(<u>www.lazopointtours.com</u>)
TERMS AND CONDITIONS

Rev. 01.2025

# By booking our tour, you are deemed to have read, acknowledged, understood, and accepted these Terms and Conditions.

#### **Tour Price and information**

- Tours are operated with a minimum of 36 passengers and 50 for Kenora, and if not filled the trip will be canceled with a full refund.
- Lazopoint Tours reserves the rights to amend any tour price. All tour prices and taxes quotes are subject to change prior to departure if circumstances require. Price increases will not affect passengers who have paid in full at time of booking.
- Tour does not include meals (other than those listed in the tour itinerary) or personal expenses like phone calls.
- Travelers needing special assistance will need to bring a companion who is fully responsible for that person and need to be a fully paid passenger.
- Minors who are under the age of 18 (Canada) 21 (USA) must be accompanied and always supervised by an adult who is a full paid passenger.
- Canada legal drinking age is 18 years old, and U.S.A. legal drinking age is 21 years old.
- We operate on Canada and U.S.A. Public Health Guidelines.
- Although the possession of cannabis is legal in some U.S. states, it remains illegal under U.S. federal laws. Do not attempt to cross the Canada-U.S. border with any amount of cannabis in any form, even if you are travelling to a U.S. state that has legalized possession of cannabis. Cannabis possession remains a federal criminal offence and a controlled substance under U.S. federal law. The U.S. border is governed by federal law. Thus, travellers are prohibited from bringing cannabis or any related products across the border. Read more.... <a href="Are Canadians Who Smoke Pot Allowed">Are Canadians Who Smoke Pot Allowed</a> to Travel to USA? (usentrywaiverlaw.ca)

### Reservations and Payments (deposit and payments are non-refundable)

- A preliminary and estimated quotation will be provided for client consideration.
- Upon review and acceptance, a \$200.00 per person deposit is required when reserving a spot. Once deposit is received a detailed receipt is emailed as deposit invoice.
- Remaining balance is required 45 days prior to departure date, a full paid receipt along with a detailed itinerary will be emailed. A liability waiver will also be attached to your email and will need to be read and signed and returned by email or in person.
- These payments will be accepted by Visa, Mastercard, cash, e-transfer, and debit.

#### **Modifications**

 Package prices have been modified in Canadian dollars however may be subject to change due to currency fluctuation unless paid in full at the time of booking.

#### **Patrons Cancellations**

- Cancellation are non-refundable, however can be transferrable to another person, notice must be withing a reasonable time frame and approved by owner.
- In the case you need to cancel your trip, Lazopoint Tours can offer assistance in re-selling your package, but it is not guaranteed a non-refundable administration fee of \$30 per person will apply.

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### **Company Schedule Changes and Extra Costs**

- Lazopoint Tours reserves the right to make any schedule change which may be necessitated by local conditions, or which may add to the comfort and welfare of the tour.
- Extra costs may be incurred due to interruptions or delays due to weather or other circumstances beyond our control.

#### **Travel Insurance**

- It is recommended that all patrons traveling to the U.S. purchase travel insurance at time of booking.
- Lazopoint tours works with a third party for travel insurance, if needed we can provide a contact service.

#### **Travel Documents**

- Patrons are required to determine what documentation is required to enter the U.S. In the event you do not
  obtain the required documentation and are refused entry into the country of destination, no refunds will be
  made, and travel arrangements will be made in your own discretion.
- For Canadian citizens entering the U.S.A., a valid passport is required.
- Passengers who are not of Canadian citizenship should contact the U.S. immigration Board, a Travellers Visa/ ESTA may be required for entry into the U.S.A., and for re-entry into Canada.
- Please visit these websites for more additional information;
  - o COVID-19 Information Canada U.S. Embassy & Consulates in Canada (usembassy.gov)
  - o COVID-19: Travel, testing and borders Travel.gc.ca
  - o COVID-19: Use ArriveCAN to enter Canada Canada.ca

#### **Transportation**

- Bus Charter includes a non-smoking environment with air-conditioning, washroom on site, reclining seats, seat belts, plug in station and air ride suspension.
- In the interest of fairness passengers travelling single or triple will have to sit with others to accommodate couples. Where two people are traveling separately but sharing a seat, the window seat should be alternated.
- Passengers are limited to one suitcase per person. Tagged luggage will be stored in the baggage compartment of the coach. Luggage dimensions should not exceed 28" x 20" x9" per piece. Maximum weight is 50 pounds.
- Dimensions for carry-on bags should not exceed 9" x15 ½" x 21 ½".

## **Hotel and Services**

- Triple and Quad accommodation include a room with 2 Queen Beds. If a roommate cancels, they have the option to transfer the package to someone else. All roommates will need to agree with the new patron who takes over the spot and be approved by the owners.
- Single passengers may request a traveling companion, however Lazopoint Tours cannot guarantee this request.
- Lazopoint Tours does not room strangers together unless requested and both parties are agreed upon.
- Every effort will be made to provide such hotel and services as listed on your itinerary, but where unavoidable
  circumstances necessitate changes, the best substitution alternatives will be made at the discretion of Lazopoint
  Tours.
- When checking into the hotel you must delegate one person to place a credit card on file for incidental and damages. If no credit card is available to use, a credit card authorization form needs to be pre-applied and sent to the hotel prior to departure.
- Booking U.S.A. hotels with Lazopoint Tours requires to be 21 yeas of age +plus.

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Lazopoint Tours does not have any liability if any damages occur to your room.

### Tips, Taxes, Service Fees

- Today there are frequently service charges and taxes imposed by hotels, suppliers, and governments. These fees and taxes have been included to all packages.
- Tips to your guide and driver are not included and are left to your discretion.

#### **Lazopoint Tours Rights and Responsibilities**

Lazopoint Tours' responsibility is only to supply the services and accommodation and other matters referred to or stated in the itinerary for the specific tour that has been booked and is limited and subject to conditions imposed by any third-party person. Servants and agents and representatives shall not be responsible or liable for any non-performance or misfeasance by any third-party person.

Lazopoint Tours is not responsible for the acts and omissions of any third-party suppliers, their employees, representatives, or agents.

We have production/ social media on board for advertising purposes. If you wish not to be on camera please let your host know.

Lazopoint Tours is not responsible or liable for any lost items, damages, expenses, injury, accident, delays, irregularity, or inconvenience occasioned by or to any person or property, howsoever same shall occur and whether same shall arise from or be occasioned by the agents, employees, or representatives of Lazopoint Tours. In no event will Lazopoint Tours be liable to the passengers or any other person for any indirect, punitive, special, incidental, indirect or consequential damages, even if it is advised of the possibility thereof. Lazopoint tours expressly reserves the right to deny any person as a member of the tour at any time before or during the tour if deems their conduct to be detrimental to or incompatible with the interest, comfort, or welfare of the tour.

The illegality or non-validity of any portion herein shall not affect any other provision. The responsibility or liability of Lazopoint Tours hereunder is expressly excluded for any matter or thing occurring beyond its control. Including without limiting the generality of the foregoing firearm explosions, weather, act of God, accidents, supply, riots, strikes, insurrections, emergencies, catastrophes, government interventions or controls or acts of third parties. The contractual relationship shall be governed and administered by the laws of Province of Manitoba. All disputed shall be arbitrated in accordance with The Arbitration Act of the Province of Manitoba.

### Indemnity

All passengers, and if under 18 parent/guardian of the passenger, hereby agree to indemnify Lazopoint Tours, its employees, agents, and other representatives, from all costs, damage, loss, and injury or loss of life-related to the tour package, or any activity associated with the tour package.

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting. You agree to periodically review the terms and conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

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#### **Cancellation Policy**

Lazopoint Tours reserves the right to cancel tour departures.

- We reserve the right to alter, modify or cancel a tour due to bad weather (SNOWSTORM ROAD CLOSERS), unsafe conditions or if the comfort and security of clients is put at risk in any way.
- When this occurs, route changes and substitutes will be arranged where possible weather permitting.
- A strict cancellation policy will be applicable to reimburse for costs and lost revenue, where applicable Hotel Accommodations and Bus Transportation cost. Game tickets will be your duty to sell or keep consume the loss.
- Covid19 Update; Cancellations made within 24 hours of the specified tour time will not be refunded (Border Closures)
- Refunds will not be granted for any no-show reservations.