

## Eagle Pass Heliskiing Ltd.

### General Business Terms and Conditions 2007 - 2008

#### Management/Organiser

Eagle Pass Heliskiing Ltd. (EPH) is the organizer of the ski packages described in the EPH brochure and website. Any travel agent or individual representing Eagle Pass Heliskiing Ltd. is acting only as an agent authorized for encashment.

**Note :** the term heliskiing shall include heli snowboarding, heli telemark skiing and heli access ski touring skiing.

#### Registration Policies and Conditions

By submitting the signed registration form the client has entered into an agreement with EPH. The completed registration form along with the terms and conditions, ski packages or quote and the rates and dates constitutes a legally binding agreement between EPH and the guest.

#### Deposits, Registration and Payment

Each guest should familiarise themselves with these terms and conditions and the entire brochure or website. This will ensure that you pick the best package for your needs and that you have a full understanding of what a heliski trip/ski package entails.

Contact our office to **reserve** a space in a ski package. A **non-refundable deposit** and **completed registration form** are required within **1 week** of the reservation date to **confirm** your **reservation**. The deposits for the various packages are as follows:

- For a **7 day semi private ski package and a 3 and 4 day private package** a \$1000.00 CDN **non refundable** deposit per person is required.
- For a **3 and 4 day semi private ski package** a \$ 500.00 CDN **non refundable** deposit per person is required.
- For a **7 day private package** a \$ 2500.00 CDN **non refundable** deposit per person is required.

To **secure** your space, **final payment** is required 90 days prior to commencement of package or November 1, 2007 whichever comes first. If booking less than 90 days prior to start of ski package full payment is due to confirm and secure the space.

All prices are quoted in Canadian dollars and are subject to change without notice.

A 6% federal goods and services tax (GST) is not included in any ski package price.

#### Refunds

No refunds are given in whole or in part for unused days within the package due to late arrival or early departure. If you decide to come in early or not ski at all no refund will be given should the guaranteed vertical not be reached. Should the entire group not reach the guaranteed vertical due to weather, mechanical breakdown or conditions, unskied footage is averaged over the group and is refunded at \$98.00 CDN per thousand meters.

#### Cancellations

All ski packages start and finish on the specified dates and have been offered as a complete package. There are no refunds, partial or full for any of the following reasons:

- late arrival or early departure for any reason.
- sickness or injury.
- lack of skier ability or fitness.

Cancellations must be made in writing and received by registered mail. Time of cancellation is established upon arrival of registered mail at EPH. If you are unable to attend your ski package after the final payment date then the ski package is transferable to another person. If EPH is able to find a replacement for your space then your package payment can be deferred to a ski package in the next season. Cancellation more than 90 days prior to the start date of package will result in loss of the **non refundable** deposit. If cancellation is received 90 days or less, prior to start of confirmed package then entire trip price is owed and **non refundable**.

Eagle Pass Heliskiing Ltd. reserves the right to cancel any heliskiing package at anytime. Should this occur a full refund of payments including deposit will be given.

#### Fuel Surcharge

EPH reserves the right to add a fuel surcharge to any of the ski packages. The price of ski packages are determined months in advance before fuel costs are known. As this is one of EPH's single greatest costs we may be forced to add a fuel surcharge to compensate for increases in fuel prices.

#### Liability

Each guest will be required to sign a **RELEASE FROM LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**. By signing this agreement / waiver you are giving up certain legal rights. This agreement / waiver must be signed and witnessed before the guest is allowed to ski. Refusal to sign this waiver will result in cancellation of that guests ski package with no refund of any sort.

#### Insurance

EPH strongly suggests that each guest purchase trip or holiday cancellation insurance in addition to medical, personal and travel insurance. This insurance should cover emergency helicopter evacuation.

**See "Ski Packages" for further information on packages, rates and dates.**