



TERMS AND CONDITIONS OF CARRIAGE

Welcome Aboard the Royal Canadian Pacific, a vintage luxury train owned and operated by Mount Stephen Properties Inc. ("RCP"). For your safety, comfort and enjoyment, please read the following Terms and Conditions of Carriage carefully.

1. DEFINITIONS & INTERPRETATIONS

1.1 In these Terms and Conditions of Carriage, the following words shall have the respective ascribed meaning:

- (a) "Agreement" shall mean these Terms and Conditions of Carriage contained herein, and all other terms and conditions stipulated in other documentation, materials, and communications issued by RCP, including boarding tickets, itineraries, invoices, receipts, and all published or posted rules and regulations;
- (b) "Itinerary" shall mean the routing and scheduling record of the excursion issued by RCP;
- (c) "Non-Rail Services" shall mean all off-train travel and accommodation, excursion, tour, activities, and other goods and/or services provided by Third Party Service Provider;
- (d) "Passenger" shall mean the natural person who is travelling on-board the Royal Canadian Pacific train;
- (e) "Tariff" shall mean the amount charged and payable as quoted by RCP for the excursion;
- (f) "Third Party Service Provider" shall mean the person providing Non-Rail Services.

1.2 In this Agreement:

- (a) all references to 'dollars' or '\$' are to Canadian dollars unless stated otherwise; and
- (b) unless the context otherwise requires, words importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities;
- (c) all references to corporation shall include its affiliates and each of their respective directors, officer, employees, agents, and representatives.

2. ACCEPTANCE OF AGREEMENT

2.1 Payment of Tariff, execution of the attached Booking Form, and/or the boarding of the Royal Canadian Pacific train shall each and together constitute acceptance of this Agreement between each of the named Passenger and RCP.

3. TARIFF & PAYMENTS

3.1 Payment of Tariff entitles Passenger to the following:

- (a) Chauffeured transportation to and from the airport and hotel located within the departure and arrival destinations, as per the Itinerary and any transfers from the respective hotel to the train station;
- (b) all hotel accommodations as per the itinerary, including deluxe continental breakfast, lunch or dinner as schedule permits, but excluding all other hotel incidental charges including but not limited to those incurred for the purchase of alcoholic or non-alcoholic beverages, mini-bar, room service, other personal expenditures for goods or services and hotel gratuity;
- (c) Onboard stateroom with double, twin or single accommodation with private ensuite equipped with shower, as per the Itinerary;
- (d) Onboard daily table d'hôte breakfast, lunch and dinner accompanied with a selection of alcoholic and non-alcoholic beverages;
- (e) all transportation onboard the Royal Canadian Pacific train between the various destinations, as well as transfers from the Royal Canadian Pacific train to and from the gathering point for all Non-Rail Services as per the Itinerary; and
- (f) all admission fees and charges for Non-Rail Services as per the Itinerary, but excluding all other incidental charges including but not limited to those incurred for the purchase of personal goods or services and gratuity.

3.2 Unless specifically provided in this Agreement, Passenger shall be responsible for all other costs, charges and expenses howsoever incurred.

3.3 Tariff does not include gratuity for services provided onboard the Royal Canadian Pacific train, which is non-mandatory.

3.4 Unless otherwise provided, Tariff does not include applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST). RCP's GST Registration Number is 861356772 RT 0001.

3.5 Tariff shall be paid as follows:

- (a) 50% of the Tariff shall be paid within 3 days of confirmation of reservation, the failure of which shall result in the immediate and automatic cancellation of the reservation;
- (b) entire balance of Tariff shall be paid no later than 60 days prior to the date of departure, the failure of which shall result in the immediate and automatic cancellation of reservation; and
- (c) in the event the reservation is made within 60 days of the date of departure, the entire Tariff shall be paid immediately upon confirmation of reservation.

4. CANCELLATION

4.1 In the event Passenger wishes to cancel a reservation, the following shall apply:

- (a) where written notice of cancellation is received by RCP more than 365 days prior to the departure date, the full amount of all Tariff paid, less one hundred (\$100.00) Dollars, to date of cancellation shall be refunded;
- (b) where written notice of cancellation is received by RCP between 365 days and 180 days prior to the departure date, the full amount of all Tariff paid, less 20% of the full Tariff, to date of cancellation shall be refunded;
- (c) where written notice of cancellation is received by RCP between 179 days and 60 days prior to the departure date, the full amount of all Tariff paid, less 50% of the full Tariff, to date of cancellation shall be refunded; and

- (d) where written notice of cancellation is received by RCP less than 60 days prior to the departure date, or where no written notice of cancellation is received by RCP, no refund will be provided whatsoever.
- 4.2 Passenger acknowledges that any and all Tariff withheld by RCP, or otherwise forfeited by Passenger, as stipulated in this Agreement, constitutes just and reasonable compensation to RCP as liquidated damages, and not as a penalty;
- 5. TRAVEL ITINERARY**
- 5.1 All stated times and schedules, Non-Rail Services and Third Party Service Providers, where such Non-Rail Services and Third Party Service Providers are pre-arranged by RCP, are subject to change by RCP without notice at any time.
- 5.2 Passenger shall be solely responsible for boarding the Royal Canadian Pacific train at the stated time and place as set out in the Itinerary. In the event Passenger fails to board the Royal Canadian Pacific train at the stated time and place as set out in the Itinerary, for any reason whatsoever, this failure shall result in the forfeiture of the paid Tariff.
- 6. BAGGAGE**
- 6.1 Each Passenger may travel with up to 3 pieces of Baggage, each of which shall not weigh more than 32 kg (approximately 70lbs), nor have a total dimensions of more than 158 cm (approximately 62 in) each where total dimension is the sum of the length, height and width of each piece of Baggage; and total of which shall not weigh more than 69 kg (approximately 150 lbs).
- 6.2 All items brought onboard the Royal Canadian Pacific train shall be stowed in the respective Passenger's stateroom. There is no other provision of storage space for Baggage elsewhere onboard the Royal Canadian Pacific train.
- 6.3 Passenger shall not bring onboard the Royal Canadian Pacific train any firearms or any other weapons, ammunitions, explosives, hazardous materials, dangerous goods, flammable, poisonous or infectious substances, and illegal drugs or substances. For the purpose of this section, Passenger agrees that RCP may, in its sole discretion and at any time, conduct electronic surveillance, inspection or searches of the person. Additionally, RCP reserves the right to inspect all Baggage, with or without the presence, knowledge or consent of Passenger.
- 6.4 Without restricting the generality of any limitation of liability provision herein, RCP assumes no liability for perishables, valuables, jewellery, money, securities, negotiable papers, electronic equipment and accessories, cameras, or fragile articles brought onboard the Royal Canadian Pacific train.
- 7. TRAVEL DOCUMENTS**
- 7.1 Passenger shall be solely responsible for obtaining all necessary travel documents and for complying with the applicable laws of the country from which they originate and the laws of Canada to gain entry into Canada.
- 8. ONBOARD THE ROYAL CANADIAN PACIFIC TRAIN**
- 8.1 Passenger acknowledges that the Royal Canadian Pacific train consists of vintage boarding cars with limited room for mobility and with limited facilities, and that the Royal Canadian Pacific train may travel through high elevations and remote locations and as such may not be suitable for all travelers. Passengers shall be solely responsible for determining the suitability of travel onboard the Royal Canadian Pacific train should Passenger have any health, medical, physical, mental or other conditions that may make such travel inadvisable.
- 8.2 RCP shall endeavour to accommodate all stated special requests regarding dietary, health, medical, or other special needs, requirements, or restrictions, however does not guarantee nor warrant any accommodation thereof. For the safety and comfort of all Passengers, RCP reserves the right to

deny boarding, certain services, or to deny continued transportation or accommodation onboard the Royal Canadian Pacific train to any Passenger who, in RCP's sole discretion:

- (a) is in material breach of any provision of this Agreement;
- (b) fails to produce sufficient evidence of identity matching the bearer's name on the Itinerary or boarding tickets; or
- (c) is determined to be:
 - (i) intoxicated or under the influence of illegal substances,
 - (ii) possessing or using illegal substances,
 - (iii) causing nuisance,
 - (iv) engaged in illegal, disorderly, offensive, abusive or violent conduct, or
 - (v) endangering the safety of other Passengers, RCP employees, and agents, any Third Party Service Provider, or any of their respective property.

8.3 Upon such denial, all duties and obligations of RCP shall immediately cease. A Passenger thus denied shall be solely responsible for making all arrangements for all further travel and accommodation and shall thereby be deemed to have fully and finally forfeited all paid Tariff.

8.4 Passenger hereby grant RCP an irrevocable, perpetual, worldwide, fully paid licence to use all or any portion of any photographs, motion video footages, and audio recordings of Passenger, or Passenger's likeness, captured or otherwise recorded by RCP during Passenger's excursion, in connection with the business of RCP, including merchandising, publications, advertisements and promotion by any media, in any medium, and in all manners

9. NON-RAIL SERVICES

9.1 Where Non-Rail Services are pre-arranged and pre-paid by RCP, RCP shall be deemed to be acting as an agent for Passenger. Additional terms and conditions may apply to said Non-Rail Services. Passenger shall, in accepting this Agreement, be deemed to also accept all such additional terms and conditions which are binding upon the Passenger and the respective Third Party Service Provider.

9.2 RCP reserves the right at all times, but without the corresponding obligation, to change, alter, and cancel any or all Non-Rail Services that it had pre-arranged and pre-paid without notice. Additionally, Passengers may choose not to participate in or otherwise accept any of the Non-Rail Services, or a portion thereof. In any event, no refund of Tariff, partially or otherwise, will be provided for any changes, alteration, cancellation, non-participation or refusal of any Non-Rail Services.

9.3 Passenger may make its own arrangement for Non-Rail Services at its sole risks, costs and expenses.

10. LIMITATION OF LIABILITY

10.1 PASSENGER HEREBY WAIVES, RELEASES, AND FOREVER DISCHARGES, ON HIS OR HER OWN BEHALF, AS WELL AS ON BEHALF OF ANY MINOR CHILD WHO MAY ACCOMPANY THE PASSENGER (EACH AND TOGETHER "PASSENGER"), AS AGAINST RCP AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, AND ALL OTHER PERSONS, FIRMS OR CORPORATIONS HAVING ANY INTEREST OR IN ANY WAY CONNECTED WITH RCP (COLLECTIVELY "RELEASEE"), ANY AND ALL CLAIMS, CAUSES OF ACTION, COSTS, EXPENSES, INCLUDING ALL REASONABLE LEGAL FEES, AND INCIDENTAL COSTS, AND EXPENSES, DAMAGES, DEMANDS AND OBLIGATIONS, OF ANY KIND OR NATURE WHATSOEVER, KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, THAT PASSENGER HAS OR MAY IN THE FUTURE HAVE FOR ANY LOSS, DAMAGE, INJURY OR EXPENSES THAT PASSENGER MAY INCUR OR SUFFER HOWSOEVER ARISING, INCLUDING FROM ANY NEGLIGENCE OR WILFUL MISCONDUCT ON THE PART OF RELEASEE, IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (a) ANY AND ALL PERSONAL INJURIES, INCLUDING DEATH;
- (b) THEFT, LOSS, OR DAMAGE TO BAGGAGE AND PERSONAL BELONGINGS, OR ANY DELAY IN TRANSPORTING OR TRANSFERRING SAME;
- (c) DELAY, INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL; AND
- (d) ANY AND ALL LOSS OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE PROVIDER, OR ANY OTHER THIRD PARTY.

10.2 PASSENGER FURTHER AGREES TO SAVE AND HOLD HARMLESS AND INDEMNIFY RCP AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OR ALL OTHER PERSONS, FIRMS OR CORPORATIONS HAVING ANY INTEREST OR IN ANY WAY CONNECTED WITH RCP FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, COSTS, EXPENSES, INCLUDING ALL REASONABLE LEGAL FEES, AND INCIDENTAL COSTS AND EXPENSES, DAMAGES, DEMANDS AND OBLIGATIONS, OF ANY KIND OR NATURE WHATSOEVER, KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, THAT RCP SUFFERS OR INCURS OR MAY IN THE FUTURE SUFFER OR INCUR FOR ANY LOSS, DAMAGE, INJURY, HOWSOEVER ARISING, RESULTING DIRECTLY, INDIRECTLY, WHOLLY OR PARTIALLY, FROM ANY ACT OR OMISSION OF PASSENGER, INCLUDING ANY ACT OR OMISSION OF ANY MINOR CHILD WHO MAY ACCOMPANY THE PASSENGER.

10.3 The provisions of Sections 10.1 and 10.2 shall survive the termination or expiry of this Agreement and shall be effective and binding upon each of the respective heirs, next of kin, executors, administrators and assigns.

11. FORCE MAJEURE

11.1 Without restricting any generality of the foregoing, RCP shall not be liable for loss, damage, delay or non-performance of any provision of this Agreement, if such loss, damage, delay or non-performance is caused by an act of God, severe adverse weather conditions, avalanche, flood, fire, riot, strike, accident, war or the acts of any government (whether foreign, or domestic, Federal, Provincial, or Municipal) or any causes beyond the reasonable control of RCP, whether or not similar to any of the foregoing.

12. PRIVACY OF INFORMATION

12.1 RCP is committed to protecting the privacy of Passenger's "Personal Information" as defined in the *Personal Information Protection and Electronic Documents Act* (Canada). Upon booking an excursion or accepting this Agreement, Passenger thereby authorizes RCP collect, process, retain and use Passenger's Personal Information for RCP's business purposes, which includes without limitation: making reservations and accommodating special requests onboard the Royal Canadian Pacific train; making reservations with Third Party Service Providers; accounting, billing and auditing; checking credit or verifying payment status; customer relations; sales and marketing;

research and statistical analysis; business promotion; and protecting the legal rights of RCP. Passenger may contact RCP in writing to review and rectify Passenger's Personal Information retained by RCP, or to opt out of having Passenger's Personal Information being used for sales and marketing purposes or for research and statistical analysis.

13. GENERAL PROVISIONS

- 13.1 **SUCCESSORS & ASSIGNS.** This Agreement is not assignable by Passenger without the prior written consent of RCP. The rights and liabilities under this Agreement shall enure to the benefit of the permitted assignee, subject to any terms or conditions stipulated by RCP, and to the benefit of the successors and assigns of RCP without restriction or limitation.
- 13.2 **SEVERABILITY.** In the event any provision in this Agreement is held to be void or invalid, illegal or otherwise unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect and shall be binding upon the parties as though such provision had never been included in this Agreement.
- 13.3 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties concerning its subject matter and no other representations, warranties or agreements, either oral or written, made by any director, officer, employee, agent, or representatives shall be binding upon RCP.
- 13.4 **GOVERNING LAW.** Passenger agrees that this Agreement shall be governed and interpreted by the Laws of the Province of Alberta and the laws of Canada applicable therein. The parties hereby attorn to the non-exclusive jurisdiction of the Courts of the Province of Alberta, without prejudice to the rights of RCP to take proceedings in any other jurisdiction. The parties hereby waive any right to a trial by jury.