RC Travel

Reservation Request Form

I,_____, have read and I agree to the Terms & Conditions outlined in the Canal Boat Vacation / Travel Information Packet set forth by RC Travel. I wish to reserve a spot for one of the trips planned and guided by RC Travel.

_____ _____
Name as shown on passport (please print) Today's Date

_____ _____ _____
Passport Number Passport Expiration Date Your Birth date

_____ _____
Signature Best Phone: home cell work

_____ _____
Email Address (please print) Emergency Contact: name & phone

_____
Street Address

_____
City State Zip

Please provide us with a Credit Card number so we can book hotel rooms for you:

Visa or Mastercard (circle one). Name on the Card: _____

Card Number: __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __

Expiration Date: __ / __ Three digit Security Code [__ __ __]

Deposit amount: $1450 per person (goes toward balance of $2900 per person).

Review Terms & Conditions (#2) to see payment rights and requirements.

Send Checks to: Carla Egge / 3690 Birch Road / Hermantown, MN 55810
Call or text with questions: Carla Egge cell 218-393-7767 / Rick Egge cell 218-348-4700

We look forward to traveling with you!

RC Travel Terms and Conditions

Terms and Conditions

1. Reservation
A confirmation of reservation with Rick and Carla Egge, doing business as RC Travel, automatically initiates the terms below. Your contract is with Rick and Carla Egge and a contract exists as soon as you sign your reservation request.

2. Payment Terms
2.1. At the time the canal boat travel is scheduled and approved, a fifty percent (50%) initial payment of $1450 per person is due. Final payment of $1450 (plus any special requests / arrangements) will be invoiced 60 days before travel and due upon receipt.
2.2. All payments are based on double occupancy. If a solo cabin is required, there will be an additional charge of $1150.
2.3 If paying by Credit Card Rick and Carla Egge will add a 3% processing fee.

3. Cancellation Terms
Regardless of the reason, to cancel a reservation please notify Rick and Carla Egge in writing. Rick and Carla Egge will assess the following fees per reservation:
3.1 More than 10 weeks before travel: the value of the deposit is retained.
3.2 60 days or less before travel: 100% of the cost of the trip is retained.
3.3 If any scheduled payment is not received, Rick and Carla Egge reserve the right to cancel the contract and retain all fees paid to that date.

4. Travel Insurance
Travel Insurance (cancellation insurance and medical emergency insurance) is highly recommended.

5. Travel Periods and Routes
Unless otherwise agreed upon, the travel is for the agreed upon dates for the Rick and Carla Egge led portion of your trip. Extra time at the beginning and/or the end of your trip are at your discretion and will be charged at the rate in which Rick and Carla Egge are charged for making any arrangements on your behalf. Rick and Carla Egge will act as your travel agent for the canal boating and if applicable, the driving tour portions of your travel. We will arrange travel to and from the boat, and will consider, at your request, arranging additional travel in France or Europe.

6. Delivery of Product
Rick and Carla Egge are the guides and coordinators of products delivered by multiple third party vendors. We will make every effort to insure that the services contracted will be fulfilled. If the services are not delivered by the vendor as promised, we will advocate for you in resolving the issue. You agree to not hold Rick and Carla Egge liable for any service not performed by a third party contracted on your behalf.

7. Availability
If, due to circumstances beyond Rick and Carla Egge's control, we are unable to provide the vacation as scheduled, we will either provide a similar alternative, a credit, or a refund if available, at your discretion.

8. Additional Expenses
You agree to pay any additional expenses during your vacation that Rick and Carla Egge have not specifically expressed as being part of the prepaid vacation package. These could include but are not limited to consumable items such as food, drinks, restaurant meals, taxi cab charges, tours, museum fees, and change fees.

9. Termination of Vacation and Indemnity
Rick and Carla Egge reserve the right in their absolute discretion to terminate, without further notice, the vacation arrangements for anyone who refuses to comply with the instructions or orders from Rick and Carla Egge, and whose behavior or competence in Rick and Carla Egge's opinion is likely to cause distress, damage, danger or annoyance to themselves or other customers, staff or any third party property. Upon such termination, Rick and Carla Egge's responsibility to you ceases and Rick and Carla Egge shall not be liable for any costs incurred by you.

10. Restricted or Interrupted Cruising
Rick and Carla Egge accept no liability and shall not be bound to make any refund in the event of cruising waters being restricted, or the cruise being interrupted as a result of closing waterways for repairs or because of drought, flooding, or any other cause beyond Rick and Carla Egge's control.

11. Force Majeure
We regret that we cannot accept responsibility or pay compensation where the performance or prompt performance of our contract with you is prevented or affected by any reason of circumstances amounting to "force majeure." For the purpose of this section, circumstances could be but are not limited to any event that Rick and Carla Egge could not, even with all due care, foresee or avoid, including destruction of the boat due to fire, flood, explosion, storm or weather damage, accident, break-in, criminal damage or any other cause outside our control.

12. Governing Law and Venue
This contract shall be constructed and interpreted in accordance with the laws of the State of Minnesota. The venue for any proceeding hereunder shall lie in St. Louis County, Minnesota.

13. WAIVER/ASSUMPTION OF RISK/RELEASE OF LIABILITY
You agree to assume all risks of participating in the vacation and release Rick and Carla Egge, the owners of the vessel named Relax Companion, and The Syndicate LLC, from any liability for loss, damage, or injury (including disability or death) to your person and property while attending, participating in, or becoming involved with the vacation. You specifically make the following representations and assurances, acknowledging that Rick and Carla Egge would not permit your participation in the vacation without receiving such representations and assurances:

I wish to participate in a Rc Travel vacation subject to the terms and conditions herein. I acknowledge and agree that the vacation involves some inherently dangerous activities. Rick and Carla Egge will use good faith efforts to conduct and manage the vacation, but I understand that it is not possible to make the vacation completely safe. I warrant and represent that I am sufficiently knowledgeable, skilled and/or informed regarding the vacation to properly and fully judge the inherent risks of the vacation.

ASSUMPTION OF RISK. I acknowledge and agree that the vacation involves potential risks of serious personal injury, disability or even death. I represent that I have sufficient physical fitness to participate in the vacation and I have no medical reason or impairment that might otherwise prevent me from participating in the vacation. If I know or should know of any condition or problem that might prevent me from safely participating in the vacation, I agree that I will immediately advise Rick and Carla Egge and remove myself from the vacation should the strain on myself prove immediately detrimental to my life and lifestyle.

In consideration of participating in or becoming involved with a Rick and Carla Egge vacation, I hereby assume full responsibility for my own safety and accept all known and unanticipated risks of loss, damage, and injury (including death or disability) to myself and my property while attending, participating in, or becoming involved with the vacation, regardless of whether or not such risks are attributable to the negligence of others. By assuming and accepting all known and unanticipated risks, I completely absolve, waive, discharge, and release Rick and Carla Egge, the owners of the vessel named Relax Companion, The Syndicate LLC and all its employees, advisors, consultants, members, contractors, organizers, operators, volunteers, sponsors, or other persons affiliated with Rick and Carla Egge and all facility staff, guests, fellow participants, landlords, owners, management companies and the like (collectively the "Indemnified Parties") from any legal duty for my safety or any liability for my harm, to the maximum extent permitted by law.

RELEASE OF LIABILITY. In consideration of participating in or becoming involved with a Rick and Carla Egge vacation, I hereby agree to release, waive, discharge, hold harmless, defend and indemnify the Indemnified Parties from and against any and all liability, claims, demands, controversy, lawsuits or possible causes of action ("Claims") that may accrue or arise from any loss, damage, or injury (including death or disability) to my person and property that is in any way related to or arising in connection with my attendance at, participation in, or involvement with the vacation, regardless of whether or not such Claims are attributable in whole or in part to any act, omission, or negligence of the Indemnified Parties. I agree that the Indemnified Parties will not be legally responsible for any loss, damage, and injury (including death or disability) to my person and property arising out of or in any way connected to the vacation, however caused and on any theory of liability whatsoever (whether in contract, tort, negligence, strict liability or otherwise), including but not limited to the Indemnified Parties' own negligence. Such defense and indemnification shall include all reasonable costs, expenses, and attorneys' fees that may be associated with any Claims. I further agree that I will not cause, encourage, promulgate, support or cooperate with (unless such cooperation is judicially mandated) any Claims to be brought against the Indemnified Parties.

I understand that the above release and assumption of risk is intended to provide a comprehensive release of liability but is not intended to assert any defenses that are prohibited by law. The release and assumption of risk shall be enforceable to the fullest extent allowed by law. If any portion of the release and assumption of risk is held invalid, those parts that are not held invalid shall continue in full force and effect. The terms of the above release and assumption of risk shall apply to and be binding on myself, my spouse, my heirs, all members of my family, executors, administrators, representatives, and assigns.

Traveler's Signature

_____

Date

_____