

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

Your signature will signify your agreement with the following terms and conditions:

1. **Agent for Suppliers:** Newwest Travel LTD. (“Newwest Travel and Cruises”) acts as a sales agent for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation (“Suppliers”). We are not responsible for the acts or omissions of the 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 no liability for recommending a trip credit in lieu of a refund.
2. **Risks of Travel and Release:** We assume no responsibility for and shall not be liable for the acts or omissions of any party not under our control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illnesses, weather hazards, or the suitability for a disabled person of any portion of any trip. 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. 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.

YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, 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.

3. **Foreign Entry Rules:** You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require your passport to be valid for six months or more after your date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents’ consent for minors to travel.
4. **Fees and Price Drops:** You agree to pay the travel planning, change, and any other fees set forth by Newwest Travel LTD. All of our fees are nonrefundable. If a Supplier drops the price of a trip after booking, we will try to assist you with rebooking if the Supplier allows it, and a fee may apply. We do not guarantee any refunds or successful rebooking.
5. **Price Increases:** Travel arrangements involving airline and cruise components are subject to Suppliers’ supplemental price increases that may be imposed by the supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.
6. **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.
7. **Credit Card Merchant:** We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights according to Consumer protection legislation in Canada if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to initiate a chargeback against us.

8. **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.

EVERY FAMILY OR PARTY MEMBER 18 AND OVER MUST SIGN.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____