

Fernie Wilderness Adventures Office Address:

742 Hwy 3, Park Place Lodge Fernie, BC 250-423-6704 877-423-6704 info@fernieadventures.com

Welcome to FWA!

Thank you for choosing us for your next ADVENTURE

Your Trip Includes:

- Full day of cat skiing
- A packed lunch (please let us know of any dietary restrictions in advance)
- Use of our avalanche transceivers
 - o Guests must use FWA-supplied transceivers.
- Use of a backpack with a shovel and probe

Not Included:

- Shuttle to and from our lodge (Located a 20-minute drive from Fernie)
 - Contact Tunnel 49 to arrange transportation t49.ca
- Optional powder ski or powder board rentals (\$55/per person/per day)
 - Boots and poles not included
- Photos from the day (photographers available upon request not guaranteed)
 - o We have a photo program, and you can purchase photos from the day for an extra fee
- Gratuities

To Bring:

- A small pack is a good idea for any extras. These may be left in the cat while you are skiing
- Powder skis or snowboard (rentals are available for an extra fee)
- Ski boots/snowboard boots
- Ski poles
- Helmet
 - o It is mandatory for minors (under 19) to wear a helmet; highly recommended for all guests
- Ski goggles and/or sunglasses
- Breathable and non-restrictive ski clothes suitable for all conditions and temperatures (layering is best)
- Sunscreen and lip protector
- Gloves or mittens (extra pair)
- Toque or hat
- Camera
- Extra snacks (packed lunch provided)

Our Rocky Mountain Terrain

- Our terrain is mostly gladed tree skiing across 5,000 acres
- You can expect to ski approximately 10,000 -12,000 vertical meters in a day
- Our highest drop-off is just over 7,150 ft/2170 meters
- Fernie is known for its legendary deep powder days
- Our avalanche terrain is mostly Simple on the ATES scale, and we maintain an active Avalanche Safety Plan
- We require all guests to be at an advanced level
 - Advanced Skier: Can ski strong parallel turns confidently on a variety of terrain and conditions. Enjoys skiing on black runs and in trees. Leaning towards hop turns, moguls, powder and more difficult terrain.
 - Advanced Snowboarder: Able to link turns on a variety of terrain and conditions. Enjoys riding on black runs and in trees. Confidently make short turns and leaning towards more difficult terrain.
- We do not separate cats by ability

Dog Policy

Dogs are not allowed on FWA property unless you are staying at the FWA lodge, and you have received prior approval from the office. Dogs are not allowed to be left unattended in vehicles or on FWA property during your ski day.

Typical day with FWA

8:00 am

Arrive at the FWA lodge for the day.

8:15 - 8:45 am

Waivers are reviewed and signed with a staff member. Rentals are set up and paid for if desired (at an extra fee). Snowcat safety briefing delivered by your cat driver. Load up the cats and head out into the backcountry.

9:15 am - 9:45 am

Our guides deliver an avalanche safety briefing, transceiver orientation, and mountain safety briefing. We cover the current avalanche hazard, how to use our transceivers, a transceiver practice, and demonstrate how to use our avalanche safety equipment.

9:50 am

Let the skiing and snowboarding begin!

3:00 - 3:30 pm

Start heading back down to the FWA lodge.

4:00 - 4:30 pm

You return to the FWA lodge and enjoy ski après around the fire or in the lodge with a home-cooked bowl of soup. A photo slideshow will be on display - if you had a photographer for the day photos can be purchased for an extra fee.

4:30 - 5:00 pm

Day ski guests depart.

Directions to Lodge

Approx. 20 minutes from Fernie

Detailed directions to the lodge have been provided below as we do not recommend using GPS due to the loss of service. GPS will usually direct you to the office in town rather than the lodge itself. The lodge's postal code is V0B 1M6.

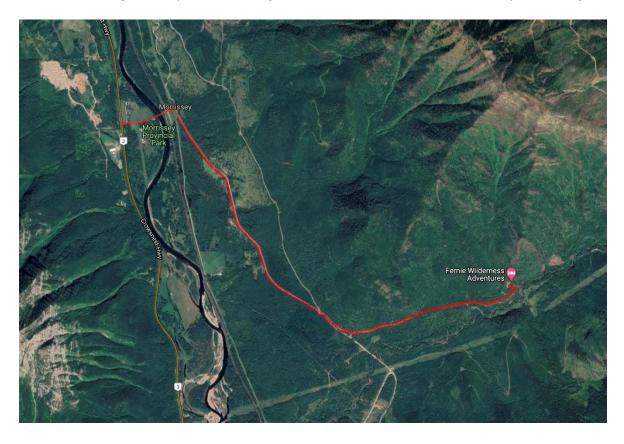
(We suggest downloading or printing a copy of this as you will lose service on the way to the lodge.)

Via Fernie

If you are arriving from the East, drive through Fernie and follow the #3 highway for approximately 16 km until you come to the turn off to Morrissey Road. Turn Left onto Morrissey Road, drive over the bridge and the set of railway tracks and turn right at the "T" intersection. Stay gently left while following Morrissey Road for 7 kilometers until you reach the FWA sign at the yellow 19 km sign which is at the bottom of the driveway to the lodge.

Via Cranbrook/Kalispell

If you are arriving from the West continue on through Elko and drive through a tunnel that covers the highway. 5 km past the tunnel you will come to Morrissey Road on the right. Turn right, drive over a bridge and a set of railway tracks and turn right at the first "T" intersection. Stay gently left while following Morrissey Road for 7 kilometers until you reach the FWA sign at the yellow 19 km sign which is at the bottom of the driveway to the lodge.



The correct Google Maps link can be found on our website by following this link: https://ferniewildernessadventures.com/getting-here

Booking Terms & Conditions and Cancellation Policy

Booking Terms & Conditions

Terms and Conditions Agreement: By paying your deposit to confirm your booking at Fernie Wilderness Adventures (hereinafter the "FWA"), you are agreeing to our Terms and Conditions below including the cancellation policy. As per the waiver agreement and reservation confirmation emails, once the payment is processed it is non-refundable following the Terms and Conditions detailed below. It is your responsibility to read the following Terms and Conditions.

Deposits & Final Payments

All prices are in Canadian Dollars, and all payments will be converted to Canadian Dollars, we only accept payment by Visa and MasterCard.

By paying the non-refundable deposit to confirm your booking at Fernie Wilderness Adventures, you are agreeing to our Terms and Conditions including the Cancellation Policy, as explained in detail below.

We process a non-refundable deposit of 30% of the total trip cost (before tax) for skiing and lodging at the time of booking.

The full balance is automatically processed from the card on file 30 days prior to your chosen activity at which time it becomes non-refundable, if you would like to use a different credit card you must provide the new card prior to final payment. If you book within 30 days of your activity, full payment is required and is non-refundable. If full payment is requested by the guest to be processed before the final payment deadline it will be non-refundable once processed. We do not accommodate date changes without loss of payments.

FWA reserves the right to cancel your reservation if full payment is not received 30 days prior to your ski day.

Cancellation Policy

If a guest wishes to cancel their reservation, please contact the FWA office as soon as possible to confirm the cancellation. A confirmation email will be sent from the office to confirm the cancellation once completed.

If a guest is unable to attend their cat ski trip due to personal reasons including but not limited to illness, injury, weather, travel delays, personal emergency, etc., they will not receive a refund or credit, all monies paid will be forfeited.

Guests who cancel have the option of finding a replacement to fill their seat as it is fully transferable. We will accommodate this at no charge if the guests transfer funds among themselves. If we have to charge the new guest and refund the old guest, there will be an \$80 administration fee deducted from each seat refunded.

Cancellation before 30 days out final payment: The reservation will be cancelled and no further payments will be processed, only the non-refundable deposit will be forfeited. FWA would not be able to provide any credit or refund.

Cancellation within 30 days: The full amount will be forfeited. FWA would not be able to provide any credit or refund.

Cancellation by FWA: If FWA staff makes the decision to cancel any activity including but not limited to safety reasons, mechanical issues, weather, group sizes, etc., guests will be given a credit for any monies paid, a refund is not available. Credits are only available when FWA decides to cancel an activity.

These decisions are made by qualified and experienced personnel to ensure a quality and safe experience with the conditions available on that day. Please remember we have no control over the weather; however, we must plan our trips according to what the conditions dictate which can also lead to a slight change to the schedule and/or area visited.

Cat skiing reservations do require pre-booking. We require a minimum of 6 (up to 12) guests in each cat, and we run up to 3 cats per day. If you are in a group of less than 6 people, your reservation will rely on other reservations joining your cat. FWA reserves the right to cancel if there are less than 6 seats booked in a cat.

We highly recommend obtaining travel insurance to cover any personal cancellations, this would be obtained through a third party and Fernie Wilderness Adventures would not be involved with the policy or claims.

Risk Awareness

Backcountry cat skiing involves risks, dangers, and hazards. Each guest will be required to assume the risks described in our Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement (hereinafter the "Release Agreement."). Please ensure all guests in your group have had the chance to review this document carefully prior to booking: FWA Release Agreement (included at the end of this document)

For more information and details regarding risks, dangers & hazards associated with cat skiing visit the following website: https://www.helicat.org/safety

Any guest making a deposit for a booking is acknowledging that they have read and agree that participation in any Fernie Wilderness Adventures (hereinafter the "FWA") cat skiing trip is conditional on all members of their party completing FWA's Release Agreement.

A waiver confirmation was sent at the time of booking for agreement prior to processing payment. By paying your non-refundable deposit you have agreed to the Release Agreement included at the end of this document.

Each guest will sign the Release Agreement in person at the lodge on the morning of their ski day. Failure to sign FWA's Release Agreement on the morning of their ski trip will result in the cancellation of their booking. FWA's cancellation policies will be applicable.

Travel & Medical Insurance

Trip Cancellation/Interruption Insurance: We acknowledge that unforeseen circumstances may arise, leading to the need for trip cancellation or interruption. To mitigate any possible complications that may arise from such situations, we highly advise all guests to purchase trip cancellation and interruption insurance.

Medical Insurance: We highly recommend obtaining insurance coverage that includes hospital, helicopter, and ambulance evacuation expenses. In the event of an injury, these costs will be the responsibility of the injured individual. If you are not a Canadian resident, please ensure that your medical insurance provides coverage while you are in Canada.

Travel insurance would be obtained through a third-party insurance provider and Fernie Wilderness Adventures would not be involved in the policy or claims.

Minors

We do not have an age limit as long as they are at an advanced level, but anyone under 19 years of age will need to be accompanied by and ski with their parent/guardian.

If a parent/guardian is not attending the trip they are able to sign their parental rights to another adult in their group for the day. We can provide this letter in advance upon request for the parents/guardian to fill out and sign. We highly recommend submitting the completed letter to the office in advance to ensure it is completed correctly as it will be required to ski. Our guides and staff are unable to sign the release to provide guardianship.

Dietary Restrictions/Allergies and Medical Conditions

Guest must provide the details of their dietary restrictions or allergies to the FWA office at least 48-hours before your arrival.

Anyone with food concerns or a medical condition we should be made aware of should let us know at the time of booking. There is a fee of \$150+tax to accommodate dietary restrictions/allergies the day of. This fee is to cover the new lunch order and the staff to deliver on mountain.

For lodge guests and day guests at ski après, FWA will do their best to accommodate all dietary restrictions and allergies with food provided at the lodge. Please keep in mind that we operate out of a back country lodge and we cannot guarantee zero cross-contamination. If you do have food allergies ensure we are updated with your details and we will do everything we can to accommodate.

If you or anyone in your group has any medical conditions that could affect you during your ski day ensure you update the office with your medical details and let your guide know upon arrival.

Ability

Guests should consider themselves an advanced level 5 skier/boarder, this will make for a more positive skiing experience as we do not separate cats by ability. At FWA we strive to make snow catskiing non-intimidating, our guide's attentive care will ensure all of our guests feel comfortable and safe. Please refer to our skier/boarder ability levels below.

Skier Level 5: Advanced

Can ski strong parallel turns with a pole plant confidently on all blue runs and easier black runs. Leaning towards hop turns, moguls, powder and more difficult terrain.

Snowboarder Level 5: Advanced

Able to link turns on all blue runs and easier black runs. Enjoys riding powder, off piste terrain, and can confidently make short turns.

FWA may at any time, and at our sole discretion, modify these Booking Terms and Conditions, including our Cancellation Policy, without notice to guests. Any such modification will be effective immediately upon public posting to our website. It is your responsibility to review the Terms and Conditions for updates and changes. Your use of our services following any such modification constitutes your acceptance of these modified terms.

Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement (hereinafter the "Release Agreement)

The following pages contain a copy of the Fernie Wilderness Adventures Release Agreement for your review.

Please **DO NOT fill out or sign this waiver in advance** as all guests will be required to do so in person at the lodge with an FWA staff member as a witness before proceeding with their ski day.

A waiver confirmation was sent at the time of booking for agreement prior to processing payment. By paying your non-refundable deposit you have agreed to the Release Agreement included on the next page.

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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES THIS SEASON

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INITIAL

Name	Last			First				
Address	Street				City		Prov/State	
	Country	Postal/Zip Code	Email (optional)			Date of Birth: Day / Mon	th / Year	Age

TO: FERNIE WILDERNESS ADVENTURES INC., HELICAT CANADA ASSOCIATION, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and participants (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, ski lifts and gondolas, and motor vehicles; and other activities, events and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC. I am aware that wilderness activities involve risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for wilderness activities or whether an avalanche 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; ice caves; trees, tree wells and tree stumps; open water and creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; variable and difficult snow conditions; snowcat roads, resource roads, sled tracks, and road banks, fences, and other man-made structures; access to snowcat and helicopter pick up, drop off, and landing zones; snow immersion; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; loss of balance or control; slips, trips and falls; becoming lost or separated from one's party or quide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; allergic reaction; equipment failure; negligent first aid; negligence of other persons, including other guests; and NEGLIGENCE 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.

The added risks of travel by helicopter to wilderness activities locations include travel over mountainous or alpine environment, helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; and pilot error. Communication in the alpine 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 AM AWARE 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.

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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES THIS SEASON

INITIAL

TO: FERNIE WILDERNESS ADVENTURES INC., HELICAT CANADA ASSOCIATION, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and participants (all of whom are hereinafter collectively referred to as the "Releasees").

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. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES 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. 1996, c. 337, 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;
- 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 wilderness activities;
- 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 British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

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 I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES THIS SEASON.

Signature of Guest
Please Print Name
Signature of Parent or Guardian if Guest is Under Age 19

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