

Waiver and Release of Liability

To ensure you are informed and aware during your travels overseas, please take the time to read and understand the terms and language of this Waiver and Release of Liability set out below prior to booking a Tour with us.

You acknowledge that Doctors-on-Tour and on-Tour (being operating brands of Britcan International Consulting (B.I.C.) Inc. and being hereafter referred to collectively as DOT/OT/BIC) provides travel services and organizes educational travel tours (the "Tour/Tours") to remote areas of the world and these tours require self-responsibility for each traveler's personal safety, health and life. You acknowledge that you have voluntarily chosen to participate in the provided and agreed upon itinerary, arranged by DOT/OT/BIC.

You are aware and acknowledge that foreign travel has certain risks and dangers. The travel itself, and the participation in travel activities such as wildlife viewing, hiking, trekking, boating, bicycling, visits to cultural and historical sites, snorkeling, beach activities, swimming, diving, sightseeing and all other activities involve risks and dangers, some of which can be foreseen and some of which cannot be foreseen. You are aware of the risks and dangers and accept them.

You understand that this Waiver and Release of Liability cannot include all of the possible risks and dangers that you may experience on a Tour in an undeveloped foreign country. You acknowledge that the enjoyment of foreign travels which take you outside of the safety of your home and home country are, in part, the reason for your participation in such travel.

As well, you are aware and acknowledge that travel in undeveloped foreign countries is in remote areas without access to adequate medical facilities or doctors. Inherent risks of illness, including but not limited to malaria, may result from travel in undeveloped foreign countries. You understand that medical evacuation, if available and necessary, is difficult, expensive, and time-consuming. You assume responsibility for payment of any medical evacuation expenses incurred if you become injured or ill. You also assume responsibility for prevention of malaria or other illness particular to the geographic area you will be traveling in.

You understand that undeveloped foreign countries do not have the same level of infrastructure that exists in your home country. As well, you acknowledge that there are great differences in sanitation facilities, hygiene, timeliness, quality requirements, political stability, and business practices in undeveloped foreign countries. You understand that travel in remote areas and in undeveloped foreign countries involves a degree of risk that does not normally exist in your home country. Some, but not all, of the risks and hazards that I may encounter include injuries from wild or domestic animals, road and traffic hazards, crime, operation and maintenance of vehicles, hazards on property or in buildings, water hazards, fire hazards, and other hazards.

You expressly acknowledge and agree that foreign travel, including the DOT/OT/BIC Tour in which you are participating, can be dangerous and involve serious and unpredictable risks of bodily injury, property damage, and possibly death and that you intend the foregoing waiver and release of DOT/OT/BIC to be as broad and inclusive as permitted by law. You also acknowledge that you are not relying on any oral or written representation of DOT/OT/BIC regarding safety, and that you are entering this agreement of your own free will.

You agree to take full responsibility for your own welfare and the welfare of any minor dependents traveling with you.

You hereby state that you have your own health insurance for traveling abroad, that you are in good physical condition, and that you have been advised by DOT/OT/BIC to seek the advice of your doctor concerning vaccinations, medication and the medical and health risks associated with this particular Tour. You acknowledge that DOT/OT/BIC strongly advises that you take out tour cancellation/interruption insurance and that it is your responsibility to obtain the insurance.

You acknowledge that you are responsible for obtaining any passports, visa, health certificates, travel insurance or other travel documentations that are required or recommended for your travels. Your passport will be valid for the appropriate amount of time and have the appropriate amount of blank pages required by the countries that you are visiting.

You acknowledge that the Canadian government may issue official travel advisories related to travel to the destination(s) that is/are being arranged by DOT/OT/BIC and that you have reviewed the Canadian government website which lists any such travel advisories at <https://travel.gc.ca/> in order that you are aware of any advisories that may be in place at either the time of booking your travel arrangements or at the actual date of travel. If any such advisories are in place, you acknowledge that you have decided to travel in full knowledge of any advisory and any risks that may be incurred due to travelling to a destination where a travel advisory is in place.

To the maximum extent permitted by law, each traveler on this booking (as identified by those travelers listed on the Registration Form submitted by you to request your participation in the Tour) agrees not to hold DOT/OT/BIC its owners, employees, agents, or representatives liable (whether in contract tort or otherwise), for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by DOT/OT/BIC, or any person or company which provides goods or services in connection with a DOT/OT/BIC Tour, except to the extent that such loss or damage is incurred as a direct result of the fraud or wilful misconduct of DOT/OT/BIC.

Moreover, each traveler on this booking agrees to assume all risks pertaining to travel, agrees not to sue DOT/OT/BIC and agrees to hold DOT/OT/BIC harmless, regarding any personal injury or property damage arising out of travels with DOT/OT/BIC. This Waiver and Release of Liability includes any and all claims for personal injury or property damage whether arising in tort, negligence, contract, equitable claims or any other legal claim under statute or common law. Neither, DOT/OT/BIC., nor its agents, shall be responsible for circumstances arising as a result of Acts of God; war; military, political or terrorist action; civil disturbances or insurrection; riot; blockade or embargo; delays and expenses arising from quarantine; detention; fire; explosion; breakdown; union dispute, strike, lockout or other labor disputes or disruptions; theft, pilferage, crimes against persons; earthquake; epidemic, pandemic or other health emergency; flood; windstorm or other extreme weather event; wildlife behaviors; lack or failure of courses of supply; passage of any law, order, proclamation, regulation, restraint, restriction, ordinance, demand, requisition or requirement or any other act of any government authority; failure of any means or conveyance to arrive or depart as scheduled, or discrepancies or changes in transit over which there is no control.

Where the law implies a warranty with respect to a component of one of the travel Tours offered by DOT/OT/BIC which may not lawfully be excluded, the liability of DOT/OT/BIC for breach of such a warranty will be limited to either supplying the services again or payment of the cost of having the services supplied again.

You agree to indemnify DOT/OT/BIC against all losses, claims actions, proceedings, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with your access or use of a Tour offered by DOT/OT/BIC, this includes your delegate's access or use of the Tours except to the extent that such loss or damage is as a direct result of the fraud or wilful misconduct of DOT/OT/BIC.

This Waiver and Release of Liability protects DOT/OT/BIC from all claims related to any epidemics and/or pandemics including, but not limited to, COVID-19. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Public Health Agency of Canada, senior citizens and travelers with underlying medical conditions are especially vulnerable. In choosing to travel with DOT/OT/BIC, you voluntarily assume all risks related to exposure to COVID-19.

DOT/OT/BIC contracts with a network of Third Party Suppliers, ie., airlines, tour operators, ground handlers, accommodation providers, cruise companies, activity providers, coach and transfer companies, car rental companies, tour and local guides, government agencies, and other independent contractors and individuals to provide you with the travel services and other services you purchase as agent for these third parties. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although DOT/OT/BIC take all reasonable steps to select reputable Third Party Suppliers, DOT/OT/BIC cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers may be subject to the terms and conditions imposed by these Third Party Suppliers. Due to the nature of some of the Tours offered, in addition to this Waiver and Release of Liability, you may be required to sign and submit a separate waiver, different terms and/ or a release form to a Third Party Supplier who is assisting to operate your Tour. To the extent there are any inconsistencies between the terms of this Waiver and Release of Liability and any supplemental waiver, the terms of this Waiver and Release of Liability shall prevail and supersede any supplemental waiver. DOT/OT/BIC reserve the right to deny participation to you if you have not signed a waiver. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and DOT/OT/BIC does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction. DOT/OT/BIC are not responsible for the acts and omissions, whether negligent or otherwise, of these Third Parties Suppliers. Any disputes between you and any third party, are to be resolved solely between you and that party.

DOT/OT/BIC shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by DOT/OT/BIC nor for any intentional or negligent acts of employees of DOT/OT/BIC committed while off duty or outside the course and scope of their employment.

The entire terms of this Waiver and Release of Liability applies not only to DOT/OT/BIC, but also to its owners, employees, agents, or representatives.

If any part or portion of this Waiver and Release of Liability should be declared unenforceable by operation of law, then it is agreed that those portions which remain enforceable under law shall remain in full force and effect.

It is further agreed that any controversy or claim arising out of participation in a DOT/OT/BIC Tour and/or this Waiver and Release of Liability which cannot be resolved amicably, will be brought within the applicable statutes of limitation of the Province of Ontario. The travelers further consent to the jurisdiction of the Province of Ontario or Federal Courts of Canada as well as application of the laws of Ontario to any claim or controversy.

Voluntary Execution:

Your acceptance of this Waiver and Release of Liability through checking off the acceptance box on our Registration Form certifies that you have carefully read, thoroughly understand and accept the terms and language of this Waiver and Release of Liability on behalf of yourself and all other Tour participants listed on the Registration Form.

On the advance of a deposit, or full payment, to DOT/OT/BIC, you, your family and heirs agree to be bound by this Waiver and Release of Liability with such agreement also extending to all other Tour participants (and their family and heirs) listed on the Registration Form as you are accepting this Waiver and Release of Liability on their behalf.

You (and the other Tour participants listed on the Registration Form) understand that this is a legally binding and enforceable contract and accept it of your own free will. The consideration for this legally binding and enforceable contract is the Tour / Tours and travel itinerary provided to you by DOT/OT/BIC.