to purchase travel insurance to protect themselves from such risk. By booking a Trip with TOH, the Traveler hereby represents that they are not a minor, are at least the age of majority and have the legal capacity to use this website and to create binding legal obligations for any liability that the Traveler may incur.**

## **2.1 ADMISSIBILITY INTO FOREIGN COUNTRIES:**

## **2.1(A) - DOCUMENTATION**

It is the Traveler's responsibility to determine which documents are required for travel outside their country of origin. In the event that the Traveler does not obtain the required documents, the Traveler will be denied boarding by the carrier or refused entry into the country of destination. Entry to a country of destination may be refused even if the required information and travel documents are complete. No refunds will be made should boarding or entry be denied because of insufficient or lost documents. In such an event, all costs associated with the denial of entry into a country of destination, or the return to the original departure point, shall be borne by the Traveler. Travelers traveling outside their country of origin who are under 18 years of age may require a notarized letter of permission to travel. It is the responsibility of the Traveler to determine the Traveler's home country travel requirements in this regard. TOH assumes no responsibility or liability for any claims, loss or delay, disappointment, distress or frustration whether physical or mental resulting from such denial or refusal into any country of destination.

## **2.1(B) - ADMISSIBILITY**

Please note that visitors can be refused admission into a country of destination for reasons not limited to the following: (i) the Traveler is considered a threat with respect to human rights violations, (ii) the Traveler possesses a criminal record (or has performed acts that are considered criminal in the home and/or country of destination), (iii) the Traveler possesses health and/or financial concerns to the country of destination, (iv) the Traveler has misrepresented their identity or their fitness for travel to the country of destination, (v) the Traveler has failed to comply with travel requirements of the country of destination, and (vi) the Traveler is connected to or related to individuals who are deemed inadmissible to the country of destination. TOH strongly encourages that each Traveler visit the government website of the country of destination to ensure that the Traveler satisfies all of the admission requirements. TOH assumes no responsibility or liability for any claims, loss or delay, disappointment, distress or frustration whether physical or mental resulting from the denial or refusal of entry into any country of destination.

## **2.2 TRAVEL NOTICE:**

Travelers should be aware that different standards, practices and conditions with respect to living, the provision of utilities, services and accommodations might exist in a country of destination. TOH assumes no responsibility or liability for any claims, loss or delay, disappointment, distress or frustration whether physical or mental resulting from the failure of the Traveler to obey such standards or practices.

## **2.3 RESERVATIONS AND PAYMENTS:**

All travel reservations are to be made in groups (a cabin, unit, suite or room). One member of each group (the "Group Leader") will be responsible for completing the travel reservation on behalf of the Group. The Group Leader's initial payment will be used as the non-refundable deposit. The remaining individuals that are assigned to the Group as set out in the bookings page titled "Group Information" are responsible to pay their

portion of the trip within the time allotted, which is specified in the Group Invitation email. TOH and/or the Operator maintains the right to cancel reservations made by any Group that are not paid for in full by the Payment Deadline.

Please note that some lodges/hotels require a larger deposit during peak or holiday times. No lodging will be booked or confirmed without receipt of deposit. Upon receipt of a deposit, a confirmation of receipt and the applicable Payment Deadline will be sent to the Group. TOH cannot guarantee any reservations that are not paid by the Payment Deadline. Where a Payment Deadline has passed, TOH may be required to release rooms back to the supplier of lodging or hotels. In these instances, TOH will make every effort to reacquire lodging/hotel space. Should lodging space not be available, TOH will make every effort to locate comparable lodging at the same or an alternate facility. Despite all efforts, TOH shall not be responsible in the event lodging/hotel space cannot be acquired. The Group shall be required to pay any late booking fees and/or other expenses incurred by TOH in this process.

#### **2.4 LATE PAYMENT FEES:**

Any payments received past the applicable Payment Deadline will incur a late payment / administration fee. Charges are as follows:

- - 30 or more days prior to the Trip departure date: \$15.00
- - Within 30 days of the Trip departure date: \$25.00

#### **2.5 CANCELLATION POLICY**

All cancellations must be received by TOH in writing. Travel Insurance, once purchased, is non-refundable.

For Trips not containing a flight portion, the penalties are as follows:

- - 60 days or more prior to Trip departure: 50% of total Trip cost
- - 60 days or more prior to Trip departure with replacement person = 100% refund of total Trip cost less \$25.00 administration fee
- - 59 days or less of Trip departure = 100% of total Trip cost
- - 59 days or less of Trip departure with replacement person = 100% refund of total Trip cost less \$25.00 administration fee

For Trips containing a flight portion, the penalties are as follows:

- - 90 days or more prior to Trip departure = 50% of total Trip cost
- - 89 days or less of Trip departure = 100% of total Trip cost

- - Name changes are not permitted for Trips containing a flight portion.

## **2.6 CANCELLATION OF SERVICES POLICY:**

For Trips not containing a flight portion, the penalties are as follows:

- - 60 days or more prior to Trip departure: 100% refund of options (not including Travel Insurance)
- - 59 days or less of Trip departure = 100% of total transportation, accommodations, lift tickets, services and/or other portions of a Trip

For Trips containing a flight portion, the penalties are as follows:

- - 90 days or more prior to Trip departure = 100% refund of options (not including Travel Insurance)
- - 89 days or less of Trip departure = 100% of total transportation, accommodations, lift tickets, services and/or other portions of a Trip
- - Name changes are not permitted for Trips containing a flight portion.

## **2.7 NO REFUNDS FOR UNUSED SERVICES:**

Refunds or allowances will not be made for transportation, accommodations, lift tickets, services and/or other portions of a Trip that are unused on or after the trip departure date.

## **2.8 PRICES:**

Pricing for all Trips advertised by TOH are based upon fixed costs at the time of TOH's printing of all marketing and advertising materials. These costs are dependent on fuel costs, rates of exchange and other factors. Should these costs increase, TOH reserves the right to increase the price of the Trip to be paid by the Traveler. The Traveler will maintain the right to cancel the Trip and obtain a full refund in the event that the total price of the Trip is increased and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is greater than 7 percent of the Trip's original cost. Every effort will be made to advise the Traveler of any price increase at least 15 days prior to the Trip departure date. Generally, advertised prices are based on maximum occupancy in the lowest room category.

## **2.9 ROOM OCCUPANCY POLICY:**

It is the responsibility of each Traveler/Group to fulfill all specified room occupancy requirements. TOH shall not be responsible for matching Travelers and/or Groups to satisfy such requirements. In the event that a cancellation by one or more Travelers results in a change to both the occupancy type and corresponding Group rate for the remaining Travelers, such additional surcharge (the "Surcharge") shall be borne by and be the sole responsibility of the remaining Travelers in the Group. All Surcharges vary in accordance with the type of Trip to be booked. TOH assumes no responsibility or liability

for any such Surcharge. The exact occupancy and related charges is specified on each Trip description page and in the online booking steps for each Trip.

#### **2.10 USE OF ILLEGAL DRUGS AND CONSUMPTION OF ALCOHOLIC BEVERAGES:**

The use of illegal drugs by the Traveler on any Trip is strictly prohibited. TOH reserves the right to remove the Traveler from the Trip in the event that the Traveler is in contravention of this policy. All costs associated with the removal of the Traveler from the Trip shall be borne by the Traveler. TOH assumes no responsibility or liability for any claims, loss or delay, disappointment, distress or frustration whether physical or mental resulting from the removal of the Traveler. The consumption of alcoholic beverages on the Trip is done at the Traveler's own risk. The Traveler is aware of the possible risks, dangers and hazards associated with the consumption of alcohol. TOH assumes no responsibility or liability for bodily injury (broken bones and soft tissue damage), including dental damages from falling down, being knocked down or being involved in a physical confrontation whether caused by the Traveler or another person, intoxication and/or alcohol poisoning resulting from the consumption of alcohol whether consumed voluntarily or through coercion.

#### **2.11 INSURANCE**

Travelers are strongly advised to purchase travel cancellation and out of country health insurance. Optional cancellation, accident, health and baggage insurance are available to protect Trip participants from unforeseen circumstances. Upon request, TOH will provide further information and rates applicable to such insurance policies. Insurance must be purchased no later than 30 days prior to the Trip departure date or as otherwise may be required by the applicable insurance provider.

#### **2.12 LODGING SECURITY DEPOSIT**

A security deposit may be required by lodging/hotel properties upon check-in. The amount of deposit varies per Trip and will depend upon the type of unit reserved and the number of Travelers occupying it. The deposit information for your Trip will be emailed to you along with your Trip order summary after booking. The most common security deposits are an authorization of \$500 on a credit card with an accompanying check-in form, or \$100.00 in cash or pre-paid with the Traveler's booking per Traveler per room. This deposit is held to ensure that the rules and regulations of the said lodging/hotel property are adhered to. Failure to provide a deposit will result in refusal of stay by the property owners. TOH shall not be held responsible and/or liable for the loss of any lodge/hotel room resulting from any Traveler's refusal to pay the security deposit.

#### **2.13 CHANGES IN ACCOMMODATION:**

Every effort will be made to ensure that the all accommodations included in the prices of the Trip will be provided for as advertised. TOH reserves the right to substitute accommodations for equal or better accommodations at any time. Since TOH does not control the management of hotels and resorts, TOH cannot be responsible in the event that some of the services described cease to be available or are not provided for as

advertised.

**2.14 CONSTRUCTION OR RENOVATION:**

Each Traveler acknowledges that the lodging/hotel property or other accommodations selected and confirmed by TOH for the Trip may be undergoing construction and/or renovations at the time of the Traveler's visit. TOH shall not be held responsible for any travel disruptions and/or inconveniences that may arise as a result of any ongoing construction and/or renovations. The Traveler agrees that he/she shall not be entitled to any refund or discount due to any such condition.

**2.15 PRIVACY POLICY:**

TOH respects the privacy of all Travelers. TOH collects the personal information of its Travelers only to the extent necessary to provide the services related to that specific Traveler and that Traveler's specific Trip. TOH must collect each Traveler's name and email address. The purpose of collecting such information is to notify Trip participants of important Trip details and announcements. TOH may disclose its Travelers' contact information to other student promotional companies that may or may not be involved with TOH. Any pictures, video or promotional footage (the "Materials") taken by TOH or other parties working with TOH (which may include the Traveler) during the Trip will be the sole property of TOH and can be used or disclosed as TOH may direct. The Traveler consents to the use and disclosure of such Materials for future promotional purposes. The Traveler further consents to the use and disclosure of any of the personal information collected by TOH regarding the Traveler (except for payment information) to enable TOH or any of its promotional partners to inform the Traveler of any upcoming events and/or promotions.

**2.17 GOVERNING LAWS:**

This contract shall be interpreted in accordance with the laws of the Province of Ontario, Canada without regard to its law of conflict and provisions. The Traveler hereby consents and submits to the exclusive jurisdiction of the provincial and federal courts located in the city of Halifax, the province of Ontario, Canada in all questions and controversies arising out of the contract. Any oral or written assurances or statements that differ from the terms of these conditions not expressly approved in writing by TOH are not the responsibility of the TOH. The conditions contained herein constitute the entire contract between TOH and the Traveler.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING** it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. **MY INTENT BY SIGNING BELOW IS TO EXEMPT, WAIVE AND RELIEVE THE OTHER HOURS INC. (“TOH”) FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH, INCLUDING IF CAUSED BY NEGLIGENCE AS SPECIFIED IN THE ABOVE AGREEMENT.**

Printed Name of Participant: \_\_\_\_\_

Participant's Signature (only if age 18 or over):

\_\_\_\_\_

Witness Signature (only if age 18 or over):

\_\_\_\_\_

I am the PARENT OR LEGAL GUARDIAN of the minor who will be partaking in **TOH** ACTIVITIES. **I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS** on behalf of the minor under my care.

Printed Name of Parent or Legal Guardian: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_