



OFFBEAT PHOTOGRAPHY INC. TERMS AND CONDITIONS

1. How to Book

To reserve your space on an OFFBEAT Photography Inc. ("OFFBEAT") workshop, registration must take place through the online booking link, accompanied by payment of the specified non-refundable deposit as well as acceptance of OFFBEAT's terms and conditions. You will be required to sign a Waiver of Liability and Release prior to participating in the workshop.

2. Prices

The prices quoted on OFFBEAT's ticketing website (www.offbeatphoto.ca) represent the most current pricing, are per person and are subject to minimum numbers. The prices are posted at the time of release of the workshop on OFFBEAT's ticketing website; however, OFFBEAT reserves the right to amend the quoted prices without notice at any time before and including the departure date, which amendments shall not be retroactively applied or held for future credit. Once you have paid your non-refundable deposit for a workshop, you are not entitled to the benefit of any subsequent discounts or price reductions.

3. Exclusions from Workshop Price

The workshop price covers only the services specifically listed in the workshop itinerary. All other costs and expenses are your sole responsibility. During the workshop, should additional expenses arise, you will be responsible for such expenses and agree to sign a payment authority form upon request, authorizing OFFBEAT to charge you for any and all such expenses. Without limiting the generality of the foregoing, the following items are excluded from the workshop price: personal travel insurance; any visa, passport and vaccination charges; departure, airport and airline taxes; internal domestic flights; extra meals, transport costs, accommodation costs,; laundry, postage, personal clothing, medical expenses and items of a personal nature; emergency evacuation, evacuation by helicopter, and/or emergency search charges; additional expenses caused by delay, accidents or disruption of planned itineraries; tips, beverages and excess baggage



charges; and any other expenses not included in the itinerary. Refer to individual workshop listings for full details.

4. Payment

Prices are per person and payable by credit card or bank transfer. Installment payment plans may be offered at the discretion of OFFBEAT. All installments must be paid by their noted due date or OFFBEAT will assume the workshop has been cancelled by you and all deposits, installments, and any other fees paid up to such due date will be forfeited by you and you will not be entitled to attend or participate in the workshop.

5. Health & Fitness

You must be in good health, physical and mental condition to participate in a workshop and are strongly advised to follow OFFBEAT's pre-departure fitness training recommendations. Some workshops take place in remote areas where there is little or no access to normal medical services or hospital facilities. Evacuation, for whatever reason and which may be the only option, and all associated expenses, are your sole responsibility. OFFBEAT reserves the right to refuse you the right to participate in a workshop on medical or fitness grounds, in its sole discretion, in which case you will not be entitled to a refund, credit or transfer. Notwithstanding the foregoing, participation in a workshop remains at your own risk entirely and OFFBEAT is not responsible for conducting health screening or for any damages resulting from your participation in any workshop for which you do not have the requisite health and fitness level.

6. Medical Disclosure

You declare and warrant that:

- you are in good health and mental and physical fitness at the time of booking this workshop;
- you have disclosed to OFFBEAT every matter concerning your health and mental and physical fitness of which you are aware, or ought to reasonably be expected to know, that could be relevant to OFFBEAT's decision to permit you to go on the workshop;

OFFBEAT

- immediately upon any adverse change in your health or fitness that may be likely to affect OFFBEAT's decision to permit you to go on the workshop, you will notify OFFBEAT, by email, of any such change;
- you have taken the necessary precautions to immunize for the destination that you are traveling to;
- you have taken out a travel insurance policy that adequately covers you for potential medical issues and pre-existing medical conditions.

7. Tour Leaders

In this condition, "tour leader" includes any person leading or supervising any aspect of the workshop.

- OFFBEAT tour leaders take their responsibilities seriously and if for any reason a tour leader believes that you should not participate in the workshop, he/she may exclude you from the workshop in part or in full. If, in the tour operator's sole discretion, such exclusion is due to your commission of an illegal act; or, due to your behaviour causing or being likely to cause danger, distress or annoyance to you or others; or, due to your fitness or health being inadequate, then you will not be entitled to a refund, credit or transfer. In the event a tour leader excludes you from the workshop, in full, for any other reason, you will be offered a full refund as a genuine estimate of damages, and agree to not take or pursue any further remedies you may have at law or in equity against OFFBEAT, its directors, officers, agents, representatives or employees. If directed by the tour leader to depart, you shall follow such instructions forthwith.
- OFFBEAT reserves the right to change, at any time, the tour leader of any workshop. Any such change will not give you any right to cancel the workshop, receive any refund, credit or transfer, or claim any expenses, loss or damages.

8. Complaints

If during the course of your workshop, you have a problem or concern, please bring it to the immediate attention of the tour leader for private discussion. All issues will be handled in confidence by both OFFBEAT and yourself.

9. Insurance

Personal travel insurance is not included in the workshop price. It is a condition of booking a workshop with OFFBEAT, and your responsibility to ensure that you are adequately insured for the full duration of the workshop in respect of illness, injury, death, loss or damage of baggage and personal items and cancellation and curtailment. You must ensure that your personal travel insurance covers all of the activities that you expect to participate in during the workshop. You must provide evidence to OFFBEAT that you have obtained satisfactory personal travel insurance within one month of securing your workshop space by non-refundable deposit, otherwise OFFBEAT may cancel your booking and you will not be entitled to any refund, credit or transfer.

10. Proof of Citizenship or Information Required to Travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are traveling. You will not be entitled to a refund, credit or transfer if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is recommended that your passport is valid for six months beyond the date of your return to your home country.

11. Airlines and Other Transport Providers

Any material published by OFFBEAT and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the workshop. In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the workshop by OFFBEAT and shall result in no liability to OFFBEAT, its directors, officers, agents, representatives or employees. Any flights or other transport forming part of the workshop arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.



12. Cancellations

If you are unable to attend a workshop for any reason whatsoever, you shall not be entitled to any refund, credit or transfer of any deposits, workshop fees or other associated costs, unless specifically stated otherwise herein. If you are able to find someone else to take your spot in the workshop (subject to approval by OFFBEAT in its sole discretion) and can sell/transfer your spot to this new participant, then, upon OFFBEAT's receipt of payment in full from the new participant, OFFBEAT will provide you with a refund, minus a \$250.00 administration fee. These terms and conditions shall inure to the benefit of and be binding upon the new participant.

Although extremely unlikely, OFFBEAT reserves the right to cancel the workshop at any time for any reason, in its sole discretion (including but not limited to failure to meet a minimum number of participants for the workshop). Notwithstanding the foregoing paragraph, in the very unlikely event of a cancellation for reasons within OFFBEAT's control, all deposits, workshop fees, or other fees paid by you to OFFBEAT would be refunded as a genuine estimate of damages, and you agree to not take or pursue any further remedies you may have at law or in equity against OFFBEAT, its directors, officers, agents, representatives or employees. In no event shall OFFBEAT be liable for any indirect or consequential damages including flight change or cancellation fees, or any other associated travel costs or associated damages.

13. Itinerary Changes, Postponement, Cancellation or Delay

Itineraries and other details are published in good faith as statements of intention only and changes in the itinerary and related items may be made where deemed necessary or advisable by OFFBEAT in its sole discretion. The information contained in OFFBEAT's website and itineraries is, to the best of OFFBEAT's belief, correct at the date of publishing. All revisions will be dated on each publication.

It is acknowledged and agreed that changes, postponements, delays or disruptions of planned itineraries may occur and you shall be responsible for any associated additional expenses. OFFBEAT reserves the right to cancel any workshop prior to departure in the event of such change, postponement, delay or disruption, in which case you will be offered a full refund as a genuine estimate of damages, and agree to not take or pursue any further remedies you may have at law or in equity against OFFBEAT, its directors, officers, agents, representatives or employees. Barring cancellation of the workshop by

OFFBEAT

OFFBEAT, you will not be entitled to any refund, credit or transfer for changes, postponements, delays or disruptions of planned itineraries. In no event shall OFFBEAT be liable for any resulting injury, loss, expenses or damages, indirect or consequential damages, including flight change or cancellation fees, or any other associated travel costs or associated damages.

14. Force Majeure

Any delay, cancellation or failure in performance by OFFBEAT shall be excused if resulting from any cause or event that is not reasonably foreseeable or otherwise caused by or under the control of OFFBEAT, including but not limited to global situation, act of God, strikes, trade disputes, acts of war or terrorism, epidemic, medical outbreak, extreme weather, fire, floods, explosions, riots, breakdown, interruption of transport, government or political action, acts or omissions by third parties, or any other cause whatsoever outside of OFFBEAT's reasonable control ("Force Majeure"). In such event, you will not be entitled to any refund, but OFFBEAT shall make reasonable efforts to reschedule the workshop, or find you a spot in another upcoming workshop, and apply any payments you had made for the original workshop as a credit towards your participation in the other workshop. Notwithstanding the foregoing, should you be unable to attend such other workshop for any reason, or should it be impossible or impracticable, in OFFBEAT's sole discretion, for OFFBEAT to reschedule the workshop or find you a spot within 36 months of cancellation of the original workshop, then you shall not be entitled to any refund, credit or transfer whatsoever. In no event shall OFFBEAT be liable for any indirect or consequential damages including flight change or cancellation fees, or any other associated travel costs or associated damages.

15. Assumption of Risk

You acknowledge and agree that:

- by their very nature, OFFBEAT workshops, may be more challenging and demanding, with a commensurately higher level of risk, than conventional holidays, and involve potential exposure to injury and possibly death;
- in the countries and regions in which the workshops are undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision

OFFBEAT

generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;

- operational control of the workshop may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against OFFBEAT, its directors, officers, agents, representatives or employees;
- the additional dangers and risks associated with OFFBEAT workshops may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- the enjoyment and excitement of OFFBEAT workshops is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure workshop, and
- you have submitted your booking for the workshop after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by governments, and it is your responsibility to acquaint yourself with that information or advice.

For the above reasons, you therefore accept the inherent and increased dangers and risks associated with the proposed workshop and the accompanying risk of injury, death or property damage or loss.

16. Release and Discharge from all Claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the workshop, you release, waive and discharge OFFBEAT, its directors, officers, agents, representatives and employees from any and all responsibility or liability for any and all claims, actions or losses, expenses, personal injury INCLUDING DEATH, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise, that you may suffer or that your next of kin may suffer, which may arise:

OFFBEAT

- out of or occur during your travel, or in connection with the workshop or any activities conducted in conjunction with the workshop, due to any cause whatsoever including negligence, breach of contract, breach of warranty, breach of statutory duty of care, or failure to provide any warnings, directions, instructions or guidance, EXCEPTING ONLY the gross negligence of OFFBEAT representatives, or
- in connection with any optional activities which you may undertake during the course of your workshop but which do not comprise part of your workshop itinerary and you accept that any assistance given to you by World Expeditions representatives in arranging such optional activities will not render OFFBEAT, its directors, officers, agents, representatives or employees liable to you in any way.

You will be required to sign a Waiver of Liability and Release prior to participating in the workshop. Should you refuse or be unable to sign the Waiver of Liability and Release, you will not be permitted to participate in the workshop and you will not be entitled to a refund, credit or transfer.

17. Limitation of Liability

Notwithstanding anything in these terms and conditions to the contrary, the maximum aggregate liability of OFFBEAT in connection with a workshop booking shall be limited to the amount of the deposit and workshop fees actually paid by you to OFFBEAT. In no event shall OFFBEAT be liable for any indirect or consequential damages including loss of time, inconvenience, flight change or cancellation fees, or any other associated travel costs or associated damages.

You acknowledge and agree that:

- Where OFFBEAT acts as a booking agent for third-party tour operators, it accepts no liability for the acts, insolvencies or omissions of those third-party tour operators and OFFBEAT does not authorize any suppliers including hotel management to promise refunds on our behalf; and
- OFFBEAT will not be liable for any breach of any law by you or any person with whom you travel on the workshop and you agree to hold harmless and indemnify OFFBEAT, its directors, officers, agents, representatives and employees from any and all liability for any damage to property of or death of or personal injury to any

OFFBEAT

third party resulting from your (or any person for whom you are responsible for at law) acts or omissions, whether lawful or not; and

- you may not rely on any representations concerning the workshop made by OFFBEAT, its directors, officers, agents, representatives, employees or any other person, which are not contained in these terms and conditions, and no representation or warranty by OFFBEAT is expressed or can be implied, except as expressly set out herein.

18. Privacy

You permit OFFBEAT to collect personal information from you regarding your health and medical condition. You acknowledge that this personal information may be disclosed to OFFBEAT representatives, or medical personnel in the event of emergency, in order to ensure your safety and well-being but will not be used by OFFBEAT for any other purpose without your consent.

19. Waiver

OFFBEAT will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by you.

20. Severance of Conditions

If any part of a term condition contained herein is found to be illegal, unenforceable or invalid, it is to be treated as removed from the terms and conditions, however, the remainder of the terms and conditions remain valid, binding and unaltered.

21. Jurisdiction

This agreement and the rights and obligations of the parties will be construed, and take effect in accordance with, and be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.