



CRUISE RESERVATION FORM

Call **1-800-561-5767** to **Fix Date**
and **sign** the **Terms and Conditions** on page 2 before mailing form.

CRUISE DATE _____ **OCCUPANCY** Double ____ Single ____

OCCUPANT ONE Name _____ Phone _____

Mailing Address _____

Email Address _____

OCCUPANT TWO Name _____ Phone _____

Address (if different) _____

Email Address (if different) _____

Terms and Conditions

Ontario Waterway Cruises Inc. reserves the right to cancel any cruise or to change without prior notice, the cruise route, cruise location, boarding location, itinerary, schedule, location of overnight stops, tours, excursions or accommodations and to commence, conclude or continue the cruise by bus at any time for reasons of inclement weather, canal congestion, mechanical failure, order of government authority, labour disputes, acts of God or any circumstances beyond the control of the cruise operator without obligation or liability to the passenger. As stated in our cancellation refund plan (which forms part of these Terms and Conditions), a partial refund of fare in the event of the cruise being cut short will be made for unused full days. All monies paid toward the passage fare will be refunded without interest if the entire cruise is cancelled by Ontario Waterway Cruises Inc.

Ontario Waterway Cruises Inc. reserves the right to decline any person as a passenger at any time before or during the cruise should such person's health or presence be determined as detrimental to the interest, comfort and enjoyment of the other cruise passengers or present undue problems for the crew. Such determination is the absolute discretion of Ontario Waterway Cruises Inc. staff or representative and there shall be no refund or partial refunds payable in this circumstance.

While our cancellation refund plan provides cover for certain applicable medical cancellations prior to departure, there is no provision for any refund of fare for a passenger who becomes ill during the cruise and is unable to complete the cruise. In this regard, the purchase of additional third party travel/medical insurance may provide some benefit.

The ship does not staff a doctor or a nurse and is not equipped with a pharmacy. All passengers must bring sufficient medication to last the duration of their cruise. Non-residents should ensure they have adequate health insurance for traveling to Ontario. Passengers with special dietary needs or limited mobility must advise Ontario Waterway Cruises Inc. at the time of booking to determine if the ship's facilities and cooking staff will be able to meet their needs. The ship is not wheelchair accessible. Please refer to our Accessibility Customer Service Policy at www.ontariowaterwaycruises.com

It is expressly understood and agreed by all passengers that Ontario Waterway Cruises Inc., their operators or agents shall not be held responsible for –

1. any delays, misconnections, loss, damage, death or injury to persons or property, or for mechanical defects or failures however caused, or for any substitution of carrier equipment beyond the control of the cruise operator or for any additional expenses occasioned thereby.
2. any inconvenience, loss of enjoyment, upset, disappointment, distress, or frustration whether physical or mental however caused.

...continued on page 2

3. any additional costs incurred such as additional transportation and accommodation costs or any ancillary loss sustained such as flight or train cancellations as a result of a cruise cancellation, cruise route or cruise location change, boarding location change or delays of cruises caused by inclement weather conditions, acts of God, or any other event including mechanical failure, which result in one or more persons being unable to board, continue or complete the cruise through no direct fault of the cruise operator.
4. any delays, misconnections, loss, damage, death or injury to persons or property arising out of the acts, omissions or negligence of any other party which provides accommodation, foodservice, transportation, entertainment or any other service to passengers.

Any hotel or restaurant recommendations, directions or any other transportation arrangements such as calling a taxi or ambulance are made solely for the convenience of the passengers and on the condition that such recommendations are at passengers' own risk and expense. Passengers are advised to confirm all arrangements directly with the provider.

Where a passenger suffers any losses not excluded by the Terms and Conditions herein and the loss does not arise from personal injury or death attributable to negligence on the part of Ontario Waterway Cruises Inc., compensation for any losses shall be limited always to the amount of monies paid by the passenger for the cruise without interest.

Fares will not be reduced for services or portions of the cruise declined by the passenger. The reservation may not be transferred to any other person in the event of the passenger declining to or being unable to complete the entire or any part of the cruise.

Ontario Waterway Cruises Inc. has the right to utilize any photo, video, recorded audio or comments of any passenger for the sole purpose of promoting its cruises by way of any advertising media including printed brochures without any claim from or compensation to any passenger or related persons who may or may not be identified in such materials. The use of these materials to represent Ontario Waterway Cruises Inc. and its cruises does not create any warranty or obligation with respect to how any passenger or related persons are depicted or represented therein.

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

These Terms and Conditions constitute the entire agreement among the parties and contain all of the representations and warranties of the respective parties. There are no verbal representations or warranties among the parties of any kind. These Terms and Conditions may not be amended or modified in any respect except in writing and signed by both parties.

These Terms and Conditions may be assigned by Ontario Waterway Cruises Inc. but shall not be assignable by any passenger and shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

If any provision of these Terms and Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

I/we hereby confirm that for good and valuable consideration, I/we have read, agreed to and accept these Terms and Conditions.

Signed on _____ [DATE] by **both** passengers if sharing a cabin:

Printed Name:

Signature:

Printed Name:

Signature:

Enclosed is a \$200. Deposit per person per cruise (this includes the cancellation refund plan)

NOTE: When booking less than 60 days prior to the CRUISE DATE, the total fare must be submitted.

MAIL TO: Ontario Waterway Cruises Inc. PO BOX 6 ORILLIA, ON L3V 6H9