



## **TERMS AND CONDITIONS**

### **1. PRICES TERMS & PAYMENT**

Spynstours Ltd. (a British Columbia, Canada corporation) its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents and assigns ('Spyns') guarantee that our trip prices will not change. For those traveling alone, we charge a single supplement to ensure that they have private rooms. Our prices are in U.S. dollars and Canada's 7% Goods & Services Tax (GST) applies on trips; approximately 1/2 of the GST is refundable to nonresidents.

To reserve your trip, we require a deposit of US\$350 per person. The balance of your payment is due 60 days prior to departure. To complete your registration, you must complete, sign, and return a Spyns Information Form and sign this acknowledgement of risk, release, and indemnity agreement.

### **2. ELIGIBILITY**


We require that all participants be at least 18 years of age and have travel insurance.

### **3. CANCELLATION**

You may cancel a trip at any time up until 30 days before the trip's start date. Spyns will refund your payments minus any charges incurred for the cancellation. If cancelled less than 30 days before the trip, your payments are non-refundable. Spyns reserves the right to cancel any trip at any time for any reason if there are too few participants, or if the trip quality or safety are in question. This includes reasons such as weather, terrorism, civil unrest, and personal or medical emergencies. In the case of such cancellation, a refund shall constitute full settlement. Spyns cannot assume responsibility for any client losses incurred on account of non-refundable air tickets.

### **4. CANCELLATION INSURANCE**

We strongly recommend you purchase trip cancellation and air travel insurance. You are

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solely responsible for purchasing such insurance and for ensuring that such plans are applicable to our tours.

### **5. TRAVEL DOCUMENTS AND PASSPORT**

The visa and passport requirements of countries where we travel may vary by nationality and change for reasons beyond our control. It is the responsibility of each traveler to verify that they have the appropriate travel documents. Spyns cannot be held liable for any expenses or costs arising from failure to gain entry into a country.

### **6. HEALTH**

By sending a deposit toward your trip purchase and returning your Spyns Information Form, you certify that you do not have any physical condition or disability that would create a hazard for you or for other travelers and that you have received all appropriate vaccinations and inoculations. Spyns strongly recommends that you consult with a qualified doctor and undertake a full physical before taking one of our trips.

### **7. RISKS, LIMITATION OF LIABILITY, RELEASE AND INDEMNITY**

By signing this release form and providing a deposit, I hereby acknowledge that Spyns tours involve physically demanding activity and that there is the risk of serious personal injury, including permanent disability and death from accidents, illness or the actions and negligence of other persons. I understand that medical facilities and services may not be easily accessible. I further acknowledge and assume all other risks including but not limited to theft, loss of or damage to property and that some services provided such as lodging, transportation, food service, and local tours and activities are obtained from independent suppliers over whom Spyns has no control. I agree to release and save harmless Spyns and release them from all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the tour –



including, without limitation, permanent disability and death; any emotional distress; any loss of services, financial support, aid, consortium or companionship; and any damage to or loss of property – in each case even if caused in whole or in part by the conduct, including the negligence, of Spyns, except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of Spyns or its employees. I acknowledge that the cost of all Spyns tours is based upon participants executing this agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby release and discharge forever Spyns from and against any and all liability arising from my participation in the trip. I agree that this release shall be legally binding upon me personally, and legally binding upon all members of my family, heirs, successors, assigns, and legal representatives. I agree to indemnify and save harmless Spyns in respect of any claims arising in connection with its tours.

#### PHOTOS

Please check one of the following:

I authorize Spyns to use any photographs or films of me for promotional and/or commercial purposes and hereby assign to Spyns or its representatives all right, title, and interest that I may have in or to any such media in which my name or likeness may be used.

Please refrain from using any photographs or films of me for promotional and/or commercial purposes.

#### MISCELLANEOUS

I have carefully read and fully understand the contents and legal ramifications of this agreement including but not limited to the cancellation and refund policies. I further understand that this is a legally binding and enforceable agreement and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.  
Day Month

\_\_\_\_\_  
Signature

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

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