

PowderQuest Tours, Inc.

Travel Policy Terms and Conditions

Please read the following Travel Policy Terms and Conditions (“Terms”) carefully and **initial each page and sign your name where indicated below**. At the start of your trip with PowderQuest, you will be required to sign, in front of a witness, the **Participant Agreement Release and Assumption of Risk** policy (available for viewing on our website and upon request). These Terms will govern your trip with PowderQuest Tours, Inc. (“PowderQuest”). The individual signing below will be referred to as “Client” throughout the Terms. Any individual booking a trip offered through PowderQuest will be required to sign the Terms.

The Participant Agreement Release and Assumption of Risk policy and the Terms set forth below constitute the entire, complete and exclusive agreement between the Client and PowderQuest and no waiver, modification, alteration or termination thereof shall be permitted unless set forth in writing signed by both parties.

Reservation Form and Deposit

In addition to signing the Terms below, the Client will be required to complete and sign a reservation form and submit to PowderQuest a deposit of 30% of the cost of the trip. Once the Client has completed the reservation form and paid the deposit, PowderQuest will provide written confirmation of Client's reservation. The remaining balance for the trip will be due sixty (60) days before the trip departure date. By agreeing to these terms, PowderQuest will charge your final balance to the credit card you are about to provide. If the outstanding balance is not paid by this time, PowderQuest reserves the right to cancel the Client's reservation. If a reservation is made less than sixty (60) days prior to trip departure date, the full balance of the trip is due at that time.

Cancellation Charges

Any cancellation by the Client must be made in writing. The date on which PowderQuest receives the Client's written cancellation will determine the charges applicable. The schedule of Cancellation Charges is as follows:

- If the Client cancels more than sixty (60) days prior to departure, the Client forfeits \$500 of the deposit.
- If the Client cancels sixty (60) to fourteen (14) days prior to departure, the Client forfeits seventy five percent (75%) of the total cost of the trip.
- If the Client cancels less than fourteen (14) days prior to departure, the Client will forfeit the entire cost of the trip.
- If the Client uses a credit card to make payments, then cancels, PowderQuest reserves the right to keep 3% of amount to be returned to Client.

Signature: _____

In addition to the Cancellation Charges set forth above, the Client may also be held responsible for any insurance premiums arranged through and paid by PowderQuest. PowderQuest requires all Clients to provide evidence of travel insurance including cancellation insurance within fourteen (14) days of submitting a reservation form. In the event evidence of insurance is not provided, PowderQuest reserves the right to cancel the Client's reservation.

In the event the Client is prevented from traveling due to serious illness, injury, death in the immediate family or a similar catastrophe, PowderQuest will consider permitting Client to change to another trip, or allow another individual to take Client's space on the reserved trip under the same Terms agreed upon by Client. If there are additional costs incurred as a result of this change, Client would be responsible for paying them. Any alterations in the originally scheduled trip will be made in the sole discretion of PowderQuest.

PowderQuest reserves the right to cancel any scheduled trip for any reason, including if the trip does not attract the minimum number of clients required to make the trip financially viable. PQT will not cancel a scheduled trip less than forty five (45) days before departure except for unusual or unforeseen circumstances outside PowderQuest's control. If a trip is cancelled by PowderQuest, Client may choose between a full refund of all monies paid and any alternative trip with open reservation space offered by PowderQuest. If the full price for the alternative trip is lower than the trip originally scheduled, Client will be refunded the difference. **Payment for any services not utilized by the Client will not be refunded by PowderQuest.**

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Road Closed Policy

The Ministry of Public Works maintains the access road to the Andes Mountains while the Ministry of Transportation manages the roads in Canada and is therefore responsible for clearing the road in the event of snowstorms. Even though some of the resorts offer support and machinery for the execution of these tasks, neither the resorts nor PowderQuest is responsible for the road conditions.

In Chile, some trips will visit Valle Nevado or Portillo. When the group is unable to go down the mountain and must spend the night in the resort, the first night's accommodations will be charged at the normal rate to the Client's account. If the stay extends to a second night, a 50% discount will be applied to the normal rate. Valle Nevado offers an optional use of a helicopter transportation service which is only operable during favorable climatic conditions. This service is subject to availability and the passenger is responsible to assume the cost of this service.

Services Not Covered

Additional activities may be offered by PowderQuest during a trip. Client, however, will be responsible for all extra expenses incurred as a result of Client's participation in the activity. Only those activities described in the reservation form or other trip description are included in the total cost of the trip. Client will be responsible for charges issued by any airline used while on tour for any or all of the following: Excess baggage, over weight, oversize, or ski and snowboard charges. Some tours include meals and drinks, others do not. Details are indicated on our website and brochures. When meals and drinks are not included, client will be responsible for his expenses.

Price Adjustments

PowderQuest reserves the right to adjust (increase or decrease) the price of a trip for up to sixty (60) days before departure due to changes in exchange rates, increases in air fares or other transportation costs, taxes, or if government action should require us to do so. In the event the price adjustment is an increase, PowderQuest will be responsible for the first 2% of the increase and Client will be responsible for the balance. If any price increase is greater than 10% of the cost of the trip, excluding insurance premiums, Client may cancel the reservation and receive a full refund within fourteen (14) days of notification of the price increase.

Changes to Itinerary

Client acknowledges that the nature of this type of travel requires considerable flexibility and changes to the itinerary may occur. Therefore, the agreed upon itinerary does not serve as a contractual obligation on the part of PowderQuest. Client understands that the route, schedules, itinerary, amenities and mode of transportation may be changed without prior notice due to local circumstances or events, which may include sickness or mechanical break down, flight cancellation, strikes, events occurring due to political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

In addition, PowderQuest reserves the right to change any of the facilities, services or prices described in the brochure or web site before a reservation is made. In the event a change is made, Client will be contacted and provided information notifying him of the change prior to making the reservation. While PowderQuest will make its best effort to provide its services as advertised, reasonable changes in the itinerary may be made where deemed appropriate, advisable or necessary. If PowderQuest makes a major change in the trip, the client will be informed prior to departure when possible.

The definition of a major change is deemed to be a change affecting at least one day for every five of the itinerary. When a major change is made prior to departure the client has the option of accepting the change of itinerary, booking a reservation in another trip at equal value, or obtaining a full refund of all monies paid for the trip. If the major change is made due to unforeseen circumstances no compensation is payable.

Client will be permitted to make changes to the itinerary if made sixty (60) days prior to departure. Additional costs incurred as a result of the change will be the sole responsibility of the Client. Client may transfer his reservation from one trip to another as long as the transfer is requested sixty (60) days prior to departure. If a transfer request is made and accepted by PowderQuest, then PowderQuest reserves the right to charge an administration fee of ten percent (10%) of the price of the original booked reservation.

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Trip Guides; Laws

In order to ensure the safety and welfare of Client while traveling with PowderQuest, the trip guide's decisions will be final on all matters. The client will at all times comply with the laws of all countries visited. If the client fails to comply with any law, or refuses to comply with the decisions of the trip guide, then the trip guide may dismiss the Client from the trip, and Client will have no right to any refund. Furthermore, given the nature of the trips, PowderQuest requires that Client acknowledge that he or she is in good health and physical shape at a level appropriate for this form of activity. Client represents that he or she is an advanced skier or snowboarder and is capable of participating in all activities without endangering himself or herself or any other of the Clients or guides of PowderQuest.

Claims and Complaints

If Client has a complaint against PowderQuest, Client must first inform the trip guide of the complaint while on the trip so that the trip guide has a chance to rectify the situation. Any further claim or complaint against the PowderQuest must be received within thirty (30) days of the end of the trip.

Travel Documents

Client agrees to have a valid passport and necessary visas, permits, certificates of vaccination and any other necessary document for traveling to the destinations of the trip. PowderQuest does not assume any responsibility for securing those travel documents necessary for the trip and said responsibility will be that of the Client. Any advice or information provided by PowderQuest with respect to visas, vaccinations, passports, clothing, climate, baggage, special equipment, etc. is given in good faith but without responsibility of PowderQuest.

Insurance

All persons wishing to travel with PowderQuest are responsible for securing personal travel insurance. By signing these Terms, Client is willing to accept full responsibility for insurance up to limits that PowderQuest requires. Specifically, PowderQuest requires that Client has insurance that covers personal accident, medical expenses, and air ambulance,. In addition it is highly recommended to cover loss of effects, trip delay, cancellation insurance and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client.

Should Client waive the suggestion to cover loss of effects, trip delay, cancellation insurance, Client agrees to cover any costs falling under these events. When the Client has procured insurance through PowderQuest, he acknowledges that he is satisfied with the level of insurance arranged by PowderQuest, and that PowderQuest is not liable for disputes between the insurance company and Client. When procuring insurance outside of PowderQuest, Client must provide written proof of the insurance fourteen (14) days after making the initial reservation with PowderQuest and be sure to advise the insurer of the type of travel to be undertaken.

Airlines

The responsibility of the airline is limited to the carriage of passengers and baggage in accordance to the conditions of carriage. When the client has arranged for airfare through PowderQuest, it is not responsible for the carriage of the clients. Client acknowledges that it is his responsibility to arrive on time for departure, and Client acknowledges that these arrangements are made in good faith but are in no way legally binding.

Photographic and Video Release

I hereby agree to permit PowderQuest employees and other guests to take photographs and make film and digital records of the trip without further recourse. I understand and agree that such photographs and/or film records may be used for commercial and/or promotional purposes.

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Equipment Provided

I understand that PowderQuest may rent or outfit me with equipment required for backcountry travel or other tour use. I agree to treat the equipment as if it were my own, and if damaged or destroyed, I am responsible for the cost of the equipment, to be paid immediately and that may include international shipping costs and additional taxes.

I have read this document and agree to the above documents terms and conditions

Signature: _____

Print Name: _____

Date: _____

If Client is under the age of eighteen (18), PowderQuest requires the signature of Client's Parent or Legal Guardian. I have read this document and agree to the above documents terms and conditions. I understand that it is a release of all claims which are binding on myself, my heirs, members of my family, personal representatives, and assigns.

Signature: _____

Print Name: _____ (Parent or Legal Guardian-please circle)

Date: _____

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