

# H'aiagal'ath Grizzly Bear Tours, Inc.

## **Terms of Service**

Last updated: December 23, 2020

H'aiagal'ath Grizzly Bear Tours, Inc. (HGBT) asks that you please read these Terms of Service ("Terms") carefully before purchasing an HGBT package ("Service"). Your use of the Service is conditional on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. If you have any questions about these Terms, please contact HGBT.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

## **Booking Policy**

To reserve a tour, guests will make payment in full to HGBT at the time of booking. Forms of payment that are accepted by HGBT include e-transfer, PayPal or credit card (Visa, MasterCard, American Express). A Science and Cultural Stewardship Fee of \$15 will be added to each booking.

## **Cancellations**

Wilderness tours come with a need for adaptability in the face of the inevitable array of unpredictable circumstances. HGBT reserves the right to modify or cancel any tour if issues arise related to adverse weather, logistics, or other circumstances that could interfere with the safety or success of a tour. In the event that a tour is cancelled by HGBT and the guest is unable to reschedule, the guest will be issued a full refund.

If a guest wishes to cancel an HGBT tour:

- the cancellation request must be made in writing
- a full refund is issued if the guest cancels at least 14 days prior to tour departure date
- no refund is issued if the guest cancels less than 14 days prior to tour departure date

## **Liability Waiver and Assumption of Risk Agreement**

It is important to HGBT that guests are safe when enjoying our wilderness and cultural activities. Prior to the tour start date, each guest will be required to sign a Liability Waiver and Assumption of Risk Agreement ("Agreement"). As variety of conditions may prevent guests from safely participating in a tour it is critical for guests to confirm they are in good health with no pre-existing health conditions. The Agreement will be emailed to guests.

## **Preparedness**

As a guest of HGBT, you will arrive prepared with appropriate clothing, footwear and essentials. HGBT provides information about what to expect and how to prepare on the website for each tour page. Arriving with an open mind is also important as HGBT cannot guarantee that guests will see bears on every tour. As conditions can change dramatically, coming prepared for a range of possible outcomes will improve your level of comfort and satisfaction.

## **Links to Other Web Sites**

The HGBT website may contain links to third-party websites or services that are not owned or controlled by HGBT. HGBT has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites or services. You further acknowledge and agree that HGBT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

## **Changes to Terms**

HGBT reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will aim to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at HGBT's sole discretion.