

BREAKAWAY TOURS

TRAVELLER GUIDELINES

The Breakaway Tours Traveller Guidelines, Terms & Conditions, and Waiver & Release Agreement needs to be signed and handed in to your Breakaway Tours leader prior to boarding your bus.



TRAVEL WITH FRIENDS

Whether it's getting closer with your own crew, or meeting tons of others from around North America.



EXPLORE MORE

Step out of your comfort zone. Explore your surroundings, be adventurous and get involved in all our Breakaway Tours activities and exclusive events.



TAKE RESPONSIBILITY

Woohoo, freedom and independence! This trip is going to be unreal, however you need to take responsibility for your own actions. Act like a mature adult and we're all good!



RESPECT

Treat all Breakaway leaders, other guests, locals, and anyone you meet on your trip with respect. All good vibes, all the time.

HOW TO STAY SAFE

Our #1 priority is safety. Please be aware of our guidelines that are in place to keep you and your group safe. Some are actual laws, but most are just common sense.

- ✓ Fighting and violence is not tolerated. Anyone involved in a fight or altercation may be immediately removed from the trip at own cost.
- ✓ Possession of illegal drugs is prohibited. Authorities may be contacted and will result in immediate removal from program at own cost.
- ✓ Responsible consumption of alcohol is allowed only for individuals 18 years and over.
- ✓ There is a strict no alcohol policy in all common areas of the hotel and on-board any bus.
- ✓ Only Breakaway travellers who are registered at your hotel are allowed in your room.
- ✓ Travellers will be required to wear their Breakaway Tours wristband at all times during the trip.
- ✓ No person shall impede the enjoyment or safety of others. Intimidation, including verbal, physical, or sexual harassment of any kind will not be tolerated.
- ✓ We believe in yes means yes, and only yes means yes. No person shall engage in nonconsensual sexual activity. Any form of sexual violence will not be tolerated.
- ✓ Bags and travellers will be searched by security personnel. Any illegal substances will be confiscated and discarded. Local authorities may be contacted.
- ✓ Respect all bus, hotel, excursion, venue, and Breakaway property.
- ✓ Quiet hours between 10pm and 7am must be observed in all public areas of the hotel.
- ✓ Zero noise starts at 1am — All travellers must be in a room at this time.
- ✓ Smoking is only permitted in designated areas. No smoking in rooms or buses.
- ✓ Sign-in daily — This lets us know you are safe, and gives you a chance to ask us questions about the trip.

If the Breakaway Tours Traveller Guidelines are broken, the traveller may receive a warning with conditions, a phone call home to parents, or could be dismissed from the program at parents/guardians expense.

Every traveller must sign the Breakaway Tours Traveller Guidelines, Terms & Conditions, and Waiver & Release Agreement agreeing to the trip guidelines. The instructions given by the Destination Team are for the safety of the travellers and must be obeyed at all times. Neither Breakaway Tours nor its employees are responsible for travellers, or their actions, while travelling. Travellers should be aware that there may be different rules of law and/or living standards and conditions outside of their home province or state and Canada or the United States and should conduct themselves accordingly. Breakaway Tours shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

I have read and agree to the Breakaway Tours Traveller Guidelines

Traveller Name (Please Print)

Traveller Signature

Date of Birth

Date

Note: You must also have a parent/guardian signature

I have read and agree to the Breakaway Tours Traveller Guidelines

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Date

The Breakaway Tours Traveller Guidelines, Terms & Conditions, and Waiver & Release Agreement needs to be signed and handed in to your Breakaway Tours leader prior to boarding your bus.

I understand that I have booked with 2417988 Ontario Inc., carrying on business as Breakaway Tours ["Breakaway Tours"], a corporation operating in accordance with the Ontario Travel Industry Act, licensed in the Province of Ontario [Travel Industry Council of Ontario Registration Number: 50021560]. Breakaway Tours makes arrangements with suppliers who provide travel services such as air travel, cruises, hotels, buses, sightseeing, car rental or other activities included in, or offered in addition to, a tour package. Breakaway Tours does not control, operate, own or manage any vehicle, hotel, resort, cruise ship, restaurant or other supplier of services.

PRICE, TAXES & FEES

I understand prices are per person in either Canadian or US Dollars unless otherwise stated and are subject to availability at the time of booking. Pricing is based on the occupancy chosen; should your occupancy change for any reason you are responsible for paying any difference in price. A non-refundable travel counselling fee may be included in the package price. This contract permits price increases. The prices advertised are based on the costs of the suppliers at the time of booking. These costs are dependent on fuel costs, rate of exchange and other factors and the price may increase due to a change in these fixed costs. If the price increase is greater than 7%, unless the increase is a result of an increase in retail sales tax or federal goods and services tax, the passenger has the right to cancel and obtain a full refund.

BILLING & PAYMENTS

I understand as a Breakaway Tours passenger and parent/guardian, you agree to provide Breakaway Tours with complete and accurate billing information at the time your account is created and to update this information within 15 days of any change. Such billing information includes but is not limited to your legal name, mailing address, and telephone number(s) and any applicable e-mail addresses. Providing false billing information shall be cause for immediate and permanent termination of your reservation.

PAYMENT DUE DATES

All of our trips are broken into easy-to-pay monthly installments with the balance payment due approximately 60 days prior to the departure date. Payment dates are displayed during the online booking process. Registered passengers can find their specific payment schedule under the Payment Info tab of your My Profile. All monthly payments are mandatory, failure to make a payment may result in you losing your place on the trip and/or your early booking price. Late payments may also be subject to a late fee. You need to make all payments according to the payment schedule in order to ensure your space on the trip.

PAYMENT FOR SERVICES RECEIVED

You agree to pay for all of the services you receive.

DATA PRIVACY POLICY

Breakaway Tours agrees not to use cardholder names, account numbers or other credit card transaction information embossed, encoded, or appearing in any other manner on a card for any purpose other than for the sole purpose of assisting Breakaway Tours in completing the transaction, or as specifically required by law. Breakaway Tours also agrees not to disclose this information to any third party other than the financial institution or its designated agent.

PAYMENT METHODS

Visa Debit and Credit Card: If the payment method is Visa debit or credit card, the customer may obtain a copy of the invoice upon request via email and it will be sent to the address listed on the email account. A copy of this invoice will also be sent to any email address on file, following any previous payment made. Breakaway Tours' system will automatically charge your credit card or visa debit card for the payment to pay each installment as they come due if there is

an active card on the account. If for any reason your credit card company or bank refuses to make payment of the amount billed to your credit card, your account will be placed in a delinquent status, which may, at Breakaway Tours' sole discretion, include immediate termination of your reservation. It is your responsibility to contact Breakaway Tours with updated information and payment arrangements if you cancel the applicable credit card or Visa debit card if your card details change. Interac: If the payment method is Interac you must log-on to your online banking and make payment prior to the payment due date. If you miss a payment date it is your responsibility to contact Breakaway Tours and advise of the situation. Breakaway Tours reserves the right to cancel the reservation if a payment is not made. You are responsible for payment for the Services regardless of if you receive an invoice. Cash is not an acceptable form of payment and will not be accepted.

DELINQUENT OR NON PAYMENT

Breakaway Tours reserves the right to cancel and remove an account, without notice, those that have been placed on delinquent status and all payments made will be non-refundable. Breakaway Tours reserves the right to charge a \$75 fee to reinstate cancelled reservations. Reinstated delinquent accounts may no longer be entitled to the Early Booking Bonus received at the time of the initial booking.

CANCELLATION OF SERVICES

All cancellation requests must be given in writing to info@breakawaytours.com. Cancellations will be effective as of the date received. All monies received to the date of cancellation including insurance purchased, and any add-ons purchased, are non-transferable and non-refundable.

CHANGE OF NAME

A name change is possible subject to approval by our suppliers. To request a name change your account must be current and up to date. You cannot name change with an existing passenger, or anyone who was previously registered on your tour. There is no fee charged by Breakaway Tours for a name change, however our suppliers may in certain cases charge a fee. Within 30 days of departure name change requests are not accepted.

SUPPLIERS

Breakaway Tours packages together services from tour operators and other suppliers of service [travel agencies, destination management companies, airlines, hotels, coach companies, ground operators, event planners and others] which, together, form the tour package you purchase, these are independent parties over which we exercise no direct control. Breakaway Tours shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to you or your traveling companions or group members, resulting from the acts, omissions or negligence of any of these independent parties.

TOUR PACKAGES

Tour Packages include the following [unless otherwise stated]: Return Travel by Highway Coach, Hotel Accommodation [number of nights and inclusions as stated], Assistance at Destination. Departures generally occur between Thursday to Monday of the selected week, but can leave as early as Wednesday on the selected travel week or as late as the following Tuesday.

Breakaway Tours reserves the right to withhold or change exact travel dates until the entire group has paid in full and/or it is within 60 days of the travel week selected. Breakaway Tours and suppliers reserve the right to cancel a tour or modify the travel service you have purchased by changing the destination, substituting services, varying the itinerary, changing the aircraft, hotel or otherwise up to the departure. In this case a comparable or superior product will be offered. Suppliers may have the right to substitute

other suppliers in their place with or without notice to Breakaway Tours and/or passengers.

Breakaway Tours does not assume responsibility for any claims whatsoever resulting from such substitution. Breakaway Tours reserves the right to change or postpone dates, destination, tour package and/or itinerary whenever, in its judgement, conditions warrant or it is deemed necessary for the convenience, comfort or safety of the tour.

BUS TOUR PACKAGES

Unless otherwise stated bus tour packages include: Round Trip Motor Coach Transportation, Hotel Accommodation [number of nights as stated], Daily Schedule of Events & Activities, Additional Inclusions if applicable [as stated], Hotel Security and Staff on-site. Breakaway Tours and suppliers reserve the right to cancel a tour or modify the travel service you have purchased by substituting services, varying the itinerary, changing the type of transportation, hotel or otherwise up to the departure. In this case a comparable or superior product will be offered. Suppliers may have the right to substitute other suppliers in their place with or without notice to Breakaway Tours and/or passengers. Breakaway Tours will make every effort to accommodate passengers should a service be substituted, however, Breakaway Tours does not assume responsibility for any claims whatsoever resulting from such substitution. Breakaway Tours reserves the right to change the tour package and/or itinerary whenever, in its judgement, conditions warrant, or if deemed necessary for the convenience, comfort or safety of the tour.

ACCOMMODATION

The hotel accommodation selected is your preferred selection and may be substituted or modified for a hotel within the same category, or from a higher category, at any time. Reasons for a modification in hotel accommodation may include, but are not limited to: construction, change in hotel policy, change in services standards or overbooking.

Hotel rooms are based on run-of-the-house room availability. Cots may be available at an extra cost but cannot be guaranteed. Certain hotels have a per diem charge for the use of safety deposit boxes. At the hotels discretion a security deposit may be required. Breakaway Tours requires a security damage deposit, or the purchase of room damage protection.

Breakaway Tours does not hold responsibility for charges incurred by passengers in the hotel such as, but not limited to: mini-bar, room service, phone calls, safety deposit boxes or damage to the room or premises. Breakaway Tours is not liable and can not control the decision of the hotel management to remove a passenger from the hotel.

DAMAGES

Unless otherwise stated, each room must choose collectively to make a damage deposit or pay a damage protection fee. The options are a \$60 CAD/USD deposit - this deposit is refundable upon checkout, provided there is no damage. I understand and acknowledge that I and my roommates collectively are responsible for damages to the hotel room and common areas and that the deposit will be put towards the cost of any damage regardless of how caused, and that we will be responsible for the cost above the deposit amount; or, 20 CAD/USD protection fee, the fee is non refundable. I understand and acknowledge that only accidental damage will be covered if we selected the \$20 protection. Hotel cleaning charges and/or smoking charges are not covered nor is any damage that is a result of a violation of the traveller guidelines. Accidental is defined as occurring without intent to damage, and is determined by Breakaway Tours and/or hotel staff. Damage which is the result of Intentional damage is not covered and will be the responsibility of the occupants. In the event that

it is not clear if the damage was either accidental or intentional, the damage shall be deemed to be accidental. I understand the maximum damage covered is \$500 CAD/USD per room and damage above this amount, even if accidental, will be the responsibility of the occupants of the room.

ROOMING

Upon booking, passengers must select their desired room occupancy – the occupancy selected will affect the cost of the trip. Once room occupancy is chosen, passengers are responsible for selecting roommates based on that occupancy. Passengers must submit their roommate selection by the assigned deadline. If the passenger does not submit a request, an incomplete request is submitted, or the submitted request cannot be completed, Breakaway Tours will assign roommates of the same gender and group, and/or adjust the passenger’s occupancy as necessary. Should the number of people in your room change, whether it was changed at your request, circumstances out of your control or by Breakaway Tours when assigning rooms, you will be responsible for finding additional roommates to fill the space and/or paying the additional cost associated with an occupancy change. Breakaway Tours reserves the right to adjust room assignments based on hotel space and availability. The room occupancy of your choice may not always be available due to hotel space limitations and/or restrictions.

LIVING STANDARDS

Living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada and the United States of America.

INSURANCE

Insurance may be built into the price of your trip if stated. Additional insurance may be available for purchase, with restrictions as stated. The cost of insurance is non refundable if you cancel your trip. Insurance is only in effect from the date it is paid and added to your trip. Unless otherwise stated, for bus trips, the maximum amount of coverage for trip cancellation and/or interruption purposes is \$500 CAD. Insurance does not cover international students, the policy coverage is for citizens of the country of departure. I understand it is the passenger and/or parent/guardians responsibility to review the terms and conditions of the travel insurance policy purchased. I understand that the travel insurance provider is the sole determiner for coverage and is an independent company which Breakaway Tours does not control or manage and Breakaway Tours is not responsible for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to me, resulting from the acts, omissions or negligence of the insurance provider.

DOCUMENTATION

Breakaway Tours requires that every passenger have a valid government issued photo identification for domestic travel, and a valid passport when traveling out of their home country. In certain cases a visa

or affidavit may be required. Please verify with the consulate or embassy of the country of travel to ensure that you have all necessary travel documents. Please note that entry to another country may be refused even if the required information and travel documents are complete. Breakaway Tours will neither reimburse nor assume responsibility for any passenger denied boarding or refused passage or entrance to any destination for any reason. It is the sole responsibility of the passenger to ensure proper and valid documentation.

NO AFFILIATION WITH SCHOOL

Tours are not school-sanctioned.

AGE OF MAJORITY

Passengers under the age of eighteen [18] participating on a tour must have permission from a parent or guardian. The legal age to consume alcohol at most destinations is eighteen [18]. Breakaway Tours does not condone the use of alcohol. Neither Breakaway Tours nor its suppliers assume responsibility for the enforcement of alcohol consumption by passengers. Abuse of alcohol can result in dismissal from the tour.

PASSENGER CONDUCT

Every passenger and if under the age of eighteen [18] a parent or guardian must sign the Breakaway Traveler Guidelines, the Breakaway Tours Terms & Conditions, and the Breakaway Tours Waiver & Release Agreement agreeing to the tour rules. The Breakaway Traveler Guidelines, the Breakaway Tours Terms & Conditions, and the Breakaway Tours Waiver & Release Agreement are available from Breakaway Tours or at www.breakawaytours.com/forms. The instructions of destination staff are for the safety of the tour and must be obeyed at all times. Failure to obey instructions can result in dismissal from the tour. Fighting will not be tolerated, anyone involved in fighting will be dismissed from the tour. Abuse of alcohol, regardless of age, can result in dismissal from the tour. Use of illegal drugs will result in dismissal from the tour. Neither Breakaway Tours nor its employees are responsible for passengers, or their actions, while travelling. Passengers should be aware that there may be different rules of law and/or living standards and conditions outside of their home province or state and Canada or the United States and conduct themselves accordingly. Breakaway Tours shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

FORCE MAJEURE

Breakaway Tours shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, to you or your travelling companions or group members resulting from a Force Majeure, that is an event beyond our or a supplier’s reasonable control including, but not limited to, acts of nature, strikes, lockouts or other labour disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, epidemics or pandemics, weather conditions, floods or acts or restraints imposed by government authorities.

COMMENTS AND COMPLAINTS

At destination passengers should contact their tour representative and representatives of suppliers immediately for assistance to remedy any problem without delay. If a problem cannot be solved, please forward the specifics of the incident in writing to Breakaway Tours within ten [10] days after returning from the trip. Failing to do so will preclude a passenger from pursuing a claim. A monetary refund will not be offered as compensation for any post destination complaint.

PRIVACY

By registering the passenger and/or parent/guardian understands and acknowledges that Breakaway Tours may share this personal information with companies providing travel services including, but not limited to tour operators, airlines and hotels, and with other non-travel related companies, unless a written request is provided to Breakaway Tours stating otherwise. Registered passengers and/or parents/guardians also agree to be contacted by Breakaway Tours via email, phone, or mail with information relevant to their trip. Please see our Privacy Policy for additional details. Any photographs or videotape taken of passengers by Breakaway Tours or its affiliates shall remain the property of Breakaway Tours and may be used for promotional or marketing purposes without further permission or compensation.

CLASS ACTION WAIVER

To the extent permissible by local law or regulation, you and/or parent/guardian agree that the resolution of any dispute shall be conducted on an individual, not a class-wide basis and that no such proceeding may be consolidated with any other legal proceedings involving Breakaway Tours or any other person. You further agree that you, and anyone asserting a claim for you, will not be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding against Breakaway Tours.

LAWS

The Breakaway Tours Terms & Conditions, Traveller Guidelines, and Release Waiver Agreement constitute a legally binding agreement between 2417988 Ontario Inc., operating as Breakaway Tours and the passenger and/or the legal parent or guardian and supersede all prior or contemporaneous communications whether electronic, oral or written. By registering the passenger and/or parent/guardian agrees to the Terms & Conditions, Traveller Guidelines, and Release Waiver Agreement, and acknowledges that they must be signed and given to Breakaway Tours. The invalidity of any provision contained herein does not affect the validity of any other provision listed. For residents of Ontario: this agreement shall be governed by the laws of the Province of Ontario.

By registering the passenger and/or parent/guardian agrees to the traveller guidelines outlined below, and acknowledges that they must be signed and given to Breakaway Tours.

Every traveller must sign the Breakaway Tours Traveller Guidelines, Terms & Conditions, and Waiver & Release Agreement agreeing to the trip guidelines. The instructions given by the Destination Team are for the safety of the travellers and must be obeyed at all times. Neither Breakaway Tours nor its employees are responsible for travellers, or their actions, while travelling. Travellers should be aware that there may be different rules of law and/or living standards and conditions outside of their home province or state and Canada or the United States and should conduct themselves accordingly. Breakaway Tours shall not be responsible for any damage, loss, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

I have read and agree to the Breakaway Tours Terms and Conditions

Traveller Name (Please Print)

Traveller Signature

Date of Birth

Date

Note: You must also have a parent/guardian signature

I have read and agree to the Breakaway Tours Terms and Conditions

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Date

BREAKAWAY TOURS

WAIVER & RELEASE AGREEMENT

The Breakaway Tours Traveller Guidelines, Terms & Conditions, and Waiver & Release Agreement needs to be signed and handed in to your Bus Captain prior to boarding your bus.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Waiver Agreement")
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY

TO: BREAKAWAY TOURS [2417988 ONTARIO INC.], IT'S HEIRS, ASSIGNS AND AFFILIATES;

I understand that I have booked with 2417988 Ontario Inc., carrying on business as Breakaway Tours ["Breakaway Tours"], a corporation operating in accordance with the Ontario Travel Industry Act, licensed in the Province of Ontario [Travel Industry Council of Ontario Registration Number: 50021560], and Business Practices and Consumer Protection Authority Act (BC), licensed in the Province of British Columbia [Consumer Protection BC License Number: 71169]. I am aware that Breakaway Tours makes arrangements with independent suppliers who provide all of the travel services that make up the travel package that I have booked, including air travel, cruises, hotels, buses, sightseeing, car rental or other activities included in, or offered in addition to, a tour package. I am aware that Breakaway Tours does not control, operate, own or manage any of these independent suppliers, vehicles, hotels, resorts, cruise ships, or other facilities and that it is not responsible for any claims, losses, damages, costs, expenses, delays or loss of enjoyment of any nature or kind whatsoever, to me, resulting from the acts, omissions or negligence by any of these independent suppliers, vehicles, hotels, resorts, cruise ships, or other facilities.

I am aware that participating in the travel packages offered by Breakaway Tours could result in injury, losses, damages, costs, expenses, delays and/or loss of enjoyment to myself or traveling companions or group members.

I understand that neither Breakaway Tours nor it's employees or agents are responsible for travellers or their actions, while travelling. I am aware that there may be different rules of law and/or living standards and conditions outside of my home province and Canada and I understand that Breakaway Tours is not responsible for any damages, losses, injury or inconvenience resulting from different rules of law and/or living standards or any such changes and variations.

FOR PARTICIPANTS UNDER THE AGE OF EIGHTEEN:

I hereby certify that I, as parent/guardian with legal responsibility for this participant of minority age do consent and agree to this release and waiver of Breakaway Tours, it's tour operators and suppliers and for myself, my heirs, assigns and next of kin, I release and agree to indemnify Breakaway Tours, it's tour operators and suppliers from any and all liabilities, incident(s) to this participant of minority age's participation in the tour.

I have read and agree to the Breakaway Tours Waiver and Release Agreement

Traveller Name (Please Print)

Traveller Signature

Date of Birth

Date

Note: You must also have a parent/guardian signature

I have read and agree to the Breakaway Tours Waiver and Release Agreement

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Date