

## YOUR AGREEMENT WITH NEWWEST TRAVEL LTD (“NEWWEST TRAVEL AND CRUISES”)

Before we make or finalize arrangements for your trip, we require that you sign below. Your signature will signify your agreement with the following terms and conditions:

1. **Health and Other Hazards:** You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. We assume no responsibility for and shall not be liable for unsafe conditions or health hazards including pandemics or other illnesses. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers as well as medical and health information, we recommend going to the Government of Canada travel website at <https://travel.gc.ca/>, click on “Travel Advice and Advisories” then choose your destination from the drop down list.
2. **Rules of Travel Suppliers and Governments:** We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to IATA’s website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. For the latest travel supplier requirements, check the supplier’s home page.
3. **Financial Condition of Travel Suppliers:** We are not responsible for the acts or omissions of travel suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the suppliers, and we have no liability for recommending a trip credit in lieu of a refund.
4. **Rebooking:** If requested, we will assist with obtaining any refunds due or rebooking trips using future credits, but we will charge a nonrefundable fee for such services.
5. **Insurance:** For your protection, we strongly recommend that you purchase a comprehensive travel insurance package including but not limited to trip cancellation/trip interruption insurance and out of country medical insurance. Please note that, unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.
6. **RELEASE:** YOU HEREBY EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS COVERED IN PARAGRAPHS 1-3 ABOVE, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.
7. **Claims Deadline and Exclusive Jurisdiction:** You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in Edmonton, Alberta will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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