

2009-2010 booking form



To join the Leucan HUMA Challenge (Adventure in Ecuador), please fill in this form and send it to the HUMA Challenge office, together with a non-refundable registration fee of CA\$300 per person. We will send you a travel confirmation pack covering all aspects of your selected challenge once your registration will be confirmed. Please ensure you carefully read and understand the terms & conditions of the challenge.

participant details

TITLE: MR. MRS.

YOUR NAME TO BE PROVIDED AS IT APPEARS ON YOUR PASSPORT

SURNAME: _____

FIRST NAME: _____

HOME ADDRESS: _____

CITY: _____

PROVINCE: _____ POSTAL CODE: _____

TEL.: (H) (_____) _____

TEL.: (B) (_____) _____

E-MAIL: _____

DATE OF BIRTH (D/M/Y): ____/____/____ HEIGHT (IN CM): _____

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO

IF YES, PLEASE PROVIDE DETAILS: _____

EMERGENCY CONTACT NAME: _____

RELATIONSHIP: _____

TEL.: (H) (_____) _____

TEL.: (B) (_____) _____

ADDRESS: _____

SPECIAL DIETARY REQUIREMENTS OR ALLERGIES: _____

passport* details

NATIONALITY: _____

PASSPORT NUMBER: _____

PLACE OF ISSUE: _____

DATE OF ISSUE (D/M/Y): ____/____/____ EXPIRY DATE: ____/____/____

*Your passport must be valid at least 6 months after your return to Canada.

challenge selected

CHALLENGE NAME: _____ DEPARTURE DATE: ____/____/____

WHICH CITY WILL YOU BE LEAVING FROM? _____

PLEASE CARBON NEUTRALISE MY AIR TRAVEL: IN FULL BY HALF NO

HAVE YOU TRAVELLED WITH WORLD EXPEDITIONS BEFORE? YES NO

WHERE DID YOU HEAR ABOUT HUMA CHALLENGE? LEUCAN HUMA CHALLENGE WEB SITE OTHER _____

PLEASE INDICATE YOUR T-SHIRT SIZE: S M L X-L

THE CHALLENGE COST IS BASED ON TWIN SHARE. WOULD YOU LIKE TO SHARE A ROOM WITH ANYONE? IF SO PLEASE PROVIDE THEIR FULL NAME: _____

fundraising target

- I intend to fundraise the entire fundraising target
- I intend to combine personal payment and fundraising
- I intend to pay the full fundraising target myself

Insurance

- I authorise HUMA Challenge to debit my credit card 120 days prior to departure for all inclusive travel insurance. (CA\$182 plus PST as I am under 61 yrs old.)
- I am 61 yrs old and older. (you will be contacted with a rate.)

registration fee & insurance - payment method

Cheque (Payable to HUMA Challenge) VISA MASTERCARD *Credit cards are accepted for registration fee & insurance only

CARDHOLDER'S NUMBER: _____

EXPIRY DATE: ____/____/____ CARDHOLDER'S NAME: _____

SIGNATURE: _____ AMOUNT: \$ _____

In signing this booking form, I acknowledge that I have read, understood and accept Terms & Conditions accompanying this booking form and the obligations set out in the conditions, particularly those relating to the release and waiver of liability (condition 16) and insurance (condition 7).

PARTICIPANT SIGNATURE: _____ DATE: ____/____/____

forwarding the booking form

PLEASE MAIL OR FAX THIS FORM TO US – 78 George Street, Ottawa (ON) K1N 5W1 / Fax 613 241-4189/ TEL 1 888 486-HUMA (4862)
ADDITIONAL BOOKING FORMS CAN BE DOWNLOADED AT: WWW.HUMACHALLENGE.COM/LEUCANHUMACHALLENGE

terms & conditions 2009-2010

Please read carefully the terms in the conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Défi HUMA Challenge inc. (trading as HUMA Challenge), World Expeditions Monde Ltd (trading as World Expeditions), the Charity (Leucan) and you. These conditions apply to the exclusion of any other terms or conditions unless they are otherwise agreed to in writing and signed by a person so authorized by HUMA Challenge or World Expeditions or Leucan.

1. How to Book

To participate on your selected challenge, you should complete the booking form and send it, together with a non-refundable registration fee of \$300 CA per person to the HUMA Challenge office. If you register within 4 months of the challenge departure date, you must pay the non-refundable registration fee plus a minimum fundraising target set by the charity. If you register within 70 days you must pay the registration fee plus the full fundraising target set by Leucan.

2. Payment and fundraising

Eligibility to take part in the Leucan HUMA Challenge (Adventure in Ecuador) is contingent to the participant raising the fundraising target of \$6,690 CA. This amount is split between the travel costs (\$3,690 CA) and the donation to Leucan (minimum of \$3,000 CA). Fundraising payments must be made to Leucan. Travel costs are based on arrangements departing from Montreal. There may be some additional charges if you are originating from an alternate North American city. There may be some additional charges if you are originating from an alternate North American city. Failure to lodge the fundraising target with Leucan on or before the required date will render you ineligible to depart the challenge and you will forfeit in full the \$300 registration deposit paid to HUMA Challenge, your place on the Challenge and deposits made to Leucan. All monies raised in the name of Leucan must be forwarded immediately to Leucan along with supporting documents as outlined in the 'Conditions for Fundraisers'. Fundraising target based on a group size of minimum 10 participants. Should there be between 6 and 9 participants a supplement of \$400 CA will be applicable. This fee is separate from your fundraising target.

3. Amendments/Transfers/Cancellations Amendments

If you wish to make amendments to your tour arrangements, you must notify HUMA Challenge in writing at least 120 days before departure date. Each amendment to the challenge package will incur a \$50 administration fee. All administration fees and amendments fees must be paid before departure and separate from your fundraising target. Transfer from one challenge to another challenge is not permissible.

Transfers/Cancellations

The funds raised can not be transferred to another fundraiser. If you wish to cancel your tour, you must notify the HUMA Challenge & Leucan in writing and the following charges will apply: You will automatically forfeit your \$300 registration fee paid to Huma and 100% of monies paid to, or fundraised for but not yet paid to Leucan. All money received by registered participants must be directed in full to Leucan. The fundraising target shall be treated as donation to Leucan.

Cancellation due to Tour Booking Numbers

World Expeditions/HUMA Challenge reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a Challenge in which case you will be given the option of transferring to an alternate HUMA Challenge Leucan or transfer to a similar tour by World Expeditions, providing the land tour cost is the same. If you

choose to cancel, clause 3 will come if full effect. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to passport and vaccination charges, gear purchases, airport and airline taxes).

4. Health and Fitness Requirements

Participants must be at least 18 years old prior to departure, in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations, where necessary. On receipt of your Booking Form, World Expeditions will send you a medical questionnaire to be completed by you or your doctor and returned to us as proof that you are fit enough to participate in the tour. If you suffer from severe muscular, chest, heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. If you are participating to this Challenge you must complete, sign and return to World Expeditions the requisite medical form at least 60 days before your departure. If you have a pre-existing medical condition or are over 70 years of age or older, you must provide and return to World Expeditions at least 60 days before departure of any tour a medical form completed by your doctor. World Expeditions reserves the right in its absolute discretion to refuse a participant the right to participate on medical or fitness grounds.

You declare and warrant that:

- You are in good health and mental and physical fitness at the time of booking this tour;
- You have disclosed to World Expeditions every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to World Expeditions' decision to permit you to go on the adventure tour;
- Immediately upon any adverse change in your health or fitness that may be likely to affect World Expeditions' decision to accept the risk of permitting you to go on the adventure tour, you will notify World Expeditions in writing of any such adverse change..

You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour. If you fail to comply with the duty of disclosure in this condition and if World Expeditions would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, World Expeditions will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

5. Tour Leaders

In this clause, 'nominated tour leader' includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour. This does not include the Charity escort.

Our Tour Leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, he/she may exclude you from the tour. In this event, but subject to clause 4, you will be offered the option of taking another tour considered suitable for you or a full refund of the purchased tour excluding but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes. If for any reason during a tour the tour

leader considers you should not participate further he/she may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

World Expeditions reserves the right to change, at any time, the nominated tour leader of any tour. If that happens, World Expeditions will try to ensure that the alternative tour leader has expertise commensurate with that of the nominated tour leader. Any such change by World Expeditions will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

6. Route Changes, Postponement, Cancellation or Delay

World Expeditions reserves the right to:

- Change the date of departure or conclusion of the tour, or
- Modify any aspect of the tour, or
- Cancel or modify any routes within the tour or objectives set out in the itinerary, or

If, in the absolute discretion of World Expeditions, it is necessary to do so due to any adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of World Expeditions, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by World Expeditions. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay. World Expeditions also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice. In this event, condition 3 applies as if you had transferred or cancelled the tour at the date that World Expeditions cancelled the tour due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

7. Insurance

Personal travel insurance is not included in the price of the challenge or the fundraising target. It is a formal condition of booking a HUMA Challenge that you are adequately insured for the full duration of the tour in respect of emergency evacuation, illness, injury, death, loss of baggage and personal items and trip cancellation and curtailment. You must take out insurance with World Expeditions at least 120 days prior to the departure date at the same time of paying your travel deposit, even if you have your own travel policy. The policy we recommend protects both you and the Charity. This policy will protect Leucan you are raising funds for, as they may be contributing towards your challenge costs. This policy covers only participants already covered under a Canadian provincial government health insurance plan during the entire challenge.

8. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by World Expeditions. The information contained in World Expeditions' brochures, itineraries, and internet site is, to the best of World Expeditions' belief, correct at the date of publishing.

9. Proof of citizenship and information required for travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is recommended that your passport is valid for six months beyond the date of your return home to your own country.

10. Tour Prices

Prices are based on ground costs, airfares, exchange rates and assumptions made at the time of agreement. World Expeditions tries its utmost not to increase tour prices (in full or part), however sometimes increases are outside its control. World Expeditions reserves the right to amend tour prices (or any part) without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date and will be separate of your fundraising target.

11. Exclusions from tour price

Without limitation, the following items are excluded from the tour price:

- Personal travel insurance (mandatory as mentioned in condition 7 of this contract)
- Visa, passport and vaccination charges;
- Departure, airport and airline taxes
- Extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary
- Laundry, postage, personal clothing, medical expenses & items of a personal nature;
- Emergency evacuation and/or emergency search charges
- Additional expenses caused by delay, accidents or disruption of planned itineraries;
- Tips, onboard beverages and excess baggage charges

Refer to our tour notes for full details.

12. Force majeure

If World Expeditions is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside World Expeditions' reasonable control, World Expeditions will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in condition 6.

13. Airline and other transport providers

Any material published by World Expeditions, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. In the

event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by World Expeditions. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions. The liability of World Expeditions, any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

14. Assumption of Risk

You acknowledge that: by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death; and in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against World Expeditions; and the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Canada and that it is your responsibility to acquaint yourself that information or advice, for the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

15. Disclaimer

You accept that: World Expeditions acts as a booking agent for third-party tour operators and accepts no liability for the acts or omissions of those third-party tour operators; and World Expeditions and the Charity reserve the right to refuse my application to register. Their decision is final and binding. Places on the challenge are limited and are allocated on a first come first served basis. World Expeditions and Leucan

will not be liable for any breach of any law by any person with whom you travel on the tour; and you may not rely on any representations concerning the tour made by World Expeditions and the Charity which are not contained in the conditions of contract.

16. Release and Waiver of Liability

In consideration of World Expeditions accepting your booking application and in consideration of you being permitted by World Expeditions to join the tour: you release HUMA Challenge and World Expeditions and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the countries in which the tour is conducted and Leucan and its officers, employees, agents (each of whom are collectively referred to as "World Expeditions and its employees and the Charity") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the tour and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the wilful negligence or wrongful act of World Expeditions and its employees; and Leucan. You waive any claims you have, or may at any time have, against World Expeditions and its employees and Leucan and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from World Expeditions and its employees and Leucan in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour.

17. Miscellaneous

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party. If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions; however, the remainder of the conditions are not altered.

18. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of Ontario. Should any conflict arise out of the application of the present contract; the Court of the province of Ontario will, at the exclusion of any other jurisdiction, proceed with all claims arising out of the contract signed in Ontario.

19. Promotional Material

You agree that any photography taken prior to, during, or after the challenge, which may include you in it, may be used in publicity material connected with the challenge by HUMA and/or the promotion of a future challenge by Leucan.