

TERMS & CONDITIONS

I understand that I am booked with GradCity Travel LLC, carrying on business as Ceremony, Montréal Break and Breakaway Tours (herein referred to as "Company", "Operator", "we", "our", or "us") and I am the traveler (herein referred to as "Customer", "Participant", "I", "you" or "your").

The Company 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. We do not control, operate, own or manage any vehicle, hotel, resort, cruise ship, restaurant or other supplier of services.

PRICE, TAXES & FEES

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. 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.

BILLING & PAYMENTS

As a traveler and parent/guardian, you agree to provide us 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 the cause for immediate and permanent termination of your reservation.

PAYMENT DUE DATES

All of our trips are broken into monthly installments with the balance payment due approximately 60-90 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 Make a Payment tab in their online customer portal. All monthly payments are mandatory, failure to make 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 services you receive.

DATA PRIVACY POLICY

We agree 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 in completing the transaction, or as specifically required by law. We also agree not to disclose this information to any third party other than the financial institution or its designated agent.

PAYMENT METHODS

The Company accepts all major debit and credit cards - Visa, MasterCard, Discover and American Express: If the payment method is 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 receipt will also be sent to the primary email address on file, following any payment made. Unless you opt out of Automatic Payments, we will automatically charge your credit or debit card for the monthly installment as they come due. If for any reason your credit card company or bank refuses to make payment of the amount billed to your credit card, you will be responsible for contacting us to update your card or make manual payments

moving forward. It is your responsibility to make your required payments on time and follow your payment plan. If you fail to do so, your account is subject to cancellation. 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

We reserve 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. We reserve the right to charge a \$75 to \$150 fee to reinstate cancelled reservations. Reinstated delinquent accounts may no longer be entitled to the Early Booking Bonus or extra incentives received at the time of the initial booking.

CANCELLATION OF SERVICES

All cancellation requests must be given in writing to info@breakawaytours.com, info@ceremony.com or info@mtlbreak.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. Fees may be associated with the process of a name change. Within 30 days of departure name change requests are not accepted.

SUPPLIERS

Our package with 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. The Company 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 the acts, omissions or negligence of any of these independent parties.

TOUR PACKAGES

Breakaway Tours 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.

Montréal Break 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.

Ceremony tour packages include the following [unless otherwise stated]: Return Airfare, Hotel Accommodation [number of nights and inclusions as stated], Hotel Transfers, 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.

We reserve 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.

The Company and suppliers reserve the right to cancel a tour or modify the travel service you have purchased by changing the dates or destination, substituting services, varying the itinerary, changing the 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 us and/or passengers. We do not assume responsibility for any claims whatsoever resulting from such substitution.

In the event of postponement, a trip credit for the full value of the trip costs will be offered for future travel for no less than 12 months after the originally scheduled trip.

We reserve the right to change or postpone dates, destination, tour package and/or itinerary whenever, in its judgment, conditions warrant or it is deemed necessary for the convenience, comfort or safety of the tour.

AIR TRANSPORTATION

We use both scheduled and chartered air carriers. The routing may include a stopover or a connection via highway coach or air carrier. In some cases overnight stays in a city that is not your final destination may be required. In this case, we may provide overnight accommodation as part of the package price. It is the sole responsibility of the passenger to reconfirm inbound and outbound flight times with the respective carrier.

Baggage allowances vary and should be verified with the air carrier. Airline tickets state the conditions of carriage and liabilities. Scheduled flight times are not guaranteed and may affect the duration of your stay at the destination without any compensation. Expenses incurred due to delays or missed connections are beyond the control and responsibility of the Company.

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 hotel's discretion a security deposit may be required. We may also require a security damage deposit or the purchase of room damage protection.

We do 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. The Company 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 check-out, 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 code of conduct. Accidental is defined as occurring without intent to damage and is determined by us 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, travelers are billed at the max occupancy of their room category and are responsible for selecting and filling their room. 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, we may 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 us 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. We reserve 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 included in 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 flight trips, the maximum amount of coverage for trip cancellation and/or interruption purposes is \$2500 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 the Company does not control or manage and the Company 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

Travelers are required to have a valid government-issued photo identification for domestic travel, and a valid passport when travelling 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 the necessary travel documents. Please note that entry to another country may be refused even if the required information and travel documents are complete. The Company 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]. The Company does not condone the use of alcohol. Neither the Company 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 our Code of Conduct, Terms & Conditions, and our Waiver & Release Agreement agreeing to the tour rules. Our Code of Conduct, Terms & Conditions, and Waiver & Release Agreement are available on our respective brand page. 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. The use of illegal drugs will result in dismissal from the tour. Neither the Company 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. We 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

The Company 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 the destination, passengers should contact their tour representatives 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 our respective brand office 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 we 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 us stating otherwise. Registered passengers and/or parents/guardians also agree to be contacted by us 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 us or its affiliates shall remain the property of GradCity Travel LLC 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 the Company 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 the Company.

LAWS

Our Travel Terms & Conditions, Traveller Guidelines, and Waiver & Release Agreement constitute the entire legally binding agreement between GradCity Travel LLC operating as 'Ceremony', 'Montréal Break' or 'Breakaway Tours' and the passenger and/or the legal parent or guardian and supersede all prior or contemporaneous communications whether electronic, oral or written. The invalidity of any provision contained herein does not affect the validity of any other provision listed. This agreement shall be governed by, and action against 'Ceremony', 'Montréal Break' or 'Breakaway Tours' shall be heard in the Province of British Columbia. By registering the passenger and/or parent/guardian agrees to the code of conduct outlined below, and acknowledges that they must be signed and given to 'Ceremony', 'Montréal Break' or 'Breakaway Tours'.

Every traveller must sign the Company Traveller Guidelines, Terms & Conditions, and Waiver & Release Agreement agreeing to the trip guidelines. The instructions given by the Company are for the safety of the travellers and must be obeyed at all times. Neither the Company 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. The Company 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 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 TERMS AND CONDITIONS

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Date

WAIVER & RELEASE AGREEMENT

**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: CEREMONY TRAVEL, MONTRÉAL BREAK, or
BREAKAWAY TOURS [GRADCITY TRAVEL LLC],
IT'S HEIRS, ASSIGNS AND AFFILIATES:**

I understand that I have booked with GradCity Travel LLC, carrying on business as Ceremony, Montréal Break or Breakaway Tours (herein referred to as "Company", "Operator", "we", "our", or "us"). I am aware that the Company 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 the Company 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 the Company could result in injury, losses, damages, costs, expenses, delays and/or loss of enjoyment to myself or travelling companions or group members.

I understand that neither the Company nor its 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 the Company 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/ her release and waiver of the Company, It's tour operators and suppliers and for myself my heirs, assigns and next of kin, I release and agree to indemnify the Company, it's tour operators and suppliers from any and all liabilities, incident to this participant of minority age's participation in the tour.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND
INDEMNITY AGREEMENT**

In consideration of Ceremony Travel, Montréal Break or Breakaway Tours [GradCity Travel LLC] agreeing to my participation in the tour package, I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against the Company and to release the Company from any and all liability for any loss, damage, expense or injury, including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the tour package, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, of the Company, it's tour operators and/or it's suppliers, including failure on the part of the Company, it's tour operators and/or suppliers to take reasonable steps to safeguard me from the risks and dangers of participating in the tour;
2. To hold harmless and indemnify the Company, it's tour operators and suppliers from any and all liability for any property damage or personal injury to any third party resulting from my participation in the tour package; and
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

In entering into this Waiver and Release Agreement, I am not relying on any oral or written representations or statements made by the Company in respect to the safety of the tour, other than what is set forth in the Waiver Agreement.

I confirm that i have read and understood this agreement prior to signing it, and I am aware that by signing this agreement, I am waiving certain legal rights which i or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Company, it's tour operators and it's suppliers.

☐ **I HAVE READ AND AGREE TO THE B 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 WAIVER AND RELEASE AGREEMENT**

Parent/Guardian Name (Please Print)

Parent/Guardian Signature

Date