



The booking of this trip with the **Greek Students' Association (GSA)** of the University of Toronto St. George (UoT) and Scarborough (UTSC) campuses, involves an agreement between the signor of this Reservation Form (hereinafter the "Passenger") and where the Passenger is under the age of 18, the agreement includes the Custodial Parent or Legal Guardian who signs this Reservation Form, and the Suppliers. The Suppliers are independent parties, over which the GSA's Executive Council exercises no control. The travel services and other services provided are subject to the conditions imposed by the Suppliers and their liability is limited to tariffs, condition of carriage, tickets and vouchers and international conventions and agreements. The Passenger acknowledges and agrees that the GSA of UoT and UTSC is not in any way liable for personal injury, property damage, inconvenience, loss of time, or loss arising out of fact, omission, or negligence of any direct air carrier, motor coach company, hotel or any other Supplier in conjunction with the Trip. Furthermore, the Passenger acknowledges and agrees that the GSA of UoT and UTSC is not in any way responsible for any injury, damage, or loss due to reason of theft, accident, mechanical breakdown, any Supplier in conjunction with the Trip. The GSA of UoT and UTSC along with their officers, directors, volunteers, members, and representatives (hereafter to as "the Organizers") are not responsible for any injury, loss, or damage of any kind sustained by any person while participating in the Montreal Trip, including injury, loss or damage which might be caused by the negligence of the Organizers. We are not a "Travel Agent", "Travel Wholesaler" but instead are organizing a private trip on behalf of the Greek Students' Association at the University of Toronto St. George and Scarborough campuses. **When booking the Trip the permission and signature of a custodial parent/guardian is required if the Passenger is under 18 years of age.**

ROOM OCCUPANCY POLICY: It is the responsibility of each Passenger to fill his/her room to the specified occupancy based on price. The GSA of UoT and UTSC are not responsible for finding roommates. If a cancellation by one or more Passengers changes, the occupancy type and corresponding rate for the remaining Passengers must pay the rate of their confirmed occupancy.

DAMAGE/ SECURITY DEPOSITS: Certain hotels at certain destinations will collect a damage deposit or damage insurance. In cases with damage deposits, the damage deposit is paid to the hotel at check-in and must be refunded from the hotel at the time of check-out and not from the GSA of UoT and UTSC. Damage/ Security deposits are refundable, if and only if, damages have not been assessed to the Passengers room and/or common areas of the hotel property and/or to the bus. The amount of the refund will be refunded to the Passenger after the Trip is completed. Passengers in each room are responsible for damages in their respective rooms as well as any unpaid room service bills. Damage insurance is non-refundable. Common areas are defined as hallways, stairwells, elevators, lobbies, etc. Common area damage will be paid for the entire tour group unless damage is associated to specific Passengers. If added security is required then the cost incurred will be paid for with the damage deposits. The Hotel can also hold the group responsible for excessive cleaning to the property.

TRIP CANCELLATION BY PASSENGER: All deposits are non-refundable and non-transferable. If a passenger decides to withdraw all monies paid are fully non-refundable.

TRIP CANCELLATION BY THE GSA: The GSA of UoT and UTSC reserves the right to cancel any Trip in its sole discretion. In the event that a Trip is cancelled, the GSA of UoT and UTSC shall have no responsibility beyond the refund of all monies paid by the Passenger which shall be deemed to constitute full settlement. The GSA of UoT and UTSC cannot guarantee weather conditions nor can the GSA of UoT and UTSC be responsible for any shut downs, whether wholly or partially of the operations of any services in connection with the Trip whether they be caused by weather or for any reason or cause, and the GSA of UoT and UTSC hereby expressly reserves the right to change the Trip destination if deemed necessary by the GSA of UoT and UTSC, with or without prior notice to the Passenger.

CHANGES IN ACCOMMODATION: Every effort will be made to ensure that the accommodation included in the prices of the Trip will be provided as advertised. The GSA of UoT and UTSC reserves the right to substitute accommodation for equal or better accommodations. Since the GSA of UoT and UTSC does not control the management of hotels and resorts, the GSA of UoT and UTSC cannot be responsible if some of the services described cease to be available or are not working.

ASSUMPTION OF RISKS: In consideration of my participation in the Montreal Trip, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in the Montreal Trip, (including the possible risk of severe or fatal injury to myself or others). These risks include but are not limited to the following:

- a) the risks associated with travel to and from location(s) to be visited during the Montreal Trip, including transportation provided by commercial, private and/or public motor vehicles;
- b) intoxication and/or alcohol poisoning from the alcohol consumed whether voluntary or through coercion;
- c) the possibility of bodily injury (broken bones and soft tissue damage) including dental damages from falling down, injuries incurred while getting on or off (in or out of) the mode of transportation being used for the event, being knocked down or being involved in a physical confrontation whether caused by myself or someone else;
- d) the risks associated with returning to my residence.

THE GREEK STUDENTS ASSOCIATION of UOFT and UTSC's RESPONSIBILITIES: Once travel has commenced, the GSA of UoT and UTSC cannot assume responsibility for any refunds, losses, costs, or expenses arising out of injury, accident or death, loss of, or damage to, or delay in connection with baggage or other property, delay in inconvenience, upset, disappointment, stress, frustration or loss of enjoyment or loss of holiday time resulting from: a) the act of fault or omission by any party; b) mechanical breakdown, government action, war, terrorism, revolution, elements of nature or acts of God, weather, strike, public health quarantine or any other action beyond the GSA of UoT and UTSC's control; c) the Passenger's failure to provide documentation necessary for the journey to and from country of origin; d) being held by Government direction or security or law enforcement agency; e) the Passenger's missing connections or failing to follow the directions of the GSA of UoT and UTSC representatives; f) the need for the GSA of UoT and UTSC to change itineraries or substitute accommodation or hotels or services provided that every effort is made to supply the most comparable services and accommodations available. No refund is allowed for any unused tour or air service.

RELEASE AND INDEMNITY: In consideration of the GSA of UoT and UTSC's acceptance of this Waiver Form for this Trip and any activity associated therewith, the Passenger (and in the case of the Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian) releases and forever discharges the GSA of UoT and UTSC, its officers, directors, volunteers, successors, assigns, agents, and Suppliers from any and all claims, costs, expenses and demands in respect to death, injury, loss or damage to his/her property where so ever and how so ever caused, arising out of or in connection with the Trip or any activity associated therewith notwithstanding that the same may have been contributed to or occasioned by an act, including without limitation, negligence of the GSA of UoT and UTSC and any one or more of its officers, directors, volunteers, successors, assigns, agents, and Suppliers. And for the same consideration, the Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian) indemnifies and saves harmless the GSA of UoT and UTSC, its officers, directors, volunteers, successors, assigns, agents, and Suppliers from any and all claims, costs, expenses and demands in respect to death, injury, loss or damage to his/her person or property where so ever and how so ever caused, arising out of or in connection with the Trip or any activity associated therewith. The Passenger (and in the case of a Passenger who is under the age of 18, also the Passenger's Custodial Parent or Legal Guardian) further agrees that this release and indemnity shall bind his/her personal representatives, executors, administrators and assigns.

In return for the Organizers owing me to voluntarily participate in the Montreal Trip and related activities, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participating in the Montreal Trip even though such risks may have been caused by negligence of the Organizers;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while participating in the Montreal Trip, even though such injury, loss or damage may have been caused by the negligence of the Organizers;
3. **TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZERS:**
 - a. from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Montreal Trip and all related activities; and
 - b. from any and all claims, demands, actions and costs which might arise out of my participating in the Montreal Trip, even though claims, demands, actions and costs may have been caused by the negligence of the Organizers.

I, [PLEASE PRINT NAME] _____ will not hold the University of Toronto and/or the Greek Students' Association of the University of Toronto and/or its executive liable and/or responsible for any injury, loss, damages, costs, ailments, hospitalization or death that may occur during the duration of the trip [Feb. 17, 2012 - Feb. 20, 2012]. I will pay all additional costs my room incurs and agree that they are my sole responsibility and not that of the University of Toronto and/or the Greek Students' Association of the University of Toronto and/or its executive. I also hold myself accountable for any intentional or unintentional damages that may occur to the bus and/or rooms as a result of my actions. I am capable of making my own decisions and able to use my own discretion. I agree to be held liable and responsible for these decisions and discretions.

Signature: _____ Date: _____