

# Northern B.C. Cat skiing and Boarding

# Registration Form 2019

SKI DATES _				
Personal Infor	<u>mation</u>			
LAST NAME		FIRST NAME	AGE	MALE/FEMALE
ADDRESS				
TELEPHONE		E-MAIL		
		cedintermediate er year Have you cat s		
Emergency Co	ntact Information			
FULL NAME			TELEPHONE	
What is your r	elationship to the above p	erson	(i.e. b	oyfriend/mother/wife)
Health & Diet	Screening			
Do you have a	ny allergies? If yes, please	describe		
Do you have a	ny diet restrictions that yo	u MUST abide to? Please de	scribe	<del>-</del>
				ne of medication and purpose
		urgery in the last 3 years? Pla		
Do you wear o	contact lenses? Will	you be "skiing", "telemarkin our heightYour v	g" or "snowboard	ing"?
If you have NO	OT purchased trip cancellat	nsurance please provide nam ion insurance, your signature will NOT refund any funds tha	below indicates	that you are responsible for any
_	document are the Terms & h the Terms and Condition		elow means that I	acknowledge that I have read, und
Date	Signature	I	Print name	



# SKEENA CAT SKIING INC. ALL-INCLUSIVE PACKAGE TERMS AND CONDITIONS 2019 GENERAL TERMS & CONDITIONS

All-inclusive packages include hotel pick up (3 pm on the day before first ski date) and delivery back to the Smithers Airport or hotel after skiing on the last ski day, all meals, snacks and non-alcoholic beverages, lodging at the Suskwa Lodge or at the Backcountry Base Camp, full days of cat skiing, one guide for every 6 guests, use of a transceiver and a transceiver lesson (on first ski date), emergency medical and evacuation insurance. Packages do NOT include equipment rental, alcoholic beverages, transfers outside of the scheduled pick up and delivery times, travel and cancellation insurance, taxes. In the event of circumstances beyond the control of Skeena Cat Skiing Inc., at the Backcountry Base Camp, Skeena Cat Skiing Inc. reserves the right to deliver the package from the Suskwa Lodge. Transfers outside the schedule pick up and delivery times will be charged the rate of \$600.00 plus 5% tax.

# **REGISTRATION AND PAYMENTS**

To secure a booking, a deposit of 25% of the full package price must be received by Skeena Cat Skiing Inc. Deposits are non-refundable, but may be transferred to another person(s). The balance owing is due 90 days before the first ski date. If final payment is not received on time, Skeena Cat Skiing Inc. reserves the right to cancel the booking and retain the deposit amount. If booking less than 90 days before first ski date, the full package price is payable to secure the booking. Skeena Cat Skiing Inc. accepts payments by wire transfer, etransfer and cheque at no charge. If paying by credit card a 3% processing fee will be added to your invoice.

# **RELEASE OF LIABILITY**

Every guest is required to sign a Release of Liability form before skiing commences. A SAMPLE form is provided on Page 3 of this document. Skeena Cat Skiing Inc. strongly suggests that you read and understand the Release of Liability before you arrive for your cat skiing trip.

# **CANCELLATIONS AND REFUNDS**

Ski packages are for specific dates and are fully transferrable to another person(s). There are no refunds, either total or partial for any unused services.

**Cancellation by guest:** If a guest cancels prior to 90 days before the ski date, the deposit amount will be retained by Skeena Cat Skiing Inc. If a guest cancels within 90 days of the ski date, the full amount paid will be retained by Skeena Cat Skiing Inc.

**Cancellation by Skeena Cat Skiing Inc.:** Skeena Cat Skiing Inc. reserves the right to cancel any cat ski package at it's discretion. In this event, all deposits and payments for the affected ski dates will be forwarded to a later ski date as mutually agreed upon by the guest(s) and Skeena Cat Skiing Inc.

# TRAVEL AND CANCELLATION INSURANCE

Skeena Cat Skiing Inc. strongly suggests that guests purchase trip cancellation insurance. Lifestyle Financial can be reached at travel@lifestylefinancial.ca or by calling 250-542-8577. If a client chooses not to purchase travel and cancellation insurance, the client is responsible for any costs incurred and Skeena Cat Skiing Inc. will not provide a refund.

#### **WILDERNESS ACTIVITIES**

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

#### PLEASE READ CAREFULLY!

INITIAL

Name	Last	ш		First				
Address	Street				City		Providicate	
	Country	Р	Postal/Zip Code	Email (optional)		Date of Birth: I	Day / Month / Year	Age

TO: SKEENA CAT SKIING INC. AND THE USKWA LODGE and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their respective directors, officers, employees, guides s, independent contractors, subcontractors, representatives, successors, assigns and guests (all of whom are hereinafter collectively referred to as the "Releasees"

#### DEFINITIONS

In this Release Agreement, the term "wilderness activities" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: skiing, snowboarding, snowmobiling, hiking, snowshoeing and other form of backcountry travel; rental or use of skis, snowboards or other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles and motor vehicles; and other activities, events and services in any way connected with or related to wildemess activities.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC. I am aware that wildemess activities involves risks, dangers and hazards. Avaianches occur frequently in the terrain used for wildemess activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fall to predict whether the alpine terrain is safe for wilderness activities or whether an avaianche may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not Inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads and road banks, fences, and other manmade structures; snow immersion; impact or collision with other persons or objects; becoming lost or separated from one's party or guide; negligence of other persons, including other guests; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES. Communication in the aipline terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat or snowmobile hazardous

I AMAWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

#### NOTICE TO SNOWBOARDERS AND TELEMARK SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. The use of a safety strap or retention device by snowboarders or telemank sklers without ski brakes will increase the risk of not surviving an avalanche.

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES allowing me to participate in wilderness activities, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASES and TO RELEASE THE RELEASES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in wilderness activities, DUE TO ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1995, c. 337, ON THE PART OF THE RELEASES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE:
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in 2 widemess activities:
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of 4. the Province of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia. 5

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of wilderness activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE A GREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

of Guest
Int Name
of Parent or Guardian if Guest is Under Age 19