



TERMS & CONDITIONS

LIABILITY : TCBTT- Marianatha Tours is a travel agency and has made the advertised holiday arrangements with the airline/s/, hotel/s/, cruise ship/s/, other operator/s/ and other. Each of these organizations has its own specific terms and conditions for doing business and you will be bound by them. TCBTT- Marianatha Tours accepts no responsibility for /A/ the acts or omissions of any party/ies/ other than TCBTT- Marianatha Tours employees./B/ failure by the passenger to be properly documented; /C/ failure by the passenger to comply with departure or joining or baggage requirements; /D/ aircraft delays, government actions, act/s/ of God or any factor beyond our direct control; /E/ cancellation or delay to any tour or holiday or change to the itinerary; /F/ expenses resulting from lost or damaged baggage. TCBTT- Marianatha Tours reserves the right to refuse any person as a member of these tours at its sole discretion. TCBTT- Marianatha Tours reserves the right to cancel any or all departure/s/ with or without prior notice. If a tour is canceled beyond the control of our agency's control, we will follow the supplier's terms and conditions associated with the trip. A refund may be provided by the suppliers (not always guaranteed) or a future travel credit to be used 6 months to 1 year from the date of issuance for the value of all funds paid by the passenger less non-refundable travel supplier prepaid deposits, travel supplier change fees, nonrefundable travel protection premiums, and a \$250 CAD/ USD administration fee. If a passenger is canceling on their own accord, the cancellation terms stated in this brochure apply. Make sure you purchase travel medical & trip cancellation insurance.

ABILITY TO TRAVEL STATEMENT:

Passengers registering for the tour accept the responsibility for being in good health and able to walk and travel on the tour. Because many of the sites are not accessible to the physically challenged, those needing oxygen, wheelchairs, or other ambulatory assistance will find the tour extremely limiting to their experiences. TCBTT- Marianatha Tours reserves the right to refuse or revoke travel to anyone who is, in our sole judgment, incapable of group travel without causing undue demands upon the staff or other tour participants. Accessible rooms/cabins are limited and subject to confirmation after receiving the passenger's written request.

ITINERARY CHANGES:

Every effort has been made to ensure the accuracy of this brochure. While the tour operator will make every effort to ensure you will see all sites listed in this brochure, the availability of sites, order of sites and/or days and number of days may be altered to accommodate changes in airline, hotel schedules, and local conditions. No changes to the itinerary are effective unless approved in writing and signed by an authorized officer of the tour operator. Except as stated herein, no other person is authorized to cancel, modify or vary the tour arrangements or to make any representation of warranty concerning the tour. Due to airline schedules, some participants may receive one or two extra leisure days at a nominal per day charge and some extensions may not be available on all departure dates. If itinerary changes necessitate extra overnights, there will be extra charge for accommodation and stay.

RELEASE INFORMATION: Payment of the deposit indicates passenger's permission to record the registrant's participation and appearance on videotape, audiotape, film, photograph, or any other medium and to use the registrant's name, likeness, voice, comments, submitted documentation, written papers, and/or biographical material without restrictions or limitation for any advertising, marketing, publicity, educational or promotional purpose which we deem appropriate unless the registrant or guardian otherwise notifies us in writing prior to departure.

Rates and Payments:

A minimum number of travelers is required to confirm the group at this price. If the minimum is not met, the group may be subject to cancellation or a price adjustment.

Rates are based on supplier pricing and currency exchange at the time of quote. Prices are subject to change prior to final payment due to currency fluctuations (exceeding 5%), fuel surcharges (for air-inclusive packages), government-imposed taxes or fees, or other unforeseen circumstances beyond our control.

In the event of such changes, participants will be notified and invoiced accordingly. By submitting your deposit, you agree to these pricing terms and all conditions outlined in our Terms and Conditions.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY CLAIMS

PREAMBLE

This trip is an exceptional opportunity, but it is not without certain risks, dangers, hazards and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss, delay or inconvenience, and this Trip's cancellation or curtailment. All persons taking part in this Trip are required to accept these and other risks as a condition of their participation in this program. The Statement of Risks set forth below is intended to enable participants to better understand and accept the various risks involved in this Trip.

ASSUMPTION OF RISK

- 1) I am aware that there are inherent risks, dangers and hazards to which I may be exposed while participating on this Trip or to this location, including but not limited to the following:
 - a) theft, vandalism or loss of personal property;
 - b) motor vehicle or traffic accidents and a poor road and transportation system;
 - c) diseases not common in Canada;
 - d) exposure to wildlife;
 - e) different environmental and weather conditions than those in Canada;
 - f) the laws of this Location may be significantly different from those in Canada;
 - g) the medical facilities in this Location may well be of a lower standard than what might be expected in Canada;
 - h) hazards resulting from political unrest, military and/or terrorist activity, previous or present; and,
 - i) cancellation of this Trip or curtailment or cancellation of individual activities due to weather, flooding, illness, political disturbances, terrorism, motor vehicle accidents, transportation problems, failure to perform on the part of local travel guides or airline companies, problems relating to customs, immigration or visa requirements, or other circumstances either within or beyond the control of Marianatha Tours/ TCB Travel and Tours and its local partners.
- 2) I am aware that there are further risks mentioned in the most current Canadian Department of Foreign Affairs and International Trade Travel Report which I read as a condition of my participation in this Trip.
- 3) I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Marianatha Tours/ TCB Travel and Tours and its local partners allowing my participation in this Trip, I agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Marianatha Tours/ TCB Travel and Tours and its local partners, employees, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
- 2) TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I might suffer, or that my next of kin may suffer as a result of my participation in this Trip due to any cause whatsoever, INCLUDING BREACH OF CONTRACT, OR TORTIOUS ACTS OR OMISSIONS (including NEGLIGENCE) ON THE PART OF THE RELEASEES;
- 3) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in this Trip;
- 4) I understand that it is my responsibility to learn as much as possible about the risks of this Trip and weigh those risks against the advantages, and to decide whether or not to participate;
- 5) I have read and understood the most current Travel Report for this location that has been issued by the Canadian Department of Foreign Affairs and International Trade;
- 6) This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Traveler's Name & Signature

***All travelers should sign this form and submit the registration form to complete their reservation.**