

Delicious Discoveries Food & Walking Experiences

Liability Waiver and Terms & Conditions Agreement

- 1. Liability Waiver:** I understand that my participation in any activities or tours with Maya Strasser o/a "Delicious Discoveries" requires me to sign this liability waiver which will limit my ability to sue the company or any individuals associated for any reason including bodily injury, illness or death to myself or any minors in my party. I have disclosed any food allergies or dietary restrictions for myself and members of my party on the registration form. I accept full responsibility should I or anyone in my party have an allergic reaction or medical issue related to a known or unknown allergy or dietary restriction. I understand and agree that I am responsible for my own safety and the safety of any minors in my party while on the tour. I recognize and acknowledge that there are various risks associated with walking through the city and eating food from restaurants and other establishments, even if precautions have been taken. While Delicious Discoveries frequents restaurants in good standing with the Ontario Ministry of Health and offers food that has been deemed safe by local authorities, they cannot be held liable for any injury, illness, allergic reaction, or other harm that may result from consuming the food or being on the premises of the restaurants and establishments visited on the tour. I accept full responsibility for myself and my party.
- 2. Assumption of Risk:** I understand that my participation in a Delicious Discoveries tour carries inherent risks, including but not limited to food-borne illness, allergic reactions, traffic accidents, and injury from walking/traversing uneven surfaces. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury that may be sustained by me or my party.
- 3. Indemnification:** I agree to indemnify and hold harmless Delicious Discoveries, its employees, agents, and representatives from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in a tour, whether caused by negligence or otherwise.
- 4. Photography and Media Release:** By participating in a Delicious Discoveries tour, you acknowledge and agree that photographs and/or video recordings may be taken during the tour. You hereby grant Delicious Discoveries the perpetual, royalty-free right to use, reproduce, modify, publish, distribute, and display any such photographs or recordings featuring your likeness for promotional purposes on the Delicious Discoveries website, social media platforms, or other marketing materials, without further consent or compensation. If you do not wish to be photographed or recorded, please notify your tour guide at the beginning of the tour.
- 5. Booking & Payment Terms:** All experiences must be paid in full at least 24 hours prior to your scheduled tour date. Your booking is not confirmed until full payment has been received. You will receive a confirmation email with meeting instructions once your payment is processed.
- 6. Cancellation & Rescheduling Policy:** If Delicious Discoveries must cancel or reschedule your tour, you will be notified by email and offered an alternative date or a gift certificate valid for a

future tour. With the purchase of Experience Cancellation Insurance (\$9 per participant), you may cancel up to 3 hours before a regularly scheduled group tour. Cancellation requests must be emailed to hello.delicious.discoveries@gmail.com to be valid. This allows you to cancel for any reason and receive a full refund or reschedule to another date. If the minimum number of participants is not met, Delicious Discoveries reserves the right to cancel a tour up to 24 hours in advance. In this case, you will be notified by email and may choose to reschedule or request a full refund.

7. **Severability:** If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
8. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
9. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes any prior understandings regarding the subject matter. This agreement may only be modified by a written amendment signed by both parties.
10. **Custom Private Tours:** When booking a custom private tour, Delicious Discoveries will assess the time required to complete your request once payment and all necessary information is received. Custom tour planning can take between one to three weeks, and payment and information must be provided at least one week prior to the requested tour date. Custom Private Tours are non-refundable unless Delicious Discoveries is unable to fulfill the request.
11. **Custom Trip Planning Service:** The custom trip planning service includes making reservations for restaurants, attractions, and accommodations on behalf of the client. Any fees incurred by Delicious Discoveries due to missed reservations or cancellations will be passed on to the client. While Delicious Discoveries exercises due diligence in recommending activities, restaurants, and accommodations based on quality and availability, Delicious Discoveries cannot be held responsible if any recommended establishments are closed, go out of business, or are otherwise unavailable during the client's trip.
12. By booking a tour with Delicious Discoveries, you are acknowledging that you have read, understood and agree to be bound by this liability waiver and terms & conditions agreement in its entirety. You also confirm you are accepting responsibility for yourself and any minors in your party.