

## **PADDLE A BOARD BOOKING TERMS & CONDITIONS**

By booking or participating in a tour and any related products or services (a "**Tour**") with Paddle A Board Inc., a body corporate in Alberta, Canada ("**Paddle A Board**" or the "**Tour Operator**"), you ("**you**") agree to the following Terms & Conditions (the "**Terms**").

By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

### **1. THE PADDLE A BOARD BOOKING AGREEMENT**

Your booking is confirmed and a contract exists when Paddle A Board issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to Paddle A Board immediately. You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to Paddle A Board.

### **2. BOOKING ON BEHALF OF OTHERS**

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying Paddle A Board or your travel agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and Paddle A Board will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

### **3. REQUIRED MEDICAL INFORMATION**

Paddle A Board reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where Paddle A Board determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others. You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. Paddle A Board does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

### **4. SPECIAL REQUIREMENTS**

Any special requirements must be disclosed to Paddle A Board at the time of booking. Paddle A Board will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to Paddle A Board at the time of booking but Paddle A Board cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and Paddle A Board and Paddle A Board is not liable for any failure to accommodate or fulfill such requests.

### **5. MANDATORY INSURANCE REQUIREMENTS**

YOU MUST HAVE TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF CAD\$250,000 covering all applicable dates of travel with Paddle A Board. This insurance must cover personal injury and emergency medical expenses. On the first day of each Tour, a representative of Paddle A Board will verify that you have sufficient insurance in place. You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a

result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by Paddle A Board and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

## **6. PRICES, SURCHARGES AND TAXES**

Paddle A Board will not increase the price of your Tour after you have paid in full. Tours are priced and advertised inclusive of applicable taxes. From time-to-time Paddle A Board may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by Paddle A Board are not entitled to reduced pricing.

## **7. VALIDITY**

All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance with these Terms.

You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services, including, but not limited to checking Paddle A Board's website at least 72 hours prior to departure as minor changes may have been made after the time of booking.

## **8. DEPOSITS**

At the time of booking, a non-refundable deposit representing 25% of the price of the Tour, as applicable, and per person per Tour is due to Paddle A Board. The non-refundable deposit should be sent to Paddle A Board or authorized agent, as applicable. If the booking is made 90 days or less prior to departure, 75% of the price of the Tour is due at the time of booking and is non-refundable. In any event, 90 days prior to the tour departure date, you will be required to pay 75% of the balance which is non-refundable. The full balance, which is non-refundable, of the price of the Tour will be due 6 weeks prior to your departure date.

## **9. DETAILS REQUIRED FOR BOOKING**

As a condition of booking, you must provide the information requested by Paddle A Board along with final payment. If you fail to supply information required by Paddle A Board for air tickets, permits, or other inclusions, you will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by Paddle A Board, Paddle A Board also reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable by Paddle A Board, in its sole discretion. The information required by Paddle A Board will vary by Tour and will be communicated to you or to Paddle A Board's authorized agent during the booking process. Paddle A Board will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

## **10. AIRFARE**

Tour prices do not include international or other airfare unless expressly mentioned in the Tour's description. Paddle A Board is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

## **11. TOUR SIZE AND CAPACITY**

Each Tour will include a minimum of 6 participants and a maximum of 10 participants, plus a driver and a tour guide. If each booked Tour does not reach 6 participants for a particular Tour date, the Tour will be cancelled and any bookings made will be refunded in full or booked on to another Tour, based on availability and subject to change at the discretion of Paddle A Board.

All participants agree to shared accommodation with one other participant. Please note, each participant will have separate beds. If you book as a group or as a couple, you will be guaranteed to be together. All individual participants will share rooms (maximum two participants per room) with consideration for same sex accommodations where requested. If you require your own room throughout the Tour, please indicate at the time of booking, and Paddle A Board will endeavour to accommodate this request. Paddle A Board cannot guarantee availability, and please note, any requests are subject to additional costs.

## **12. GRATUITIES**

Tour costs account for accommodation, included meals, and included excursions. Any additional activities or meals will not include gratuities, and it is recommended that you please tip accordingly. Suggested gratuity for a tour guide CAD\$8.00 per person per day, and for a coach driver CAD\$5.00 per person per day.

## **13. FINAL PAYMENT & ACCEPTANCE OF BOOKING**

The confirmation sent by Paddle A Board will contain details of final payment required for any booking. If full payment is not received by the applicable due date, Paddle A Board may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled and retain the deposit paid on booking as a cancellation fee. If a booking is made less than 60 days before the departure date of the first product included in the applicable booking, then the full amount must be paid at the time of booking. If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to you prior to booking and will also be detailed on the applicable invoice.

Paddle A Board is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to Paddle A Board.

## **14. CANCELLATION BY THE PARTICIPANT**

You may cancel your booking by notifying Paddle A Board. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by Paddle A Board and are expressed as a percentage of the total price paid for the cancelled Tour, product or service (excluding any insurance products).

Cancellation of a Tour:

(a) Cancellation prior to the date which is 90 days in advance of departure of the relevant Tour booking: The 25% deposit representing 25% of the costs of the Tour will be kept and any remaining balance, if any, will be refunded to you.

(b) Cancellation received following the date which is 90 days prior to the date of departure of the relevant Tour booking and prior to the date that is 6 weeks in advance of the departure of the relevant Tour booking: An amount equal to 75% of the costs in respect of the cancelled Tour will be non-refundable and any remaining balance, if any, will be refunded to you.

(c) Cancellation less than 6 weeks before departure of first product or service in relevant booking: The full cost of the Tour is due and payable and no refunds will be granted and all deposits will be payable to Paddle A Board.

## **15. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY PADDLE A BOARD**

A departure date for a Tour offered by Paddle A Board will become a guaranteed departure when at least one booking secured by a valid deposit has been made on that departure.

Paddle A Board guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonable itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available on Paddle A Board's website or by contacting Paddle A Board. Brochures and other printed materials displaying Tour information and departure dates are subject to change may not be relied upon for purposes of this guarantee.

If a Tour is cancelled by Paddle A Board before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from Paddle A Board:

- (a) a substitute Tour of equivalent or superior value; or
- (b) a substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from Paddle A Board the difference in price between the price of the Tour originally purchased and the substitute Tour; or
- (c) a full refund of all monies paid for the cancelled Tour.

Paddle A Board is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, Paddle A Board reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, Paddle A Board will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, Paddle A Board may provide you with a refund for unused products or services as determined in its discretion.

#### **16. EQUIPMENT (BOARDS AND OTHER TOUR EQUIPMENT)**

If you are bringing your own paddle board with you on the Tour, please note, we only accept airboards at this time. This may change over time. If you have any queries about this, please reach out to us on enquiries@paddleboard.com or call us on + 1.403.813.7901.

Airboards are available for rental for the entire Tour dates (7 days). Once the Tour ends, everything supplied with the airboard is to be returned to Paddle A Board Inc. The cost of the airboard rental is CAD\$100+GST which is non-refundable. A refundable deposit of CAD\$150.00 will be taken at the time of rental and returned, subject to the cost of any damage incurred during the rental. All airboard rentals come with: PFD (life jacket), leash, paddle and hand pump. All boards will be required to be packed away after each paddle in the bags supplied to transport to the next destination safely. Bookings can be confirmed at the time of booking your Tour dates or up until 24 hours prior to the Tour date departure time.

PADDLE'A BOARD INC. HAS NO RESPONSIBILITY TO PROVIDE PARTICIPANTS WITH WETSUITS OR PADDLE BOARDING ATTIRE. YOU ARE RESPONSIBLE FOR BRINGING THE SUITABLE ATTIRE TO PADDLE BOARD IN ALL WEATHER CONDITIONS. WE WILL STILL BE OUT ON THE LAKES COME RAIN, SNOW, SUNSHINE - AS LONG AS IT IS SAFE TO DO SO.

#### **17. PICK UP LOCATIONS**

All logistical information with respect to the departure of the Tour will be provided 5 weeks prior to the date of departure.

#### **18. TRAVEL DOCUMENTS**

For international participants, it is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each Tour location. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with Paddle A Board as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or

defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by Paddle A Board that is a direct result of your failure to secure or be in possession of proper travel documentation. Paddle A Board does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that Paddle A Board is not responsible for any errors or omissions in this information.

## **19. BAGGAGE ALLOWANCE**

Each participant is allocated one piece of main baggage and one piece of additional baggage. The size of each participants' main baggage must be within (L+W+H) 157 total cm (62 total in.) and not weighing more than 23 kg (50 lb.).

The size of each participants' additional baggage should not exceed the following size restrictions: 53 cm x 23 cm x 38cm (21 in. x 9 in. x 15 in.)

Please contact Paddle A Board if you wish to request additional baggage allowances (additional fees may apply)

## **20. FLEXIBILITY & UNUSED SERVICES**

You acknowledge that the nature of adventure travel activities require flexibility and acknowledge that you will permit reasonable alterations to products, services or itineraries by Paddle A Board. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of Paddle A Board (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of Paddle A Board, including your removal from a Tour because of your negligence or breach of these Terms.

## **21. CHANGES**

Changes made by Paddle A Board: Paddle A Board may modify your itinerary where reasonably required in its sole discretion. If Paddle A Board makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a "Material Change"), Paddle A Board will provide notice to you as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made more than 14 days before departure, you may choose to:

- i) accept the Material Change and proceed with the amended product or service;
- ii) book another product or service of equal or greater value, if available (you will be responsible for paying any difference in price); or
- iii) book another product or service of lesser value, if available (with a refund payable to you for the difference in price); or
- iv) cancel the amended product or service and receive a full refund for the land-only portion of the applicable product or service (a refund is not available for other products or services booked which are not subject to a Material Change).

You must notify Paddle A Board of your choice within 7 days of receiving notice or you will be deemed to accept the amended itinerary.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of Paddle A Board. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with Paddle A Board, whether or not such expenses arise from a change of itinerary, and Paddle A Board is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. Paddle A Board will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by you: You are responsible for ensuring that information provided to Paddle A Board is accurate and up-to-date. Any changes to your name on any booking are subject to Paddle A Board's approval. Any changes to a booking depend on availability and are subject to Paddle A Board's approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 10 days of departure of the first product or service on the applicable booking.

## **22. ACCEPTANCE OF RISK**

You acknowledge that adventure travel and activities and the products and services offered by Paddle A Board may involve a significant amount of risk to your health and safety. By traveling with Paddle A Board you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risks and release Paddle A Board from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by Paddle A Board. Paddle A Board requires that you confirm your assumption of this responsibility by completing the participation waiver (the "Waiver") prior to departing on your tour. The Waiver will be provided to you in advance of the commencement of the Tour.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, participation in "extreme sports" or other high-risk activities. You agree that Paddle A Board is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all regions of the Tour. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of Paddle A Board (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, Paddle A Board may terminate your travel arrangements on any product or service immediately at your expense and without any liability on Paddle A Board's part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by Paddle A Board or Paddle A Board's suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of Paddle A Board and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither Paddle A Board nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to Paddle A Board as soon as possible in order to provide Paddle A Board with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of Paddle A Board or Paddle A Board's customer service department directly. Paddle A Board assumes no liability for complaints that are not properly brought to the attention of Paddle A Board and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by Paddle A Board within 30 days of the last day of travel of the booking in question.

### **23. PADDLE A BOARD IS NOT LIABLE FOR THIRD PARTY SUPPLIERS**

Paddle A Board makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although Paddle A Board takes all reasonable care in selecting Third Party Suppliers, Paddle A Board is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the jurisdictions in which they operate and Paddle A Board does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

Paddle A Board is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than Paddle A Board and its employees.

Paddle A Board is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

### **24. OPTIONAL EXTRAS**

"Optional Extras" refers to any activity, transportation, meal, product or service not expressly included in the Tour itinerary or price of the Tour and which does not form part of the Tour. You agree that any assistance given by Paddle A Board's representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and Paddle A Board makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of Paddle A Board regarding any Optional Extras. You release Paddle A Board from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

### **25. LIABILITY**

Paddle A Board and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against Paddle A Board for any such loss, damage, injury, or death.

In the event that any loss, death, injury or illness is caused by the negligent acts or omissions of Paddle A Board or of the Third Party Suppliers of any services which form part of the booking contract then Paddle A Board limits its liability, where applicable by all applicable international conventions.

Notwithstanding anything to the contrary elsewhere in these Terms, Paddle A Board will not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability Paddle A Board may incur for the negligent acts or omissions of its suppliers will be limited to a maximum of the price which you paid for the applicable Tour, not including insurance premiums and administration charges. Where this relates to loss or damage to luggage and other personal possessions then Paddle A Board liability will not exceed CAD\$1,000. Paddle A Board will not at any time be liable for any loss of or damage to valuables of any nature. You agree that you will be precluded from making a double recovery by making the same claims and seeking recovery against Paddle A Board and its suppliers, contractors or other third parties.

## **26. FORCE MAJEURE**

Paddle A Board will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Paddle A Board failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, pandemic, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Paddle A Board; or an event which Paddle A Board or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

## **27. IMAGES AND MARKETING**

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, Paddle A Board or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royal ty-free, worldwide, irrevocable license to Paddle A Board, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## **28. PRIVACY POLICY**

Paddle A Board must collect your personal information to deliver the Tour and any products or services booked. Paddle A Board collects, uses and discloses only that information reasonably required to enable Paddle A Board and its Third Party Suppliers to provide the particular Tour, products and/or services that you have requested as described in Paddle A Board's Privacy Policy, which can be accessed any time at [www.paddleboard.com/terms-conditions/privacy/](http://www.paddleboard.com/terms-conditions/privacy/) and is expressly incorporated into these Terms. By submitting any personal information to Paddle A Board, you indicate your acceptance of Paddle A Board's Privacy Policy.

## **29. SEVERABILITY**

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

## **30. CONTRACT PARTIES & SUCCESSORS**

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

## **31. APPLICABLE LAW**

The Contract and these Terms are subject to the laws of Alberta, Canada and you submit to the exclusive jurisdiction of the courts located in Calgary, Alberta, Canada for the resolution of any dispute under these Terms or concerning any Tour, product or service.

## **32. AMENDMENTS**



Paddle A Board reserves the right to update or alter these Terms at any time, and will post the amended Terms on Paddle A Board's website at [www.paddleboard.com/terms-conditions](http://www.paddleboard.com/terms-conditions). Any amendment will take effect 10 days after being posted to Paddle A Board's website. An up to date copy of these Terms, as amended, may be accessed at any time on Paddle A Board's website and will be sent to you upon written request to Paddle A Board. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on Paddle A Board's website. Paddle A Board recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.