



Serving Travelers Since  
1970

# Rocky Mountaineer Train & Tour 2018

2018 June 7 – 14

## Tour Enrollment Form



**CONTINENTAL CAPERS TRAVEL CENTER, INC.**

4061 N.W. 43 Street, Gainesville, FL 32606 USA

**Phone 352-240-1004 • Toll Free 800-446-0705, x-104 • Fax 352-378-0937 • E-mail marian@flycapers.com • Web Site www.astroadventures.net**

« PLEASE USE SAME FULL NAMES AS ON PASSPORTS (Put Additional Names on Back) »

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Mid: \_\_\_\_\_ DOB: \_\_/\_\_/\_\_  Female  Male

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Mid: \_\_\_\_\_ DOB: \_\_/\_\_/\_\_  Female  Male

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home (\_\_\_\_) \_\_\_\_\_ Work or Cell (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

In case of emergency, notify: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

### PAYMENT INFORMATION (NOT INCLUDING AIR)

**Double Occupancy Tour Cost:** \$ 5,174.11 per Person x 2. **Total Cost = \$10,348.22 or**

**Single Occupancy Tour Cost:** \$ 7,222.11 per Person. **Total Cost = \$7,222.11**

Check enclosed (payable to **Continental Capers Travel, Inc.**) Amount of Check or Credit Charge: \$ \_\_\_\_\_

I authorize charges for the following:  Deposit (10%) or  Payment in Full\* (Balance due by Apr. 6, 2018)

Circle: Amex • MC • Visa • Discover; Credit Card Number: \_\_\_\_\_ Sec. Code \_\_\_\_\_ Exp. Date: \_\_/\_\_/\_\_

Name as it appears on card: \_\_\_\_\_ Signature: \_\_\_\_\_

\*International Air will be charged only if booked through Continental Capers

### MAIL OR FAX FORM TO: CONTINENTAL CAPERS

ATTN: **MARIAN** – Contact us for **travel insurance & extensions**

#### AIR ARRANGEMENTS

In an effort to offer the best possible service, we strongly recommend that you ask Continental Capers to arrange your air travel. We are able to provide discounted international airfare from all major airports in the U.S. By handling both your cruise and air arrangements, we are able to provide the most complete service to our clients.

**I would like Continental Capers to make my flight arrangements:**  Yes  No

From which city should air transportation be arranged? City: \_\_\_\_\_ State: \_\_\_\_\_

Please specify preferences:  Window  Aisle

Frequent Flyer No.: \_\_\_\_\_ Airline: \_\_\_\_\_

**If You Are Making Your Own Air Travel Arrangements, Please Provide Continental Capers With A Copy Of Your Flight Itinerary**

#### HEALTH INFORMATION

*This information is confidential and provided on a voluntary basis*

I am in good general physical health:  Yes  No

I have the following medical or physical conditions that may limit my activities: \_\_\_\_\_

I am on the following prescription medications: \_\_\_\_\_

List source of allergies, i.e. foods, medicines, etc. \_\_\_\_\_

Please list dietary or other personal needs: \_\_\_\_\_

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# **TERMS AND CONDITIONS**

## **READ CAREFULLY! THESE TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS**

**ACCEPTANCE OF TERMS:** Your signature at the end of this document and payment of your trip deposit constitutes acknowledgment that you have read, understood, and agree to all information on this tour enrollment form including these terms & conditions.

### **1. General Terms & Condition**

Please read the following information carefully, as the terms and conditions described herein constitute an agreement between you and those who provide the service. If you decide to travel with Rocky Mountaineer and make payment on a tour, you thereby agree to accept the terms and conditions of this contract.

### **2. Brochure Prices**

All prices herein are quoted in American (USD) dollars. Please refer to Section 4 for further details regarding GST. Prices and information in this brochure are for the 2018 season and are subject to change without notice.

### **3. Exchange Rate**

The exchange rate used in calculating the published prices has been determined by Rocky Mountaineer based upon current and expected currency exchange rates at time of publication. As such, the converted USD prices appearing in this brochure should only be used as a guide, and may differ from the price at actual time of booking. Rocky Mountaineer cannot be held responsible for any changes that may occur and reserves the right to increase the price of any travel arrangement up to the date of departure. This includes, but is not limited to, exchange rate adjustments, fuel surcharges, and airfare increases. Deposits along with final payments must be in the same currency as the booking. Changes to bookings such as alterations to services, or cancellations are charged in the same currency of the original booking, and each change is subject to the current pricing as per the date of change.

### **4. Canadian Goods and Services Tax (GST)**

All prices are subject to GST, which will be charged upon confirmation of booking. Currently, the Canadian GST rate is 5%. Other sales taxes vary by province in Canada; therefore, applicable taxes may vary for packages with services delivered outside of British Columbia.

*Note: Canadian taxes are subject to change. As such, guest billings may be adjusted as required.*

### **5. Rail-Only and Package Tour Inclusions**

The following costs are not included unless otherwise specified: GST, fuel surcharges, transfers, gratuities, alcoholic beverages, meals, room service or other hotel incidentals, items of a personal nature, and all other items not specified in the description of the applicable tour. We reserve the right to pass on any additional costs charged by our suppliers. No right of cancellation exists in this circumstance. If one of our packages does not meet your requirements, we will be pleased to customize your rail tour package. Ask your Vacation Consultant for details. Individual tour component pricing breakdowns are not available.

### **6. Possible Alteration**

Rocky Mountaineer reserves the right to modify, alter, or substitute all or any part of its services when reasonably necessary or advisable. Should this occur, Rocky Mountaineer agrees to provide the best alternative reasonably available. Every effort will be made to adhere to the specifics shown herein; however, circumstances may necessitate alteration, including the occasional accommodation change from properties listed in this brochure. Hence, all fares, schedules, itineraries, hours of arrival and departure, air schedules, and special programs are subject to change without notice at any time. Rocky Mountaineer will not under any circumstances be liable to refund the charges as a result of modification, alteration, or substitution of services, subject only to the limited claims in respect of cancellation by Rocky Mountaineer set out in section 13 of this Agreement.

## **7. Supplier's Liabilities**

Rocky Mountaineer and Great Canadian Railtour Company Ltd (GCRC) act as an agent for and make arrangements with airlines, hotels, bus lines, and other independent parties to provide you with non-rail travel services and accommodations. Although great care is taken to choose suppliers, we are unable to directly control them and therefore we are not responsible for their acts or omissions. The travel services provided by these suppliers are subject to the conditions imposed by the suppliers, and their liability may be limited by their tariffs, conditions of carriage, and international conventions and agreements.

## **8. Company Liability**

You assume all risks of your participation in rail tour operations, travel services, accommodations, and other services, facilities, products, or events provided in connection with this Agreement (all of which are collectively referred to as the "Tour"), and you waive and release all claims that you may have or acquire against Rocky Mountaineer, GCRC, and their respective officers, directors, employees, and agents (all of whom are collectively referred to as the "Releasees") arising from or related, directly or indirectly, to the Tour, including claims arising from the negligence of any Releasee, and including (without restriction) claims for or arising from personal injury, death, property damage, delay, inconvenience, advertising, misrepresentation, loss of revenue or profit, loss of enjoyment, upset, distress, or frustration, whether physical, mental, or otherwise, expenses, travel, or accommodation costs, claims for punitive damages, claims for unjust enrichment, profits, waiver of tort, non-monetary loss, injunctive relief, or any other form of remedy, subject only to the limited claims in respect of loss of luggage or cancellation by Rocky Mountaineer set out in sections 12 and 13 of this Agreement.

## **9. Limits on Responsibility and Liability**

Continental Capers has contracted the services of Rocky Mountaineer as inbound tour operator for this tour and for the making of ground arrangements for tour travelers. Continental Capers, its employees, independent contractors, shareholders, officers, directors, successors, agents, and assigns (collectively "Continental Capers") do not own or operate any entity which is to or does provide goods or services for this tour. All such persons and entities

are completely independent of the control of Continental Capers and, as a result, Continental Capers is not liable for death, personal injury, or any other loss whatsoever that may occur due to any negligent or willful act or omission of any such entity or by reason of any other event over which Continental Capers has no actual control. Continental Capers has no special knowledge regarding the financial condition of suppliers, unsafe conditions, health hazards or weather hazards at locations to which you may travel as part of this tour.

In addition and without limitation, Continental Capers is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection to the provision of any goods, services, or accommodations related to this tour whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft, motor coaches, or any other means of transportation or for failure of any transport mechanism to arrive or depart on time.

Some or all of the entities responsible providing ground arrangements, transportation, goods, and services for this tour are located outside the United States. Any legal action against the entities providing goods and services for this tour may need to be brought in courts in Canada or in other countries outside the jurisdiction of the United States.

**There are many inherent risks in travel of the type involved here, which can lead to illness, injury or even death. Travelers assume all such risks associated with participating in this trip.**

## **10. Force Majeure**

Rocky Mountaineer and GCRC will not be responsible for the performance of this agreement if prevented or delayed by acts of God, strikes or other labour relations matters, accidents, weather, traffic, airport conditions, lack of performance by third-party suppliers, or other causes beyond their reasonable control from meeting its terms. Nor will they be responsible for any loss or damage relating to train cancellations or any other cancellations. Rocky

## Terms and Conditions (continued)

Mountaineer and GCRC reserve the right to decline to accept or retain any person as a tour participant should such person's behaviour, health, or mental condition be detrimental to the operation of the tour or to other passengers. Rocky Mountaineer and GCRC are not liable for any expenses arising as a result of exercising this right.

### **11. Passport/Visa/Health Regulations**

**Passports:** If travelling from outside Canada (including from the USA) you will require a passport for entry into Canada and appropriate identification (ID) for all family members. All passengers travelling on our Coastal Passage route will require a valid passport and/or visa (depending on their citizenship).

Airlines and cruise ships reserve the right to refuse boarding without adequate ID.

**Visas:** Check with your travel professional, Immigration Canada, or United States Customs and Border Protection. Rocky Mountaineer is not responsible for guests refused entry into Canada or the United States because of inadequate documentation. For further information regarding entry requirements into Canada, please contact Immigration Canada. Single parents or grandparents travelling with children must ensure proper documentation is obtained for entry into Canada.

**Health Regulations:** There are no vaccination requirements for international travellers into Canada.

### **12. Luggage**

The luggage or articles accepted and transported on Rocky Mountaineer are subject to Rocky Mountaineer's luggage policy and conditions as set herein.

Guests travelling on Rocky Mountaineer are limited to two checked pieces of luggage per person. Total checked luggage weight per person is not to exceed 30 kg (66 lb.) Each piece of luggage must have an identification tag attached to it that includes name, return address, and telephone number.

*Note: All guests' luggage will be delivered to their accommodations in Kamloops or Whistler and Quesnel. All guests travelling on Rocky Mountaineer should carry any medications or necessary belongings with them onboard the train.*

Oversized items, e.g., sports equipment, may be subject to a surcharge

Passengers are prohibited from carrying weapons, firearms, ammunition, incendiary devices, explosive, flammable, hazardous, illegal, or radioactive materials or other potentially dangerous items. Rocky Mountaineer has the right to search any passenger's luggage or personal effects for any such items and in its sole discretion may confiscate, store, destroy, or surrender to an appropriate authority any item that it reasonably considers is or may become dangerous, and to refuse boarding, or remove, any passenger who declines to cooperate in such a search or to surrender such an item.

Money, jewelry, negotiable papers, cameras, video and electrical equipment, electronic devices, computers and accessories, cellular telephones, medical equipment, sporting goods, wheelchairs, personal mobility devices, walkers, and strollers are checked at the owner's risk. Rocky Mountaineer is not responsible for any loss or damage caused to or by these articles and they are subject to Rocky Mountaineer's Maximum Liability policy.

All pets or animals (excluding guide dogs) are prohibited from travelling onboard Rocky Mountaineer.

**Maximum Liability:** Maximum Liability for loss or damage to personal checked baggage and specialty items is limited to a maximum of \$500 CAD per piece of checked luggage. Rocky Mountaineer will not cover full replacement cost of misdirected or damaged luggage and contents. Liability is restricted to personal luggage consisting of wearing apparel, toilet articles or similar effects for personal use and comfort, as well as articles other than personal luggage, which may be checked and handled in accordance with Rocky Mountaineer's luggage policy. Liability does not apply to carry-on luggage, items transported for or belonging to other persons, or items intended for sale.

## Terms and Conditions (continued)

Rocky Mountaineer is not liable for damage resulting from over-packing or non-structural damage considered normal wear and tear, such as scratches, scuffs, nicks, missing pull straps, zipper damage, damage to wheels, manufacturers' defects, soils, stains, or spillage. Please contact a Rocky Mountaineer representative if you have any questions about the materials you intend to transport. Except as specifically provided in this paragraph, loss or damage to luggage will be subject to the limitation of liability contained in section 9 of this Agreement.

**Other Tours:** Certain tour products featured in this brochure have baggage restrictions due to either accommodation style or transportation requirements. Please refer to your documentation for full details.

### **13. Deposit, Payment, and Cancellation Policies** **Deposits**

A deposit must be received at the time of booking to confirm your reservation, and must be in the same currency as the booking. See the *Cancellation by Passenger: Deposit and Cancellation Schedule* on next page.

### **Payment Terms**

Final payment must be received no later than 60 days prior to the date of departure. American Express, MasterCard, VISA, JCB, Discover, and Diners Club are acceptable forms of payment in addition to cheques. Final payment must be in the same currency as the deposit and booking.

### **Please Submit Payment To**

**Marian P. Cohen**

**Continental Capers Travel Center, Inc.**

**4061 N.W. 43 Street, Suite 20**

**Gainesville, FL 32606 USA**

Phone: (352) 240-1004 • Fax: (352) 378-0937

Toll Free: (800) 446-0705, Ext. 104

E-mail: [marian@flycapers.com](mailto:marian@flycapers.com)

### **Credit Card Bookings**

For payment by credit card, please have the following information available:

- Name as on credit card
- Address of the credit card owner
- Type of credit card
- Expiration date
- Full credit card number
- Security number on front or back of card
- Telephone number of the card holder

Credit card payments must be in the same currency as the booking. Final payment must be in the same currency as the deposit and booking. Some credit card issuing banks may charge an additional fee for this type of sale. Check with your bank to see if this is applicable.

### **Cancellation by Rocky Mountaineer**

Rocky Mountaineer may, in its sole discretion, cancel a tour or portion of a tour at any time, prior to departure. In that event, Rocky Mountaineer will repay the deposit or charges for the tour or, where appropriate, a reasonable pro rata share thereof. In the event of cancellation of a tour in progress, Rocky Mountaineer may select and make available alternative return transportation by bus or other means from the point of cancellation to the location where the cancelled tour was scheduled to conclude, or the place of its commencement, and reasonable accommodation (if any) required in the course of that return transportation. In no circumstances will Rocky Mountaineer be liable to provide or pay for any further payment, compensation, transportation, or accommodation including (without restriction) further transportation to your home or any other location. Except as specifically provided in this paragraph, the cancellation of a tour or portion of a tour by Rocky Mountaineer will be subject to the limitation of liability contained in section 9 of this Agreement.

### **Cancellation by Passenger: Deposit & Cancellation Schedule**

- Deposit Date to 61 days prior to departure: 10 % of price listed
- 46-60 days prior to departure: 50 % of price listed
- 45 days or less prior to departure: 100 % of price listed
- 60 days prior to departure: Final payment due

Cancellation fees are not transferable to the remainder of the group booking.

***Note:** A change in train departure date (either rail-only or as part of a package) is considered a cancellation. Charges will be calculated per person and based on the date the cancellation notice is first received. There will be no exceptions to any of the charges.*

### **Change Fee Policy**

A fee per person will be applied to each change made to the itinerary once the original booking has been confirmed. These fees will be charged in the same currency as the original booking. Change fees may be subject to GST.

### **Change Fee for all Routes Rail-Only and Packages** (USD, excluding GST)

Booking date to 61 days prior to departure	\$20 per person
60-31 days prior to departure	\$40 per person
30-15 days prior to departure	\$80 per person
Less than 15 days prior to departure	No Changes Permitted

A change fee will not be administered for an addition or upgrade of service. For a change in train departure date, refer to our cancellation policies. If there are any charges incurred by Rocky Mountaineer as a result of changes made, they will be applied to the booking in addition to the change fee.

### **Refund Policy**

Requests for refunds must be directed in writing to your travel agent or Rocky Mountaineer, and will be in the same currency as the final payment and deposit. No refunds will be made because of airline delays, unused services, or other acts beyond the control of Rocky Mountaineer.

### **14. Insurance**

It is strongly recommended that you purchase trip cancellation insurance to protect your holiday investment; talk with your vacation consultant to find out what options you have. Should you upgrade the total cost of your Rocky Mountaineer package, make sure you upgrade your insurance coverage to ensure the total amount of your trip is covered. Specific terms, limitations, and conditions apply to all travel policies purchased. Please ensure you understand your policy before you travel. See above right for insurance details.

### **15. Last-Minute Bookings**

Last-minute bookings are welcome; however, at the time of request, a credit card guarantee of full payment is required. Late package bookings require a minimum of 24 to 48 hours to request and confirm availability. Upon confirmation, the full credit card payment will be processed.

### **16. Travel Documents**

To receive your travel documents prior to departure, final payment must be received in our office 60 days prior to departure. Your travel documents will be sent to you at least 30 days prior to departure. If a booking is made within 10 days of departure, travel documents will either be sent electronically or they will be available for pick-up at the train station on the day of departure for rail-only bookings or at the first-night hotel for package tours. Guests will be advised of their Kamloops or Quesnel accommodation upon check-in at the departure station.

**17. Rail Connections**

Please arrive at the departing train station a minimum of 30 minutes prior to boarding time to ensure your luggage is checked and your travel documents are in order. We strongly recommend that you not make onward travel arrangements the night of arrival at your destination. Train travel in Canada is subject to unforeseen delays, and departure and arrival times cannot be guaranteed. Rocky Mountaineer will not be responsible for missed connections.

**18. Photographs and Recordings**

Passengers agree that they will utilize any photographs, video, film, or other visual or audio recordings made during their journey solely for personal, non-commercial purposes. Passengers grant to Rocky Mountaineer an irrevocable, perpetual worldwide licence, to utilize any such visual or audio recordings of or including the portrayal or likeness of the passenger for any purpose, including the advertising or promotion of the services of Rocky Mountaineer, without payment of compensation, and any such portrayal or

likeness will be the exclusive property of Rocky Mountaineer.

**19. Governing Law**

This Agreement and the rights and obligations of the parties under or arising from or in relation to it are governed exclusively by and shall be construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

**20. Arbitration**

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules, before a sole arbitrator. The place of arbitration shall be Vancouver, British Columbia. Please see the Deposit and Cancellation Schedule.

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**Rocky Mountaineer Train & Tour 2018**

2018 June 7 – 14

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE NOTE: Your signature denotes acceptance of the conditions and terms as set forth in this travel program.

**CONTINENTAL CAPERS TRAVEL CENTER, INC.**

4061 N.W. 43 Street, Suite 20, Gainesville, FL 32606 USA

**Phone:** (352) 240-1004 • **Fax:** (352) 378-0937

**Toll Free:** (800) 446-0705, Ext. 104

**E-mail:** [marian@flycapers.com](mailto:marian@flycapers.com)

**Tour Web Site:** [astroadventures.net/2018/mountaineer](http://astroadventures.net/2018/mountaineer)