

# SERVICES AGREEMENT

I/We \_\_\_\_\_ here after named Customer, agrees to follow all instructions given to me by the Wagon Master. The Customer agrees not to break the harmony in the caravan and to be courteous to his fellow travellers. Breaking this agreement will be considered a breach of contract. The Customer(s) agrees to obtain and have in his possession all the documents needed for the trip (passport, visa, vehicle permits, etc.). The Customer(s) is responsible for is/their personal behaviour, actions, driving infractions, insurance, mechanical maintenance of is/their vehicles, and group cooperation. Pierre Blais or is representative (Wagon Master) here after named the supplier reserve the right to choose which participant(s) will take part in the tour, they also reserve the right to decline to retain any tour participant as a member of the caravan in the best interest of the other tour participants. Final Payment (balance) must be received prior to closing date or your reservation and deposit are both forfeited. No refund will be made in the case of an overdue final payment resulting in a forfeited deposit. There are no partial refunds if you decline to participate in any of the scheduled events or activities. Please note for the purpose of this service agreement, the customer recognises that this agreement will adhere to the laws of Ontario, Canada (townships of Prescott Russell).

## Conditions

I Pierre Blais or my representative (Wagon Master) here after named the supplier agrees to the following, to furnish to the Customer a guide service in Mexico, from one campground to another, depending on the itinerary chosen and to serve as an intermediary between the Customer and the Mexican suppliers. The itineraries and cities mentioned in our pamphlets are subject to change and should never be a determining factor for making your reservations. The itinerary and fees for the tours (cities and/or outings) are subject to cancellation and/or change without notice if it becomes advisable to do so for the comfort, safety or well being of any participant. Such alterations may include, without limitation, withdrawing or substituting scheduled activities. Any such alterations may be made without penalty or loss to Pierre Blais or compensation to the Customer(s). We reserve the right to cancel any scheduled Caravan tour prior to departure. In this event, 100% of all funds received by Pierre Blais will be refunded. The representative or supplier will not be held responsible for the non-execution of his obligations due to circumstances beyond his control. Leaving the caravan without the written permission of the wagon master or not following the caravan on the road from one campground to another will be considered a breach of contract. If the Customer breaches his contract, he will be asked to leave the caravan and Pierre Blais will not reimburse this Customer. A Customer refusing to follow the instructions given by the Wagon Master, will be given one warning, if the problem reoccurs, the Customer will be asked to leave the caravan without any reimbursement of any kind. **All deposits are non-refundable. Purchase of cancellation insurance is the customer's responsibility.**

## Waiver of Liability

In consideration for being allowed to participate in this caravan or sponsored events, tours or functions, the undersigned Customer agree to hold harmless and indemnify Pierre Blais and his wagon masters, employees, agents, operators, contractors, officers from any and all claims, demands, damages, expenses and any other liability for injury, death, damage, loss or liability of any kind arising out of/or resulting from participation in a caravan event, tour, or function. Meanwhile as it is impossible to have a direct control on these organisations, the representative (wagon master), will not be held liable for errors, negligence or omissions in claims due to loss, damage, punctuality, sickness, injuries, loss of pleasure, anxiety, caused by: the Wagon Master, tourist bureau, banks, mechanical break downs, quarantine, political upraises, weather conditions, or all other reasons beyond our control. The representative or supplier will not be held responsible if the Customer does not wish to continue or cannot continue the trip for reasons such as mechanical break downs, lack of services or problems with the law of the country, material damages, loss or theft, bodily injuries, sickness, physical or psychological problems, stress, irreconcilable differences, conflicts of any kind, inconveniences or death, including tropical disease, food poisoning, accidents, fire, loss of pleasure, changes to the itinerary or to destinations, premature end of the tour due to any conflict, war, political troubles, terrorism, etc. in these cases there will be no reimbursement. All expenses such as visits, camp grounds, government fees, bridge and road tolls and permits related to the plan chosen will be paid by the Customer. The Customer grant full permission to any and all foregoing use of his/her likeness, including photographs and videotape for publicity and advertising purposes without compensation. By accepting the tour and making the deposit and by signing below I acknowledge, understand and accept all the terms and conditions of this Agreement.

**Date:** Day: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

**Signatures:** Driver \_\_\_\_\_

Partner \_\_\_\_\_