

## **Retallack Terms and Conditions (Winter)**

1. **Acceptance of Terms and Conditions of Sale.** These terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms**") apply to the purchase and sale of services through either [www.retallack.com](http://www.retallack.com) (this "**Site**") or otherwise in any manner with Retallack (as defined below); constitute a legal agreement; and are entered into by and between you ("**guest,**" "**you,**" "**your,**") and Retallack Guides Inc. ("**Retallack,**" "**we,**" "**us,**" "**our**").

**BY CLICKING TO ACCEPT THE TERMS, OR BY SUBMITTING A BOOKING FORM OR MAKING A PAYMENT, YOU ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS, WHICH INCLUDE OUR LIABILITY WAIVER AND OUR PRIVACY POLICY (FOUND AT <https://www.retallack.com/privacy-policy/>), WHICH ARE INCORPORATED HEREIN BY REFERENCE. YOU AGREE THAT YOU WILL SIGN THE PHYSICAL COPY OF THE LIABILITY WAIVER UPON ARRIVAL AT RETALLACK LODGE.**

Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, a package from Section 2 as listed in your order (the "**Services**", "**trip**" or "**package**"). All orders must be accepted by us or we will not be obligated to sell the package to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the package you have ordered.

2. **Packages.** Retallack has a number of packages and options available for guests:
  - 2.1 Standard Package. Retallack offers guests various 2-5 day packages for professionally guided Catskiing with accommodation, gourmet meals and après at Retallack Lodge. You will join other guests in a Cat, with up to maximum 12-13 guests per Cat.
  - 2.2 Private Cat Package. Retallack offers guests the option of booking a single private Cat (maximum capacity of 12-13 guests per cat). This means that Retallack will not fill a Private Cat with additional guests, and group leaders have the option of determining how many individuals they would like in their Private Cat. Private Cat packages must be paid for by one payor or group leader.
  - 2.3 Private Lodge Package. Retallack also offers guests the option of booking out Retallack Lodge (maximum capacity of 24 guests). This means that Retallack will not fill Retallack Lodge with additional guests, and group leaders have the option of determining how many individuals they would like in their Private Lodge package. The Private Lodge package also offers the additional benefit of utilizing up to three Cats if desired. Private Lodge packages must be paid for by one payor or group leader.
  - 2.4 Day Trips. On occasion, Retallack has opportunities for guests to join us Catskiing for the day, without Retallack Lodge accommodation and meals.
3. **Guest Responsibilities.** You agree, and are solely responsible for ensuring, that:
  - 3.1 You have fully and accurately completed our booking form;
  - 3.2 You are admissible and able to enter into Canada, including having and bringing a valid passport and any required visas;
  - 3.3 You follow, both before and during your trip, all health and safety policies and procedures communicated by us, including those at Section 4;

- 3.4 Without limiting Section 4, you are healthy and not experiencing symptoms of any illness both immediately preceding your arrival to Retallack and on each Catski day;
- 3.5 You comply with the No Harassment or Bullying requirements at Section 5;
- 3.6 You are able to ski at least at an advanced level in powder (black diamond runs);
- 3.7 You are experienced skiing ALL types of terrain in DEEP POWDER conditions (knee deep plus), including trees, glades, steeps, chutes, and variable snow conditions;
- 3.8 You have previous Heliski, Catski, or ski touring experience; and
- 3.9 You are physically fit and prepared to ski for a whole day.

All terrain at Retallack is advanced or expert level powder terrain – there is NO easy or intermediate terrain. Please note that an expert skier or snowboarder on groomed slopes may be only an intermediate skier or snowboarder in powder.

If you cannot complete the day because of fitness level or ability, you may be asked to sit out runs in the Cat or return to the lodge.

#### 4. **Health and Sickness.**

- 4.1 You agree that you will not travel to or arrive at Retallack if:
  - (a) in the 14 days prior to your arrival at Retallack, you have:
    - (i) been diagnosed with novel coronavirus (COVID-19);
    - (ii) been in contact with anyone who has been diagnosed with novel coronavirus (COVID-19);
    - (iii) travelled from or through a Level 3 or 4 Travel Advisory listed country (as listed in the Government of Canada website at <https://travel.gc.ca/travelling/health-safety/travel-health-notices>); or
    - (iv) been in contact with anyone who has travelled from or through a Level 3 or 4 Travel Advisory listed country.
  - (b) in the 72 hours prior to your arrival at Retallack, you have gastrointestinal symptoms of nausea, vomiting, or diarrhea.
  - (c) you have any symptoms of any infectious disease which may be contracted through viruses, bacteria, parasites, fungi or any micro-organism, and which may be transmitted through direct or indirect contact.
- 4.2 Retallack may require you to participate in health checks or testing prior to or during participation in your trip, which may include checking your temperature, pulse oximetry (i.e. peripheral SpO2), COVID-19 testing, and may require you to sign a legal declaration as to your recent and current state of health. We reserve the right to deem you incapable of participation in your trip if, in our sole opinion, you do not pass our health checks or any part of your declaration is incorrect.
- 4.3 If we deem you incapable of participation or if you fail to comply with this Section 4, it will be deemed to be a Guest Cancellation and Retallack will retain all payments you have made.

5. **No Harassment or Bullying.** Retallack is committed to providing its workers with a workplace that is free from harassment and bullying.

- 5.1 Workplace harassment means engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome. Workplace harassment includes discriminatory harassment, sexual harassment, bullying, and personal harassment.
- 5.2 Retallack prohibits and will not tolerate any form of workplace harassment or bullying by any guests or visitors, regardless of whether it is verbal, physical, visual, or online. Retallack will make every reasonable practicable effort to ensure that no worker is subjected to workplace harassment or bullying.
- 5.3 If any guest or visitor violates this Section 5, Retallack may, in its sole discretion:
- (a) Require the guest or visitor to leave Retallack's premises or trip, with no refund of any monies paid for the trip;
  - (b) Not permit the guest or visitor to return to Retallack's premises or participate in any further Retallack trips; and
  - (c) Report the guest or visitor to the local authorities.
6. **Retallack Responsibilities**. As part of the booking price set out in the booking confirmation, Retallack will provide:
- 6.1 Catskiing in groups of up to 13 guests;
  - 6.2 Professionally certified guides;
  - 6.3 Lodge accommodations, double or triple occupancy, depending on room, as applicable to your package;
  - 6.4 Snack and meals and non-alcoholic beverages as applicable to your package;
  - 6.5 Vehicle and mountain safety training;
  - 6.6 Use of an avalanche transceiver, shovel, personal radio, and probe; and
  - 6.7 Limited emergency medical coverage as described in Section 12.2 of these Terms.
7. **Registration and Payment**.
- 7.1 Any booking that you make at Retallack is conditional upon Retallack receiving completed registration form, signed liability waiver, and deposit.
  - 7.2 At the time that you book a trip, you must pay a deposit of 25% of the booking price (the "**Deposit**"). **Except as otherwise expressly provided in these Terms, the Deposit is strictly non-refundable once paid.**
  - 7.3 You must pay an additional 25% on or before May 1<sup>st</sup>. If you book after May 1<sup>st</sup>, 50% of the booking price is required at the time of booking.
  - 7.4 You must pay any balance of the booking price no later than the earlier of 180 days prior to the start of your trip and October 1<sup>st</sup> (the "**Final Payment**"). If you book after October 1<sup>st</sup>, payment in full is required at the time of booking. **Except as otherwise expressly provided in these Terms, all payments are strictly non-refundable once paid.**
  - 7.5 For the avoidance of doubt, if you fail to make the May 1st or the Final Payment or fail to sign the liability waiver, Retallack reserves the right to cancel the booking without notice and retain all payments made subject to this Section 7.5. Retallack retains the right, but not the obligation, to re-sell the trip. If Retallack re-sells the trip for at least the original booking price, Retallack will refund you all payments made less the Deposit, \$100 administration fee, and payment processing fee. If Retallack re-sells the trip for less than

the original booking price, Retallack will refund you, on a pro-rata basis, all payments made less the Deposit, \$100 administration fee, and payment processing fee. If we do re-sell the trip or we do not find a paying guest to take your space, we reserve the right to fill this space with a staff member or other person, in which case no refund will be provided to you.

- 7.6 All payments shall be in Canadian dollars (CAD). Prices are inclusive of governmental fees and taxes.
- 7.7 **Payment Methods.** Retallack accepts MasterCard, VISA, certified cheques or bank drafts in Canadian Dollars (CAD), or wire transfers (please contact us for banking details). We also accept Interac Email Money Transfers (Interac Transfers are only available for Canadian guests).
- 7.8 You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honoured by your credit card company, and (iv) you will pay charges incurred by you at the posted prices. You agree that Retallack is authorized to charge any of the May 1 and October 1 payments to such credit card without further notice, unless you notify Retallack that you rescind such authorization. You agree that you will not claim any chargeback from your credit card company in relation to any monies retained by Retallack pursuant to these Terms and that you will indemnify Retallack for any claims, loss or expenses related to or arising out of any such chargeback claim.
- 7.9 You must pay for any incidental costs that you incur during your stay (i.e. liquor/wine/beer, massage sessions, and retail purchases) at the end of your stay before you depart.
8. **Requirements before Catskiing.** After you arrive but before you go Catskiing at Retallack, you must:
  - 8.1 Attend snowcat, avalanche and mountain safety training sessions;
  - 8.2 Complete any additional documentation as required by us, including a health declaration;
  - 8.3 Sign the liability waiver in paper form to confirm you understand you have given up legal rights, including the right to sue; and
  - 8.4 Complete any health or epidemic or pandemic testing as may be required by government authorities or us, in our sole discretion.

If you do not complete any of these steps or if you fail any testing, your booking or trip will be cancelled, and no compensation will be provided.
9. **Liquor Policy.** As a requirement of Retallack's liquor license, any alcohol on the premises must be purchased under our liquor license. As a result, guests are not permitted to bring their own alcohol to Retallack and will be asked to leave it in their own vehicle.
10. **Re-booking Policy.** For 14 days after the end of your trip, you have the option to book the equivalent time slot for the following season. You must pay the Deposit upon booking and all other of these Terms will apply.
11. **Refund and Cancellation Policy.** While a snowcat can operate in virtually any type of snow and weather, there is no guarantee regarding the snow, avalanche or weather conditions that you will encounter during your trip.

- 11.1 **Except as expressly provided in these Terms, Retallack will not provide you with a refund, credit, or any other compensation for any claims, loss or expense arising out of or related to your booking or trip to Retallack or its cancellation (whether such cancellation is by you or Retallack or by any other party or for any other reason).**
- 11.2 While we try to group skiers and boarders by ability level, no compensation will be provided if your group skis or boards at a greater or lesser ability than you.
- 11.3 If you arrive late, injure yourself, decide to end your day or trip earlier than the other guests or the guide, or are instructed to stop skiing or boarding because we, in our sole discretion, determine that you are not physically fit or able, no compensation will be provided.
- 11.4 Refunds. Refunds may be applied to future bookings made at the time of the refund and will otherwise be refunded in CAD via your original payment method. Refunds cannot be applied to incidental costs you incur during your stay (i.e. liquor/wine/beer, massage sessions, and retail purchases). No adjustments will be made to the refund to account for differences in the exchange rate between the time payment was made and the refund was issued. All refunds are subject to a payment processing fee of 5% (the “**payment processing fee**”) of the refunded amount, which will be deducted at the time of the refund.
- 11.5 Retallack Cancellation.
- (a) Cancellation prior to start of a trip. We reserve the right to cancel your booking at any time prior to the scheduled arrival day. If we cancel your booking 180 days or greater prior to your arrival, we will refund to you all payments which you have made. If we cancel your booking less than 180 days prior to your arrival, we will provide you with credit for the amount which you have paid for the booking, which can be applied to a future trip with us, subject to availability (“**Trip Credit**”).
  - (b) Cancellation during a trip. While a Cat can operate in virtually any type of snow and weather and Retallack has a backup Cat in the event of a mechanical breakdown, in the rare case that a day or a trip must be cancelled due to a mechanical failure. If Retallack cancels all or a portion of a trip during such trip, we will provide you with Trip Credit for that cancelled part of the trip. In this situation, Trip Credit does not include any credit for accommodation or meals that have been used.
- 11.6 Trip Credit Transfer. A guest may sell or gift his or her un-booked Trip Credit to another person provided that the guest notifies Retallack in writing of the transfer and the name and contact information of the transferee.
- 11.7 Guest Cancellation.
- (a) If you wish to cancel your booking, you must notify us in writing by email to [guestservices@retallack.com](mailto:guestservices@retallack.com). Your cancellation is only effective at the time we confirm the cancellation in writing to you.
  - (b) If your cancellation is confirmed by us:
    - (i) 180 days or greater prior to your arrival, subject to Sections 11.7(d) and 11.7(e), Retallack will refund to you all payments which you have made, less the Deposit, a \$100 administration fee, and the payment processing fee, or
    - (ii) less than 180 days prior to your arrival, subject to Sections 11.7(c), 11.7(d), and 11.7(e), Retallack will retain all payments which you have made.

- (c) Retallack Resale. Retallack retains the right, but not the obligation, to re-sell your trip. If Retallack re-sells your trip for at least the original booking price, Retallack will refund you all payments made less the Deposit, a \$100 administration fee, and the payment processing fee. If Retallack re-sells your trip for less than the original booking price, Retallack will refund you all payments made, on a pro-rata basis, less the Deposit, a \$100 administration fee, and the payment processing fee. If we do not find a paying guest to take your space, we reserve the right to fill this space with a staff member or other person, in which case no refund will be provided to you.
- (d) Rebooking. Retallack may, in its sole discretion, agree with you to re-book your trip for another date within the same season, subject to availability, and you must pay a \$100 administration fee.
- (e) Guest Transfer. Unless Retallack has provided you a refund pursuant to Section 11.7(b)(i) or has filled your spot, you may find a replacement guest to take your spot up to 2 days before the start of the trip, which replacement guest must pay any remaining booking price payments and agree to and comply with all these Terms. You or the replacement guest must also pay a \$100 administration fee.
- (f) The following situations are at your sole risk; deemed to be a Guest Cancellation; and this Section 11.7 will apply:
  - (i) Your inability to complete your booking or trip whether the reason is within or outside of your control (except as expressly stated in Section 11.5), whether foreseeable or unforeseeable, including but not limited to travel issues, closed borders, your inability for any reason to enter Canada, health-related issues, family or personal emergencies, illness or injury, epidemics, or pandemics; and
  - (ii) Your failure prior to arrival at Retallack to comply with or meet the requirements, as applicable, of Sections 3 or 4.
- (g) Your failure upon or after arrival at Retallack to comply with or meet the requirements of Sections 3, 4, 5, or 8 are at your sole risk; deemed to be a Guest Cancellation; and Retallack will retain all payments you have made.

## 12. Insurance.

- 12.1 Trip cancellation/interruption insurance recommended. In light of the refund and cancellation policies set out above, **we strongly recommend that you obtain trip cancellation/interruption insurance to cover some of the unforeseen circumstances that may interrupt or cancel your Catski trip**. We do not provide such insurance but may recommend providers if necessary. We note that trip cancellation/interruption insurance covers some matters, but usually not issues such as inclement weather, avalanche risk, travel restrictions or advisories related to Covid-19, and other issues – you should review and consider the trip cancellation/interruption insurance coverage events.
- 12.2 Limited emergency medical and ambulance/evacuation insurance included. We will provide limited emergency medical and ambulance/evacuation insurance as part of your package purchase, in place only while you are our guest. All claims require that you see a physician. A summary of the coverages is available at the following webpage – <https://www.retallack.com/wp-content/uploads/2022/02/Heli-Cat-Ski-Group-Emerg-Medical-Ins-Coverage-Summary-2021.pdf> The limited emergency medical and ambulance/evacuation insurance which we provide may not be sufficient to cover all such costs and expenses - **We strongly recommend you purchase your own medical travel and evacuation insurance to ensure more complete coverage during your trip**.

13. **Image Release.** Guests involved in any activities at Retallack may be photographed or video recorded. You consent to Retallack using photographs and/or videos without compensation on the Retallack website; Facebook, Instagram, or on any other social media platform; or in any editorial, promotional or advertising material produced and/or published by Retallack.
14. **Privacy.** We respect your privacy and are committed to protecting it. Our Privacy Policy, <https://www.retallack.com/privacy-policy/>, governs the collection, storage, and processing of all personal data collected from you in connection with your use of the Site and our provision of services to you.
15. **Remedies.** Your sole and exclusive remedies for any and all claims, loss or damage you might have against Retallack and its affiliates arising out of or related to these Terms, services, any booking, or any trip are those expressly set forth in these Terms and you hereby waive any and all other remedies you may have whether at law or in equity and whether based on contract, in tort or by statute.
16. **Limitation on Liability.** Any liability of Retallack and its affiliates arising out of or related to these Terms, services, any booking, or any trip, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall not exceed, in the aggregate, 100% of the amounts paid by guest to Retallack and which are retained by Retallack for such services, booking or trip.
17. **Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of British Columbia in any legal suit, action or proceeding arising out of or related to these Terms or the services provided hereunder. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms or the services provided hereunder.
18. **Notices; Entire Agreement; Survival; Amendments; Assignments; Waivers; Cumulative Remedies; Counterparts.** All notices to Retallack under these Terms shall be delivered to Retallack at [guestservices@retallack.com](mailto:guestservices@retallack.com). (The foregoing clause does not apply to the service of any proceedings or other documents in any legal action). These Terms include any other documents incorporated herein by reference and related exhibits and schedules, and constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior oral or written agreements or understandings that may exist between the parties regarding the subject matters set forth herein. Any other provision that, in order to give proper effect to its intent, should survive expiration or termination of the provision of services, shall survive the expiration or earlier termination of the provision of services. Any amendment to these Terms must be in writing and executed by both parties. These Terms may not be assigned without Retallack's prior written consent. No waiver by Retallack of any of the provisions hereof is effective unless explicitly set forth in writing and signed by Retallack. No waiver by Retallack shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. The parties have expressly requested that these Terms and all related documents be provided in English only. *Les parties aux présentes ont demandé que la présente convention et tous les documents qui y sont afférents soient rédigés en anglais seulement.*