

UNGAVA POLAR ECO-TOURS INC.

P.O. Box 1230 Kuujjuaq, QC J0M 1C0

TERMS AND CONDITIONS

As of February 1, 2024

This Contract contains essential information on our tours and on our reservation and refund/cancellation policies.

Please read this Contract carefully before booking your trip to ensure you understand and agree with our terms and conditions. By booking any tour with Ungava Polar Eco-Tours, you agree to respect and be bound by these terms and conditions.

To apply to participate on a Tour offered by Ungava Polar Eco-Tours, all participants are required to provide:

- a) a *deposit* in conformity with section 5;
- b) a complete *Reservation form*;
- c) a signed *Acknowledgement and Acceptance of Risk form* (also known as a liability waiver); and
- d) a signed acceptance of these *Terms and Conditions*.

In addition, all participants must provide *proof of insurance* in conformity with paragraph 8.1.

Unless otherwise authorized by Ungava Polar Eco-Tours, participants must provide all documents at least 90 days before the anticipated start date of their Tour.

Participants are also encouraged to acquire *trip cancellation insurance*. Ungava Polar Eco-Tours is not responsible for any missed flight connections in Montreal.

Ungava Polar Eco-Tours has the right to refuse participation on any tour, without any obligation to refund payments received, if required payments or documents are not received on time by Ungava Polar Eco-Tours.

1. Purpose

1.1 The purpose of this Contract is to set out the terms and conditions for the Participant's participation in a tour (hereinafter referred to as the "Tour") offered by Ungava Polar Eco-Tours.

2. The Tour

2.1 The Participant understands that Ungava Polar Eco-Tours offers ecological tours whose purpose is to appreciate Nunavik's nature in a respectful manner.

2.2 The Participant understands that weather-related delays may cause the Tour to be extended, after it has started, and additional nights spent at the camp or in Kuujjuaq. Ungava Polar Eco-Tours is not responsible for any costs or inconveniences caused by weather-related delays.

2.3 The Participant understands that Ungava Polar Eco-Tours organizes tours during a limited season because of weather conditions and the time required to prepare tours.

2.4 The Participant understands that the Tour is adventure travel, and that adventure travel may require plans to be adapted to environmental conditions or to unforeseen events.

2.5 The Participant understands that the Tour is a shared adventure with other participants and that the majority of activities occur in group settings. Groups are typically ten (10) participants or less to maintain a personalized experience.

2.6 The Participant understands that each Tour involves travel by boat and on small airline-operated aircraft.

2.7 Participating in the Tour will require some physical exertion and the Participant will be performing activities in outdoor conditions.

2.8 The Participant understands that tours occur on Inuit territory and that participants must abide by all applicable laws, as well as any rules and instructions given by Ungava Polar Eco-Tours, or its representatives including staff and guides.

2.9 Ungava Polar Eco-Tours reserves the right to make changes to Tour itineraries, or to substitute types of camp accommodation, modes of transport, or guides for those mentioned on our website or in our literature.

3. Participant requirements

3.1 The Participant must be eighteen (18) years or older to participate, unless otherwise authorized by Ungava Polar Eco-Tours.

3.2 The Participant must be in generally good health to participate:

- a) The Participant must declare any pre-existing health conditions and accurately describe their health profile in the *Acknowledgement and Acceptance of Risk form*;

- b) A Participant with pre-existing health conditions may be refused if Ungava Polar Eco-Tours considers that it would not be able to provide safe Tour conditions to the Participant.
- 3.3 Pets and animals cannot be accepted on a Tour. For reasons, including legal restrictions as well as participant security and safety, this restriction applies to service animals unless authorized in writing by Ungava Polar Eco-Tours.
- 3.4 The Participant must have any required travel documents to board a flight from Montreal to Kuujuaq and back.
- 3.5 The Participant is responsible for obtaining any passports, visas, or travel permits, that may be required.

4. Minors and accompanying adults

- 4.1 At the discretion of Ungava Polar Eco-Tours, a Participant who is a minor aged thirteen (13) years or older may be authorized to participate, provided that:
- a) Their parents or legal tutors provide their consent;
 - b) They are accompanied by an adult – a person eighteen (18) years or older – who is designated and authorized to accompany the minor by their parents or legal tutors.
- 4.2 The accompanying adult is responsible for securing any other consents permits, or approvals that may be required by law for a minor Participant to participate on the Tour.
- 4.3 Parents or legal tutors expressly accept these terms and conditions on the behalf of the minor, including all assumptions of risk and limitations of liability.
- 4.4 The accompanying adult on tour with a minor is solidarily responsible for the behaviour and well-being of the minor.
- 4.5 Ungava Polar Eco-Tours is not responsible for any fees or losses incurred due to any failure on the part of an accompanying adult to secure any necessary consents, permits, or approvals.
- 4.6 The accompanying adult assumes full responsibility for supervising and monitoring the minor at all times. Ungava Polar Eco-Tours, staff and guides are not responsible for supervising or controlling minors.

5. Reservation, Deposit and Final Payment

- 5.1 The Participant is required to provide Ungava Polar Eco-Tours with a single deposit equal to 20% of the Tour cost at the time of booking.
- 5.2 The remaining balance of 80% of the Tour cost is due 30 days prior to the start of the Tour.

5.3 For the purposes of payment and cancellation deadlines, the Tour is deemed to start at the time that the Participant's flight from Montreal is scheduled to depart for its final destination in Kuujuaq.

5.4 If the final payment is not received 30 days prior to the start of the Tour, Ungava Polar Eco-Tours reserves the right to cancel the Participant's reservation and withhold the return of all payments received.

5.5 If a booking is made less than 30 days prior to the start of the Tour, then payment in full is required at the time of booking.

5.6 Payments by the Participant must be made through one of the following methods, unless otherwise specified in writing by Ungava Polar Eco-Tours:

- Credit card (Visa or MasterCard);
- Electronic money transfer; or
- Wire transfer.

5.7 Tour costs do not include additional costs that may arise from the delay or extension of a Tour due to weather, political disputes, trip interruption, illness, transportation failure or other causes beyond our control. The Participant authorizes Ungava Polar Eco-Tours to charge such additional costs to their credit card if they are not otherwise settled prior to the end of the Tour.

5.8 Reservations are non-transferable. The Participant who agrees to the terms and conditions in this Contract must be the same person who participates on the Tour.

6. Acceptance of reservation and invoice

6.1 To apply to participate on a Tour, each Participant must provide the following to Ungava Polar Eco-Tours:

- a) a *deposit* in conformity with section 5;
- b) a *Reservation form*;
- c) an *Acknowledgement and Acceptance of Risk form* (also known as a liability waiver); and
- d) a signed acceptance of these *Terms and Conditions*.

6.2 Unless otherwise authorized by Ungava Polar Eco-Tours, Participants must provide all documents at least 90 days before the anticipated start date of their Tour.

6.3 Ungava Polar Eco-Tours will confirm the acceptance of a reservation in writing.

6.4 Ungava Polar Eco-Tours will provide the Participant with a reservation invoice indicating the dates of their Tour, as well as any specific inclusions/exclusions related to their Tour and associated travel.

7. Cancellation and refund

7.1 Cancellation by the Participant

7.1.1 All requests for cancellations must be sent in writing by email with the subject line “Cancellation Request” to: info@ungavapolarecotours.com. Cancellation requests must specify the Participant’s name and the dates of the Tour. If the Participant does not receive a response within 10 days, the Participant should send another email or call Ungava Polar Eco-Tours to confirm the cancellation.

7.1.2 Cancellation requests must be made as soon as possible.

7.1.3 The Participant understands that Ungava Polar Eco-Tours spends months preparing for each tour.

7.1.4 Payments, including deposits, are refundable provided that the cancellation request is received at least 60 days prior to the start of the Participant’s Tour. If the Participant cancels less than 60 days, but more than 30 days prior to the start of the Participant’s Tour, then Ungava Polar Eco-Tours shall retain their 20% deposit.

7.1.5 If the Participant cancels less than 30 days prior to the start of the Participant’s Tour, then Ungava Polar Eco-Tours shall retain their 20% deposit and 95% of other payments received as a cancellation fee.

7.1.6 No exceptions to these terms will be made for cancellations made due to personal illness, or any other reason which may prevent the Participant from taking part in the Tour. It is the Participant’s responsibility to acquire cancellation insurance covering such situations.

7.2 Cancellation by Ungava Polar Eco-Tours

7.2.1 Ungava Polar Eco-Tours reserves the right to cancel the Tour prior to the start of the Tour for reasons that may include insufficient registration or logistical problems.

7.2.2 If the Tour is cancelled by Ungava Polar Eco-Tours before it has started, then the Participant may request to transfer to another Tour or request a refund of all payments in full.

7.2.3 In no event shall Ungava Polar Eco-Tour’s liability exceed the obligation to refund the amount paid to Ungava Polar Eco-Tours by the Participant. In particular, Ungava Polar Eco-Tours is not responsible for expenses incurred by the Participant in preparation for the Tour (including non-refundable air tickets, visa fees, or gear or equipment purchases) or for any other inconveniences caused by a cancellation.

7.2.4 In rare cases, Ungava Polar Eco-Tours may need to suspend or cancel the Tour after it has started. Ungava Polar Eco-Tours’ reasons to end a tour early may include reasons related, but not limited, ensuring the safety or security of participants, medical emergencies, deteriorating ice conditions, inclement weather, logistical issues, mechanical failures, unsafe environmental conditions, or due to superior force.

7.2.5 If Ungava Polar Eco-Tours cancels a Tour after it has started, Participants on the Tour shall be eligible for a *pro rata* refund for the number of days by which the Tour was shortened. The *pro rata* refund calculation does not apply to the deposit under section 5.1, which is not refundable.

8. Insurance for Tour cancellation, travel and medical

8.1 Ungava Polar Eco-Tours does not necessarily carry health, life, property or injury insurance for our participants. It is your responsibility to ensure that your medical insurance covers you for life and health care risks while on a Tour. In addition, your insurance should provide for transport to your home country or province. Ungava Polar Eco-Tours requires Participants to provide proof of medical insurance that includes sufficient emergency evacuation coverage.

8.2 Ungava Polar Eco-Tours assumes no liability for the provision of medical care and will not pay for any expenses incurred for medical reasons. Participants must be in good general health to participate in our Tours. Anyone with medical problems or restrictions must make them known to us well in advance of the trip.

8.3 Ungava Polar Eco-Tours may require Participants to provide a medical release or medical certification.

8.4 Ungava Polar Eco-Tours has the right to remove any participant from the Tour at any time if, in its judgment, it is medically necessary to do so. No refunds will be made under such circumstances.

8.5 Ungava Polar Eco-Tours strongly encourages all Participants to book refundable airline tickets and to acquire trip cancellation insurance. Events beyond the control of Ungava Polar Eco-Tours or due to superior force may prevent a Participant from arriving as scheduled. Due to the complex nature of our Tours, we cannot guarantee that a Tour will be delayed or extended to accommodate late arrivals or travel complications. No refunds or credit will be provided.

9. Termination or removal of the Participant from the Tour

9.1 If the Participant fails to respect their obligations under this Contract, Ungava Polar Eco-Tours retains the right to unilaterally terminate their participation in the Tour and retain all payments received.

9.2 In particular, Ungava Polar Eco-Tours reserves the right to require the Participant to withdraw from the Tour at any time if staff or guides deem the Participant's acts or conduct to be:

- a. detrimental to or incompatible with the interest, harmony, comfort or welfare of the Tour;
- b. placing the person's own health or safety at risk;
- c. reckless in approaching any wildlife;

- d. detrimental to the health, safety, security, enjoyment or well-being of other Tour Participants;
- e. detrimental to the fauna or flora;
- f. detrimental to the land or Inuit land users; or
- g. an illegal act.

9.3 Any expenses incurred because of the Participant's removal from the Tour will be the responsibility of the Participant.

10. Inclusions and Exclusions

10.1 Accommodations and amenities

- 10.1.1 Ungava Polar Eco-Tours will provide the Participant with shelter during the Tour.
- 10.1.2 Shelters are generally double-occupancy, so the Participant will generally share their shelter with one other participant.
- 10.1.3 The Participant will have access to a dining room shelter where they may eat.
- 10.1.4 The Participant must grant access to their shelter to Ungava Polar Eco-Tours staff or guides if asked.
- 10.1.5 Ungava Polar Eco-Tours is entitled to enter the Participant's shelter to carry out any necessary inspection, maintenance, or repair work or for any related purpose.
- 10.1.6 The Participant may communicate with Ungava Eco-Tours to obtain greater information on the amenities that will be available during their Tour.

10.2 Meals

- 10.2.1 Each Tour includes meals.
- 10.2.2 Ungava Polar Eco-Tours will do its best to comply with dietary restrictions or allergies. The Participant must advise Ungava Polar Eco-Tours of any dietary restrictions or allergies at the time of booking or as soon as possible thereafter.

10.3 Luggage

- 10.3.1 The Participant is allowed to carry with them one (1) ordinary piece of luggage and one (1) sports bag.
- 10.3.2 Ungava Polar Eco-Tours will provide the Participant with further details concerning the dimensions and weight limits allowed.

10.4 Boat, bike and ATV Tours

- 10.4.1 Ungava Polar Eco-Tours may offer boat, bike or ATV (all-terrain vehicles) tours during the Tour.
- 10.4.2 Boat, bike and ATV tours may be unavailable due to weather conditions, mechanical failures or other similar situations.
- 10.4.3 The Participant must be 18 years of age or older to drive an ATV.
- 10.4.4 Participants understand that safety is an absolute priority when participating in such activities.
- 10.4.5 When participating in any boat, bike, or ATV activities, the Participant must strictly follow all directives and rules communicated by Ungava Polar Eco-Tours staff and guides. This will include, for example, wearing a lifejacket at all times during water or boating activities.
- 10.4.6 Failure to comply with rules or directives may result in the Participant being barred from using boats, bikes or ATVs.

10.5 Prohibited material and activities

- 10.5.1 Illegal substances and drugs, animals, drones, and firearms are prohibited.
- 10.5.2 Fishing and hunting are prohibited during the Tour.
- 10.5.3 Participants must request permission before taking photos of staff, guides or other participants.
- 10.5.4 Ungava Polar Eco-Tours and any staff or guide may specify other materials or activities which are prohibited. The Participant must comply with any additional directives they are given.

10.6 Images and Wildlife

- 10.6.1 Marketing materials contain photographs that depict typical locations, scenes and wildlife that may be viewed on the Tour. However, imagery may not be a specific representation of the equipment used, wildlife that will be seen, or weather conditions that may be experienced.
- 10.6.2 Sightings of wildlife on the Tour can vary and are not guaranteed.
- 10.6.3 Sightings of the northern lights on the Tour can vary and are not guaranteed.

11. Use of Images

11.1 The Participant acknowledges that, as a normal part of its business, Ungava Polar Eco-Tours produces photographic and video recordings of its Tours which it may use in advertising and promoting its products.

11.2 The Participant consents to the making of photographic and video recordings (“images”) including the Participant’s appearance and voice, while the Participant is on the Tour, and grants to Ungava Polar Eco-Tours the right to use such images and any copies or derivative works for promotional and other commercial purposes.

11.3 The Participant releases and assigns to Ungava Polar Eco-Tours any right or interest that they may have in images taken by Ungava Polar Eco-Tours or its employees or agents that include the Participant’s appearance or voice. The Participant waives any rights over such images including rights to compensation, rights to privacy or copyright, and rights to review or approve the use of such images.

12. Waiver of liability and acceptance of risks

12.1 The Participant agrees to complete and submit an *Acknowledgement and Acceptance of Risk form*, also known as a liability waiver, at the time that they reserve their Tour.

12.2 The Participant understands that adventure travel involves risks and hazards in remote areas where access to services is limited. These risks may result in property loss, illness, injury, permanent disability, and death. The Participant accepts and assumes full responsibility for the risks and uncertainty involved in the Tour as being an integral part of the Tour. The risks inherent to the activity in which the Participant will participate are, in particular, but not limited to:

- a) Injuries due to falls or other movements, (sprain, strain, fracture, etc.);
- b) Injuries with blunt or sharp object (branches, material, etc.);
- c) Cold or hypothermia;
- d) Injuries resulting from accidental or other contact between individuals;
- e) Food allergy;
- f) Encounter with wildlife such as polar bears;
- g) Contact with water or drowning (during water activities or near a watercourse); and
- h) Burns and/or other heat induced injuries.

12.3 The Participant understands that medical services or facilities may not be readily available or accessible during the Tour. The arrival and provision of emergency medical services may be delayed for reasons related to weather or distance.

12.4 The Participant must play an active role in risk management by adopting a preventive behaviour regarding their own safety and the safety of other participants.

12.5 The Participant must not be impaired under the influence of drugs or alcohol for the entire duration Tour.

12.6 The Participant authorizes Ungava Polar Eco-Tours and its representatives to seek and obtain emergency medical assistance on the Participant's behalf if doing so is, in their reasonable judgment, necessary. The Participants agrees to pay for the costs of any such services. For example, in some cases, a medical evacuation by helicopter may be necessary and the Participant agrees to assume all related costs.

12.7 The Participant is advised to consult a medical professional to confirm their fitness before participating on a Tour.

12.8 Ungava Polar Eco-Tours purchases services from various third parties (such as airlines) that are not subject to its control. Ungava Polar Eco-Tours is not responsible for any act, default, injury, expense, damage, or inconvenience caused by its third-party suppliers.

12.9 To the fullest extent permitted by law, the Participant shall release Ungava Polar Eco-Tours and its employees and representatives from any liability for losses or damages to person or property which occur during the Tour.

13. Personal information

13.1 By reserving a Tour, the Participant understands that they will have to provide Ungava Polar Eco-Tours with certain personal information, including medical information, required for participation on the Tour.

13.2 The Participant agrees that Ungava Polar Eco-Tours may share personal information with third parties with which Ungava Polar Eco-Tours does business (for example, with airlines in order to book flight tickets) when required as part of the Tour planning process.

13.3 Ungava Polar Eco-Tours respects applicable laws in force in the province of Quebec regarding the protection of personal and confidential information.

14. Quebec law and courts

14.1 This Contract is governed by the laws in force in the province of Quebec.

14.2 Any dispute or claim related to this Contract or to a Participant's reservation or participation on a Tour is subject to the exclusive jurisdiction of the courts of Quebec.

15. Modifications and interpretation

15.1 Ungava Polar Eco-Tours reserves the right, at its sole discretion, to update, revise, supplement, replace or otherwise amend all or any of the terms and conditions set out in this

Contract. Ungava Polar Eco-Tours will promptly notify the Participant of any such amendments.

15.2 The parties agree that the present agreement constitutes their entire agreement and rescind any agreements, promises, discussions that may have taken place prior to this agreement.

15.3 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

16. Voluntary Participation

16.1 The Participant acknowledges that they have voluntarily applied to participate on this Tour and that they have read the Tour description and these terms and conditions, including the cancellation and refund policy.

16.2 The Participant understands that there are hazards to participating in remote adventure tourism and accepts the risks involved in participating on this Tour.

17. Language

17.1 The Participant confirms that they have been presented with a French version of this Contract for their review. It is the Participant's express wish that this Contract and all documents and agreements directly or indirectly relating to it be drawn up in English. / *Le Participant confirme qu'une version française du présent Contrat lui a été présentée pour examen. Le Participant souhaite expressément que le présent Contrat et tous les documents et accords qui s'y rapportent directement ou indirectement soient rédigés en anglais.*

The **Participant** hereby applies to participate on a Tour offered by Ungava Polar Eco-Tours Inc. and agrees to be bound by this Contract and all its terms and conditions.

Signature: _____

Date: _____

Name (print): _____

Address: _____

Phone: _____

Email: _____

If the Participant is a minor (less than 18 years of age), the **Participant's parents or legal tutors** hereby consent to the Participant's participation on a Tour and agree to be bound by this Contract and all its terms and conditions:

Signature: _____

Date: _____

Name (print): _____

Address: _____

Phone: _____

Email: _____

The **adult accompanying the minor Participant** on the Tour (if not the parent or legal tutor above) also agrees to be bound by this Contract and all its terms and conditions:

Signature: _____

Date: _____

Name (print): _____

Address: _____

Phone: _____

Email: _____