

Triple M Tours Terms & Conditions

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**The tour operator for your trip is Triple M Tours or "TMT",
owned by Normand-Curle Enterprises Ltd.
239 Chapalina Place S.E., Calgary, Alberta
Canada T2X 3P4**

GST # 81828 1792 RT0001.

These Booking Conditions are subject to change at any time with or without notice. Submitting a tour deposit constitutes your agreement to any updates which can be found at <https://www.triplemtours.ca/terms-and-conditions>.

NOTE: Triple M Tours is a Tour Operator and does not own, manage, control or operate any aircraft, ground transportation, hotel, resort, cruise ship, restaurant, guided tour and excursion companies, ticket show or other supplier associated with the assembly of your tour.

Tour Member Expectations - What We Expect Of YOU.

Our tours are physically active, our hotels may provide fewer North American-style amenities, and our people policy emphasizes NO GRUMPS! These are key characteristics of the TMT tour experience. On any TMT tour, you assume certain obligations and responsibilities to Triple M Tours and your fellow tour members, including, but not limited to, the following:

- Be able to present an authentic COVID-19 vaccination certificate (such as a CDC issued vaccine card or equivalent) with the final dose/booster having been administered at least 14 days prior to your tour departure date.
- Agree to follow all safety precautions and health directives set by your Tour Manager, TMT or local officials to help safeguard your health and well-being, as well as that of your fellow tour members, guest instructors, TMT staff & tour partners.
- Carry or roll your own luggage for up to 15 minutes over uneven pavement from the bus to the hotel, then - in the event of an elevator breakdown - haul it up as many as five flights of stairs to reach your room.
- Be able to **LIFT YOUR** luggage into an overhead compartment, under-bus storage, or into luggage racks on Inter-city trains.
- Be comfortable on your feet with brisk two-hour walking tours, climbing lots of stairs, hopping on and off public transportation, plus standing and walking for up to four hours inside museums and outdoors in all weather conditions.
- Sleep with potentially no (or inadequate) air conditioning and street noise in some hotels. TMT cannot predict heat waves or be held responsible if a hotel's air conditioning system cannot keep up. Sometimes "Stuff" just happens. Try to be a good sport about it please.
- After orientation and transportation lessons, be able to navigate towns and cities on your own either by using your smart phone, or a paper map.

Our tour managers cannot aid with any of these activities! Tour members requiring help must be accompanied by an able companion who can be entirely responsible for providing the assistance. (If you have concerns about the physical demands of our tours, please call us!)

COVID-19 Restrictions & Requirements

Each country is responsible for setting their own COVID-19 entry requirements &/or travel restrictions. These requirements and restrictions may change at any time, including while on your tour, without notice.

All our tour guests are required to provide Proof of COVID-19 Vaccination to Triple M Tours by email at info@triplemtours.ca within 72 hours of registering for a tour. If we do not receive an emailed photo or other proof of your vaccine status within those 72 hours your deposit will be automatically refunded and your spot on the tour relinquished.

The masking, social distancing and temperature checks and quarantining if feeling unwell, may still be in force by the time your tour happens. All Triple M Tours guests, instructors and staff will abide by these rules, without question, or they will be removed from the tour. Any fines you may receive for violating a country's rules will be your responsibility.

Proof of a negative PCR test will also likely be required upon arrival in the country/countries your tour will be visiting. It is each guests' responsibility to have those tests done at an appropriate time before leaving for their tour. Knowing your own country's requirements for returning home is also your responsibility.

In the unlikely event that entire countries are locked down as they were at the beginning of the Pandemic, Triple M Tours will not be responsible for your lodging, food or transportation costs outside of the scope of your tour. Please ensure your travel insurance has a contingency to cover this possibility.

COVID-19 Liability Waiver and Health & Safety Pledge

Each guest will be required to agree to and sign both the COVID-19 Liability Waiver and COVID-19 Health & Safety Pledge at least 10 days before their tour begins. Failure to do so will result in being removed from the tour. Our regular cancellation policies will apply. Copies of those documents can be found on our website, but they will also be emailed to you for signing.

Allergies or Dietary Restrictions

TMT takes Allergies very seriously. If you have any food or environmental allergies, such as, but not limited to, nuts or bee stings, you **MUST** disclose this to TMT and the Tour Manager of your tour. TMT will make every effort to inform group dining venues of your food allergy but cannot guarantee your allergen(s) will not be present in your meal, or the meals of those around you. It is your responsibility to carry the appropriate and necessary medication to counteract these allergens for the duration of your tour. TMT will not be held responsible if you do have an allergic reaction regardless of whether or not they have been informed of said allergy. Food preferences **DO NOT** constitute an allergy. Every effort will be made to accommodate these preferences, but their availability cannot be guaranteed. You may be required to provide a doctor's certificate verifying you do in fact have a specific allergy, and not simply a preference for, or dislike of, certain foods. This certificate, if requested by TMT will be provided prior to 90 days before departure and any costs associated with obtaining it are your responsibility. Failure to inform TMT of your allergy or preference prior to 90 days before departure could result in group menu items or pre-selected meals not meeting your specific desires. In such a case, you will be responsible for purchasing your own meal.

Baggage

TMT has a strict policy on baggage. It is recommended that you bring just one airline carry-on size piece of luggage (21"x14"x9") plus 1 purse or small backpack. The maximum baggage allowance is **limited to one (1) standard 26" high WHEELED suitcase, and one (1) backpack OR purse per traveler**. The Customer understands that TMT does not normally provide any porter or luggage services. Stair climbing and long walks with luggage could occur and The Customer are responsible for moving our own luggage. The Customer understands that violating this baggage policy could result in a **\$500 USD penalty per traveler** being charged, if their excess luggage causes a shortage of space on tour buses or trains. If multiple guests are in violation of this policy and a trailer is required to carry the excess luggage, those guests will be required to cover the cost of said trailer

equally among themselves. If acquiring a trailer to carry excess luggage causes the group to be late for a scheduled event, or miss connecting transportation such as planes or trains, those guests in violation of the policy will be equally charged for any costs associated with rescheduling these missed events or connections for the group. Certain guests such as, but not limited to, Instructors, may be given an exemption to the luggage policy because they are transporting class supplies for the tour.

If a specific tour allows for more luggage than is stated here, TMT will notify guests prior to the tour.

Reserving Your Tour

To reserve a place on any TMT tour, a non-refundable deposit of up to \$1,000 USD per person is required. TMT gift certificates or prize vouchers cannot be used as a deposit for a tour. We accept wait-list reservations on most tours. The full deposit is required to secure a place on the wait list. Waitlisted Customers are entitled to a refund of their deposit if no seat on the tour becomes available for them. Waitlisted Customers will be contacted in the order of registration.

Group Travel Requirements

TMT reserves the right to reschedule any tour that has an insufficient number of travelers up to the final booking date (usually 105 days prior to departure, but it may vary by tour). If an insufficient number of travelers register for your tour, you may choose another tour and/or departure date with a sufficient number of travelers and available space or cancel your tour and receive a refund of monies paid to Triple M Tours, less the non-refundable deposit amount. Please ensure you have appropriate Travel Insurance in place. TMT strongly encourages you to NOT BOOK FLIGHTS until after the final payment date.

Behaviour

Although we want everyone to have a good time, it sometimes happens that someone participating in a tour can misbehave or do things that are incompatible with the safety, comfort, or convenience of other members of the tour. In those circumstances we have the exclusive right and discretion to expel anyone from a tour at any time, without any refunds, claims or complaints made against us.

Terms of Reservations

The deposit is fully refundable if you cancel within 72 hours of booking the tour. After 72 hours, cancellation fees apply (see "Refunds & cancellations" section). Reservations made fewer than 72 hours prior to the final payment date (see "Making payments" section) are subject to the standard cancellation fees. Prior to the final payment date, you may change your reservation to a new tour for a re-booking fee of \$50 USD (which must be collected at time of re-booking) plus any difference in tour price due to price increases, changes in travel season or tour. If you have purchased a Travel Protection Insurance, you will also be responsible to contact them to make your claim. Terms & Conditions in place at the time of re-booking will apply to all changed reservations.

Payments

The final payment date for land tours is 105 days prior to departure (unless otherwise specified on a tour). Once your deposit has been received, we will send information on our Monthly, Bi-monthly and Lump-sum payment plans. You are free to choose either of the three. If at any time before to 105 days prior to departure, Triple M Tours feels it's necessary to cancel the tour funds paid up to that point (less any non-refundable deposits) will be refunded.

Method of Payment

No checks or money orders will be accepted. **Bank transfer (wire) is the preferred method of payment.** Any other form of payment may incur a 3% administration fee. If you have chosen a Monthly or Bi-monthly

payment plan and are 30 days overdue this will result in a 15% per month interest charge being added to the following invoice, along with the unpaid balance from the previous invoice. If 2 consecutive invoices are in arrears, the reservation will be cancelled and will be subject to our cancellation schedule. Additionally, a **\$10 USD PER DAY** late fee will automatically be applied to accounts for which payment is not received by the final payment due date. TMT reserves the right to cancel a reservation if payment is not received on time, in which case cancellation fees will apply. In the unlikely event that an invoice is not received, payment is still due as stated in your tour confirmation documents (sent to you via email once your payment plan has been established). TMT will email final hotel contact information, only after the guest's account has been paid in full and the completed and signed Booking and Release document has been received. Day by day itineraries, other than the Sample Itineraries on our website, will not be provided before the tour commences.

Pricing

Prices are per person based on double occupancy. If there are significant changes in pricing from our vendors or major fluctuations in the currency market, prices may increase. For the most up-to-date pricing, please see the specific tour page. Currency exchange rates are done automatically by PayPal. It is up to the guest to be aware of currency fluctuations when paying their invoices.

Single Supplements

Please be aware that a single supplement guarantees a private room — not a larger room, as European single-bed rooms are generally the smallest and most basic rooms the hotel has to offer!

Reservations after Final Payment Date

Late additions are accepted on a first-come, first-served basis and may be subject to additional costs from our suppliers. Your payment must be made in full by credit card at the time of reservation. Late additions are subject to standard cancellation fees (see "Refunds & cancellations") applicable at the time of reservation.

Change Fees

Failure to provide accurate and required information at the time of reservation could result in additional fees. Changes made after the final payment date (see "Making payments") will be considered late changes and are made at the sole discretion of TMT. Any changes (including, but not limited to, travel dates) may be subject to a service charge of \$75 USD plus any costs TMT incurs from its suppliers. Once the tour has started, changes affecting return date will not be permitted.

Use of Public Transportation While on Tour

For several reasons Triple M Tours makes extensive use of the convenient, cost effective and highly efficient Public Transportation systems (both in the form of local public transit in a city and the network of trains that travel between towns and cities across Europe) whenever it makes the most sense to do so. With that in mind, please be aware that stairs, escalators and medium distance walks (sometimes up hills, on uneven cobblestone, and possibly with your luggage) are to be expected. Please talk to us before booking your tour if you have **any kind** of mobility problems. Failure to do so could result in your TMT Tour Manager arranging a Taxi to return you to the hotel, at your own cost, any time (or multiple times) while on tour. On tours where you are provided with Metro or other Public Transit passes, should you lose or misplace the pass, replacing it for the balance of the time spent in that city, will be at your own cost. In some cases, the physical cards are owned by TMT and have been purchased with the intent of being used on future tours. If you lose or fail to turn in such a card, when requested, you will be invoiced for the cost of replacing the card, plus the funds remaining on the missing card.

Health & Capabilities

TMT tours are usually very active tours with a substantial amount of walking and all participants should be in good physical and mental health. When reserving your tour, please inform your Tour Consultant of any physical disabilities or limitations so he/she can help you determine the appropriateness of the selected itinerary. If such limitations require additional assistance, TMT requires that you travel with a companion who can provide such assistance. Failure to do so could result in your TMT Tour Manager arranging transportation to return you to the hotel, at your own cost, any time (or multiple times) while on tour.

Smoking Policy

No smoking or vaping is allowed in hotels, on boats, on buses or where other tour members are present.

Our Hotels

The hotels chosen by TMT are all rated, at minimum, 3-Star Superior or higher (usually 4-star). In many countries, the star rating is governed by the Ministry of Tourism, however, some countries have slightly different criteria. If a change becomes necessary for any reason, hotels substituted will be comparable to those shown. Hotel rooms in Europe are typically smaller and less standardized than those in North America. Typically, a “double” or “twin room” will have two twin beds placed side by side, NOT 2 Queen-sized beds. Also, single rooms tend to be smaller than twin rooms, and may not have as desirable a location within the hotel. Please do not expect hotel rooms or hotel bathrooms in Europe to be the same as North America. In Europe, it is standard policy that hotel rooms are not available for check-in before 2:00 PM. TMT uses a third-party content provider to provide some enriched hotel information. We make every effort to ensure that the hotel information described online is current and accurate and updates are posted on our website when new information is made available. However, TMT cannot be responsible for any inaccuracies or omissions contained herein. Hotel information contained herein is provided as a guideline only and should be verified directly with other available sources.

Special Arrangements or Pre-&/or Post-Tour Arrangements

Deviations from published tour itineraries (such as, but not limited to, travel dates, times and gateways) may result in additional costs. TMT can arrange pre- or post-tour accommodations & transportation, when available. While fulfillment cannot be guaranteed, TMT will make every effort to accommodate special travel requests. Please note: Due to the nature of TMT hotel contracts, pre- or post-stay arrangements may be in a different hotel from that of the main tour. TMT must be notified of all special arrangement requests no later than 110 days prior to departure for consideration. Any payments made for pre-tour or post-tour activities, such as, but not limited to, hotel rooms, transportation, tours & activities, are subject to our standard cancellation policy. We strongly recommend Travel Insurance.

Service Fees for Special Arrangements or Pre-&/or Post-Tour Arrangements

(This section can be found on the Special Arrangements page of our website but is included here for your convenience.)

TMT not a Travel Agency. We are a Tour Operator. We do not get commissions or from any of our suppliers, hotels, bus companies, restaurants or shops we may visit.

Hotels:

We are happy to make any pre- or post-tour travel arrangements or hotel reservations for you, if requested prior to 60 days before your tour starts. There will be a minimum \$25 USD Service Fee charged (plus 5% Goods & Services Tax) to each invoice. We will do our best to find you a room at the tour hotel, but we cannot guarantee it. If necessary, we will accommodate you at a nearby hotel of equivalent ranking if the tour hotel is not available. Please note that the room rates charged may be

higher than the lowest rates you might see on discount hotel room booking sites. This is because we always make sure to have fully refundable rates (in case your flight is delayed, and you don't need the room) that also includes breakfast. It is also possible that the published room rates on the hotel website are lower than the rate we negotiated 6 to 12 months prior. We have no control over this, nor can we charge you a rate lower than what we are required to pay for the room.

Transportation:

Our tours start and end on the dates noted on each itinerary, at the locations noted and during the time frame note (for example "On May 24, 2018 before 1:00 PM at the Central Train Station"). Transportation from that location, to the hotel, during the window of time indicated is included with your tour price. If you arrive outside of this window, getting yourself to the tour hotel at the appointed date and time is your responsibility. Alternately, you can meet us at the airport or train station as indicated, and travel to the tour hotel with us. If you depart a tour prior to the date and time indicated (usually around 7:00 AM on the final day of the tour), due to your flight arrangements, that transportation cost is also your responsibility. We are happy to arrange alternate transportation for you, for a Service Fee of \$25 USD (plus 5% Goods & Services Tax).

Other Arrangements:

Any other arrangements we may make for you, outside of the published tour dates, including train tickets, museum or monument entrance tickets, public transportation passes, event tickets or day trips will be subject to a minimum \$25 USD Service Fee (plus 5% Goods & Services Tax).

If we provide more than one of these services, the maximum Service Fee charged will be \$100 USD (plus 5% Goods & Services Tax) per invoice (not per guest).

NOTE:

Any payments made for pre-tour or post-tour activities, including but not limited to, hotel rooms, transportation, tours & activities, are subject to the same Terms and Conditions as your primary tour. Tour deposit payment constitutes agreement to those terms and conditions and governs pre-& post-tour or any special arrangements we make for you. Your "Tour start date" is 12:00 AM GMT on the date of the FIRST pre-tour arrangement we have made for you. You are bound by the Terms and Conditions until 11:59 PM GMT the final day of any post-tour arrangements we have made for you. As per our Cancellation Policy, all funds are entirely non-refundable from the Tour Start Date, including pre-& post-tour arrangements. We strongly recommend Travel Insurance.

Flight Arrangements

TMT provides a **LAND ONLY** tour service. You must make your own flight arrangements for our tours. If it is necessary for TMT to change or cancel your tour program in any way, you will be responsible for altering your flight plans accordingly and for any costs that result from such changes or cancellations. Therefore, we highly recommend Travel Insurance.

Delays, Cancellations & Missed Flights

TMT cannot be held responsible for any missed flights, flight delays or flight cancellations caused by reasons including, but not limited to, weather, mechanical issues, personnel strikes or closures of airports or borders by outbound or inbound government authorities. In the event of a flight delay, you must work directly with the airline to be re-booked. Once your new flight is confirmed, you must then notify TMT with your new arrival time. If you are arriving later than your original scheduled flight, for any reason, you may not be met by a TMT representative. If this is the case, transportation to the hotel will be your responsibility. Persons missing tour

portions or components (including, but not limited to, meals, excursions or sightseeing tours) due to missed flights, delays or cancellations will not be refunded by TMT.

Tour Documents

To be Eco-friendly, all documents will be sent to you via email. If you require your documents to be sent by traditional postal services, a supplemental fee of \$20 USD will be applied for deliveries in Canada and \$25 USD will apply to deliveries outside of Canada.

Traveling with Children

TMT allows children on select tours. Travelers must be at least eight (8) years of age and accompanied by an adult, authorized guardian or a parent AT ALL TIMES. All children, regardless of their age, require passports to board an international flight. If a child will be traveling with adults other than his/her parents or with only one parent, a notarized letter must be submitted by his/her parents or the non-traveling parent, granting authorization to travel, including the dates of travel. Please contact the appropriate consulate and airlines as they may have additional requirements or recommendations. This is for the safety of the child. TMT is not responsible for delays to your trip caused by inadequate documentation for minor children traveling with you (including Passports), nor will we hold up the tour for you.

Family Vacations

For Family Vacations, TMT requires at least one member of the traveling party to be under the age of 15. Travelers younger than 18 years old (herein "child" or "children") on the departure date must be accompanied by an adult throughout the duration of the vacation. TMT welcomes children aged eight (8) and older. Some activities within a vacation may have weight/height restrictions and/or different minimum ages than our overall minimum eligibility age or recommended minimum age. Triple and quadruple rooms are available on select "Family Tour" packages. Age restrictions for quadruple rooms may apply. Please contact TMT for details.

Refunds & Cancellations

If you cancel your reservation, the cancellation fee schedule below will apply. Upon notifying TMT of your cancellation, you will be given a confirmation number that verifies your cancellation. If you purchased travel insurance protection and are canceling for a reason covered under the policy guidelines, cancellation fees may be reimbursed to you directly from YOUR insurance company. If you cancel your tour on the day of departure, you must notify TMT prior to the departure of the tour. Any penalties for supplemental services/guarantees (including, but not limited to, flights, hotels or late additions) resulting from cancellations made at your request will be your responsibility, and all fees are non-refundable. Substitution of travelers will be considered on a case by case basis and may depend on the rules governing parts of the tour that are out of our control, such as River Cruises.

If you choose to return home before the scheduled completion of your tour, you will not be eligible for any refund or reimbursement from TMT for any unused portion of your trip or costs incurred by leaving your trip early. If you **choose** to take accommodations other than at the hotel used for the tour, you will not be eligible for any refund for rooms or services not used, nor will you be able to participate in any tour activities yet to take place. TMT highly recommends travel insurance protection.

Itinerary Variations & Local Holidays

If improvements can be made to tour itineraries or unforeseen circumstances necessitate changes, TMT reserves the right to amend, adjust or alter itineraries. TMT cannot control schedule changes on railway or flights components of tours, as airlines and railway companies reserve the right to make changes. TMT will make every effort to notify you as early as possible of such changes. Due to local or national holidays, seasonal hours of operation or availability, special events and/or peak harvest seasons, access to certain facilities and

attractions including but not limited to vineyards, museums, historical sites or stores may be limited. On such occasions, and whenever possible, itinerary adjustments will be made by TMT to minimize traveler inconvenience. If, however, your enjoyment might be diminished by such limitations, please check with the respective national tourist office(s) before selecting a tour and travel date.

Passports, Travel Visas & Pardons

You are responsible for obtaining any travel documents and verifying entry requirements necessary for each country of travel on your selected tour itinerary, including any required vaccinations, as TMT is not responsible for providing this information or documentation. Canadian & US citizens (including children) are required to have a passport for all trips outside of Canada or the United States, which must be valid for at least six months beyond the completion date of the tour. Entry laws differ with respect to travelers' citizenship. If you do not already possess a Passport, please allow ample time to apply for and receive it. Check with Passport Canada or the State Department to see what their processing time is. You are responsible for any expenses incurred as a result of delays or itinerary changes related to your lack of appropriate travel documents and are therefore ineligible for any refund from TMT. TMT recommends that if you are not a Canadian or US citizen, you apply for any necessary visas with a Visa Service provider. If you decide to apply for your visa directly with the applicable consulate(s) and require additional assistance and/or documentation from TMT, you may be subject to a special arrangements fee of \$100 USD. Please keep in mind that convictions for offences such as DUI (Driving Under the Influence) MAY prevent you from entering another country. Please investigate if this applies to you, PRIOR to departure. If you are delayed at ANY point of entry on the tour, the tour will not wait for you, and catching up will be at your own expense. If you are disallowed from entering any country on the tour, your immediate return home will be at your own expense.

Cancellation Fee Schedule

All deposit amounts are non-refundable beginning 72 hours after registration.

TIME FRAME *Tour start date INCLUDES any pre-tour arrangements we have made for you.	CANCELLATION FEE PER TRAVELER (includes deposits)
Up to 72 hours after initial deposit, (This does not apply if the initial deposit occurs less than 72 hours before the final booking date. See "Making Payments")	\$0.00 & Deposit is fully refundable
From 4 days after deposit to 106 days prior to tour start date	100% of the payments made will be refunded. Tour deposits remain non-refundable as do cruise deposits & payments.
105-91 days prior to tour start date	\$1,500 OR 100% of the total tour cost, whichever is less. Tour deposits remain non-refundable as do cruise deposits & payments.
90-0 days prior to tour start date and AFTER your tour has commenced	100% of the total cost, including amounts for any pre- or post-tour arrangements and River Cruises

Trip Cancellation/Delay & Medical & COVID Insurance

While TMT does not sell insurance, we strongly urge all our guests to have it. TMT requires proof of insurance or your acknowledgement that you are responsible for any costs incurred from delayed flights, lost luggage or medical emergencies. Please ensure your insurance covers COVID medical plus quarantine expenses.

Legal Responsibilities

TMT makes every effort to ensure the accuracy of its publications, but it cannot be held responsible for typographical or printing errors, including but not limited to prices.

Triple M Tours Release & Agreement

Agreement between Triple M Tours, and the Customer. A Customer is anyone who has registered for a tour, has been registered by someone else & who has paid a deposit or had the deposit paid for them.

The tour operator for your trip is Triple M Tours "TMT", 239 Chapalina Place SE, Calgary, CANADA. GST# 81828 1792 RT0001

1. I, The Customer, on behalf of myself and/or my minor child (if applicable), and/or anyone I have registered for a tour and paid a deposit for, understand that our tour begins with our arrival at the first hotel on the specific start date of the tour itinerary and ends upon completion of the tour as stated in the itinerary. This included any custom pre- or post-tour arrangements that may have been made for the Customer. The Customer further understands that travel involves certain risks to personal health, safety and property. Many foreign countries do not have the safety and health standards that are present in the Customer's home country. The Customer is willing to accept the associated risks of travel and understands that TMT cannot guarantee the health and safety of participants.
2. The Customer agrees to release TMT and its affiliates (which term shall include parent companies, subsidiaries, officers, directors, shareholders, agents and employees of TMT as well as TMT itself) (the "Released Parties") from, and agrees not to sue the Released Parties for any and all claims, of any nature related in any manner to our participation in a TMT-sponsored tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, or wrongful death. The Customer hereby unconditionally and unequivocally waives any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of, or arising out of, any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that the Customer may suffer from any cause whatsoever related in any way to our participation in any TMT-sponsored tour. The Customer further agrees to release and hold harmless the Released Parties from any and all decisions to cancel, modify or delay the tour as a result of acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorist activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, governmental restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the sole opinion of TMT to conduct the tour, even after the tour has begun. The Customer understands that if TMT finds it necessary to make any such cancellations any time after tour registration and 106 days prior to the departure of the tour, the initial deposit remains non-refundable. If the Customer may be able to file an insurance claim with their Travel Insurance provider to be reimbursed for these funds. The Customer understands that if TMT finds it necessary to make any such cancellations between 100 days prior to the departure of the tour and the final scheduled day of the tour, the Customer will need to file an insurance claim with their Travel Insurance provider to be reimbursed any funds paid for the tour. TMT cannot refund any money in this time frame since those monies will have already been paid to suppliers such as, but not limited to, hotels & restaurants either in the affected area, or in other unaffected locations the tour was scheduled to visit. The Customer further agrees to hold the Released Parties harmless for the acts or omissions of any other individuals or entities over which the Released Parties have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, tour guides and

subcontracted agents or tour operators. The Customer understands and acknowledges that TMT does not own or operate any of the entities that provide goods or services on the tour.

3. The Customer understands that payment of a tour deposit, constitutes agreement with the Terms & Conditions and this Release & Agreement. By agreeing to this Release & Agreement and Booking Conditions on behalf of other travelers, for whom the Customer completed the enrollment process, the Customer warrants that he or she is authorized to act on behalf of such individual(s) and acknowledges and affirms that TMT's reliance on the Customer's authority is reasonable. The Customer agrees to indemnify and defend TMT for any claims arising out of any violation of the warranty.
4. The Customer understands that the final payment date for land tours is 105 days prior to departure (unless otherwise specified on a tour). Once the Customer's deposit has been received TMT will provide information on Monthly, Bi-monthly and Lump-sum payment plans. If the Customer has chosen a Monthly or Bi-monthly payment plan and any payment is 30 days overdue, a 15% per month interest charge being added to the following invoice, along with the unpaid balance from the previous invoice. The Customer understands that if 2 consecutive invoices are in arrears, the reservation will be cancelled and will be subject to TMT's regular cancellation schedule. The Customer understands that a \$10 USD PER DAY late fee will automatically be applied to accounts for which payment is not received by the final payment due date. The Customer agrees to take this information into account when making payments and understands that some payments may take up to 7 days to make their way through the financial system to TMT. TMT reserves the right to cancel a reservation if payment is not received on time, in which case cancellation fees will apply. In the unlikely event that an invoice is not received, payment is still due as stated in the Customer's tour confirmation documents (sent via email once a payment plan has been chosen). TMT will email final itinerary & hotel contact information, only after the Customer's account has been paid in full. Day by day itineraries may not be provided before the tour commences.
5. The Customer understands that cheques or money orders will not be accepted. Bank transfer (wire) is the preferred method of payment. Any other form of payment may incur a 3% administration fee.
6. The Customer understands that this tour is physically active, that hotels may provide different or fewer North American style amenities, that food may be different from what he or she is accustomed to, and that public transportation may be heavily used while on the tour. The Customer accepts these things as part of international travel and understands that being unhappy about it only makes for an unpleasant tour for everyone.
7. The Customer understands that as a participant in this tour, certain things may be expected of them, such as, but not limited to:
 - a) Be able to present an authentic COVID-19 vaccination certificate (such as a CDC issued vaccine card or equivalent) with the final does/booster having been administered at least 14 days prior to your tour departure date.
 - b) Agree to follow all safety precautions and health directives set by your Tour Manager, TMT or local officials to help safeguard your health and well-being, as well as that of your fellow tour members, guest instructors, TMT staff & tour partners.
 - c) Carry or roll their own luggage for up to 15 minutes over uneven pavement from the bus to the hotel, then - in the event of an elevator breakdown - haul it up as many as five flights of stairs to reach their room.

- d) Be able to LIFT THEIR OWN luggage into an overhead compartment, under-bus storage, or into luggage racks on Inter-city trains.
 - e) Be comfortable on their feet with brisk two-hour walking tours, climbing lots of stairs, hopping on and off public transportation, plus standing and walking for up to four hours inside museums and outdoors in all weather conditions.
 - f) Sleep with potentially no (or inadequate) air conditioning and street noise in some hotels. TMT cannot predict heat waves or be held responsible if a hotel's air conditioning system cannot keep up. Sometimes "Stuff" just happens. Try to be a good sport about it please.
 - g) After orientation and transportation lessons, be able to navigate cities on their own either by using a smart phone, or a paper map.
 - h) The Customer understands that the Tour Manager(s) cannot aid with any of these activities. The Customer understands that if he/she requires help with any of these tasks, they must be accompanied by an able companion who can be entirely responsible for providing the assistance.
8. The Customer understands that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs or the Warsaw Convention or both.
9. The Customer understands that TMT has a strict policy on baggage and that baggage is limited to one (1) standard 26" high wheeled suitcase, and one (1) backpack or purse per traveler. The Customer understands that TMT does not normally provide any porter or luggage services. Stair climbing and long walks with luggage could occur and The Customer are responsible for moving our own luggage. The Customer understands that not following these requirements could result in a **\$500 USD penalty per traveler** being charged if their excess luggage results in a shortage of space on tour buses or trains. The Customer understands that if our tour allows for more luggage than is stated here, we will be notified prior to the tour.
10. The Customer understands that it is in our best interest to have functioning locks for each of our bags and that not having one could result in loss or damage to my belongings. The Customer agrees that TMT is in no way responsible or liable for any such losses or damage that may result in not having properly secured our bags, regardless of where the bags were at the time of the damage or theft.
11. The Customer understands and agrees that TMT shall have no liability or responsibility for me/us when we are absent from TMT-supervised activities or for non-TMT-supervised activities, such as visits to friends or relatives or during pre-/post-stay periods if the pre-/post-stay period does not include the services of a TMT Tour Manager.
12. The Customer understands that if the Customer has any food or environmental allergies, such as, but not limited to, nuts or bee stings, the Customer will disclose this to TMT and the Tour Manager of their tour. TMT will make every effort to inform group dining venues of any food allergy but cannot guarantee those allergen(s) will not be present in the meal, or the meals of those around the Customer. It is the Customer's responsibility to carry the appropriate and necessary medication to counteract these allergens for the duration of the tour. TMT will not be held responsible if the Customer does have an allergic reaction regardless of whether they have been informed of said allergy. Food preferences DO NOT constitute an allergy. Every effort will be made to accommodate any preferences, but their availability cannot be guaranteed. The Customer may be required to provide a doctor's certificate verifying specific allergies, and not simply a preference for, or dislike of, certain foods. This certificate, if requested by TMT will be provided prior to 90 days before departure and any costs associated with obtaining it are our responsibility. Failure to inform TMT of any allergy or preference prior to 90 days before departure could result in group menu items or pre-selected meals

not meeting our specific desires. In such a case, The Customer will be responsible for purchasing our own meal(s).

13. The Customer agrees to abide by TMT regulations and the directions of the Tour Manager and TMT personnel during the tour. TMT has a Zero Tolerance Policy regarding verbal or physical abuse of staff, other guests or service providers such as bus drivers & guides. There will be no "second chances". The Customer understands they will not be allowed on any other TMT tours in the future if removed from a tour due to abuse of staff or guests. The Customer understands that behaving in such a way that is incompatible with the safety, comfort, or convenience of other members of the tour, or disobeys such rules or directions given to them, TMT has the exclusive right to terminate their participation in the tour on the spot, solely at the Tour Manager's discretion, and there is no eligibility for ANY refund. The Customer understands that in such an event, their early return home, or continued stay in Europe will be wholly at their own expense.
14. The Customer understands that if the Customer chooses to return home before the scheduled completion of your tour, the Customer will not be eligible for any refund or reimbursement from TMT for any unused portion of the tour or costs incurred by leaving the tour early. If the Customer chooses to take accommodations other than at the hotel used for the tour, the Customer will not be eligible for any refund for rooms or services not used, nor will the Customer be able to participate in any tour activities yet to take place.
15. The Customer agrees to abide by all local laws when abroad. The Customer also understands that, should local authorities be involved, the Customer will be subject to the laws of the country that is visited. It is the Customer's responsibility be aware of their own country's embassy or consulate contact information for each country the tour visits and to notify that embassy or consulate if the Customer requires legal assistance.
16. The Customer understands and agrees that if the Customer becomes ill or incapacitated, and is unable to make decisions for himself or herself or communicate those decisions, TMT and its employees may take any action they deem necessary for the Customer's safety and well-being, including securing medical treatment (at the Customer's expense) and transporting me home (at the Customer's expense), if I have no travel companion present to do it for me. TMT retains the right and has the Customer's authorization, in its sole discretion, to contact the Customer's emergency contact(s) about health issues or any matter whatsoever that relates to the Customer's tour. In the event of a medical emergency, TMT will attempt to cause appropriate treatment to be administered, and the Customer authorizes TMT to do so. TMT, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered. **THE CUSTOMER MAY BE ASKED TO PROVIDE PROOF OF TRAVEL & MEDICAL INSURANCE AND WILL ACCEPT FULL FINANCIAL RESPONSIBILITY FOR NOT HAVING IT.** The Customer understands that due to the activities involved with certain tours, Travel & Medical Insurance may be required and proof of such may be requested. If proof of such insurance is requested the Customer agrees to provide it prior to 100 before tour departure. In some cases, failure to provide such proof of insurance may result in the Customer's participation in the tour being cancelled.
17. The Customer understands and agrees that TMT has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements. The Customer also understands that daily activities, or venues visited, may change due to weather or other such reasons beyond the control of TMT, during the tour.

18. The Customer understands that it is the Customer's responsibility to secure the necessary travel documents (passports, visas or pardons). Failure to do so does not constitute grounds for a refund except according to the refund and cancellation guidelines as outlined in the Booking Conditions.
19. The Customer understands that it is their sole responsibility to contact their financial institutions and credit card companies to gather the necessary information, such as but not limited to, PINs, or to provide these organizations with the Customer's travel plans. The Customer understands that most bank machines (ATM's) in Europe require a PIN to withdraw cash from their bank account. The Customer understands that without this PIN, the Customer may not be able to access cash. The Customer also understands that if the Customer fails to provide their credit card company with the appropriate travel details, the credit card company may suspend the Customer's credit card. In such events the Customer does not in any way expect other guests, TMT or the Tour Manager to provide cash or other funds to the Customer. It is the Customer's responsibility to know how to contact their financial institution or credit card company in these events to have them corrected. The Customer further understands that the local currency of the countries the Customer is visiting is the only acceptable currency and any losses from exchanging currency are the Customer's own to bare.
20. The Customer understands that they will be required to pay for any phone calls, room service, minibar usage, or other incidental personal expenses that the Customer incurs at hotels, as well as for any damage the Customer causes to hotel rooms, buses or other property. The Customer understands they will be required to provide a valid credit card upon arrival at each hotel to pay for such incidental personal expenses.
21. The Customer understands and agrees that this agreement and TMT Booking Conditions constitute the entire agreement between TMT and the Customer with reference to the subject matter herein, and the Customer does not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to the Customer by any agents or employees of TMT. This agreement may be amended or modified at any time by TMT with or without notice to the Customer personally, and the most up to date version will always be that which can be found at www.triplemtours.ca/terms-and-conditions and will be considered the binding agreement. The waiver by TMT of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained therein.
22. The Customer understands and agrees that this agreement shall be governed in all respects, and performance here under shall be judged, by the laws of the Alberta Provincial Court of Canada. In the event of any claim, dispute or proceeding arising out of the Customer's relationship with TMT, or any claim which in contract, tort, or otherwise at law or in equity arises between the Customer and the Released Parties, whether or not related to this agreement, all parties submit and consent to the exclusive jurisdiction and venue of the Provincial Court of Alberta of Canada.
23. The Customer understands and consents that TMT may use any film or digital likenesses taken of the Customer and any of the Customer's comments while on a TMT tour for future publicity and also use the Customer's contact information for future TMT promotions. TMT will not sell the Customer's contact information, comments or images at any time.
24. The Customer understands and agrees that TMT reserves the right to refuse a Customer's registration at their sole discretion. In such event, a full refund will be issued.

25. The Customer understands that this agreement applies to any and all travel arrangements that TMT makes for the Customer, including any arrangements taking place outside of the scheduled tour itinerary. The Customer understands that once the Customer has paid a deposit, the Customer is bound by this agreement from that moment, until 11:59:59 PM GMT on the final day of any arrangements TMT has made for the Customer.
26. If the Customer omits important &/or requested information, or attempts to alter these Terms & Conditions, will result in making the Customer ineligible to participate in the selected tour and subject to TMT's cancellation fees policy or the Customer's expulsion from the tour the Customer is on, at the Customer's own expense.
27. The Customer understands that if signed copies of both the COVID-19 Liability Waiver and COVID-19 Health and Safety Pledge are not received at least 7 days before their tour departs, they will forfeit their place on that tour. Standard cancellation policies will apply.
28. *Note: You may download a PDF copy of these Terms & Conditions and Release & Agreement, but the Terms & Conditions present on www.triplemtours.ca are legally binding, even if they differ from this document or any other copy in your possession, and may change at any time, without notice to you.

This agreement shall be effective from the date & time of the initial Deposit Payment until the last day of the tour, or the last day of any special arrangements TMT has made for the guests herein, for the guest making the deposit & registration and on behalf of any other guest(s) they have registered for.