

TERMS AND CONDITIONS

Baldface Mountain Lodge Limited Partnership (referred to in this document as "Baldface", "us", "we" or "our"), a limited partnership located in Nelson, British Columbia will be pleased to provide you, and members of your party, with accommodations, cat skiing/snowboarding activities, and related services, on the terms and conditions set out in this document.

These Terms & Conditions (in their entirety) constitute a legally binding agreement between you and Baldface Mountain Lodge Limited Partnership. By making a reservation with Baldface, you are agreeing, on behalf of yourself and all other individuals that wish to participate in your booking, to be bound by these Terms & Conditions (T&Cs). You further agree that you are acting as an agent for such other individuals, and these T&Cs will apply to them as a condition of their participation in your reservation. PLEASE READ THESE T&Cs CAREFULLY PRIOR TO MAKING A RESERVATION. IF YOU DO NOT AGREE WITH ANY TERM IN THESE T&Cs, including the waiver requirement, DO NOT PROCEED WITH BOOKING.

TERMS & CONDITIONS BINDING ON ALL GUESTS

The reserving guest assumes the responsibility of sharing these T&Cs, including the waiver requirement and the terms of the Waiver, with each guest in their group. It is the responsibility of each guest to read these T&Cs in their entirety. IF YOU ARE JOINING A RESERVATION MADE BY ANOTHER GUEST, PLEASE READ THESE T&CS CAREFULLY PRIOR TO ELECTING TO PARTICIPATE IN THE RESERVATION. By participating in a reservation with us, you agree to these T&Cs. If you do not agree with any term in these T&Cs, including the waiver requirement, DO NOT PROCEED WITH PARTICIPATING IN THE RESERVATION.

WAIVER REQUIRED

All guests must review and agree to <u>Baldface's Release of Liability</u>, <u>Waiver of Claims</u>, <u>Assumption of Risk and Indemnity Agreement</u> (the "Waiver") as a condition of participating in any trip with us. If the If the waiver is not completed, the individual will not be permitted to participate in the trip. By signing the Waiver, you waive your legal rights to sue or claim compensation following an accident. READ THE WAIVER CAREFULLY! The Waiver will apply to all your trips and activities with Baldface for a period of 9 months from the date you sign it, without the need to sign another Waiver. Each adult must complete their own waiver. If you are booking for others, it is your responsibility to ensure you inform them of this waiver requirement and the terms of the Waiver. This waiver requirement applies to all participants, regardless of when they are added to the reservation. Baldface reserve the right to update its waiver each season, and we will provide a final version of the waiver for your review prior to your final payment. The Waiver will be sent out for completion prior to your trip.

BOOKING & PAYMENT

All prices are in Canadian dollars. We accept American Express, MasterCard, VISA, or wire transfers.

Baldface Lodge trips require a 25% non-refundable booking fee to secure the spot, 25% due on May 15, with the remaining 50% due on October 1. Valhalla Day trips require a 50% booking fee to secure the spot, with the remaining 50% due on October 1. Reservations will not be held until payment is received. For both Baldface Lodge and Valhalla bookings made after October 1, the full amount is due upon booking. Baldface Lodge trips: If you combine trips for a longer stay, you will be credited the transportation cost on the second portion of your trip. Failure to pay any amount when due may result in cancellation of your reservation without further notice. The total amount due for your reservation will be stated on the invoice.

Payments for discounted full cat bookings are subject to a 2.9% non-refundable credit card processing fee. To avoid this fee, we ask the purchaser to send payment by wire transfer. Please reach out to us for more details. By making a payment using a credit card for a discounted full cat booking, you agree to pay a 2.9% credit card processing fee on the total transaction amount. This fee will be added to your invoice and is non-refundable. To avoid the credit card processing fee, you have the option to make a payment by wire transfer. Please contact us for our bank account details and instructions on how to complete the wire transfer.

All payments are subject to the Cancellation and Refund terms set out below.

CANCELLATIONS & REFUNDS

If we receive a written cancellation at least 120 days prior to your arrival, you will get a full refund, less your 25% nonrefundable booking fee per canceled seat. Cancellations within 120 days of your trip date are 100% nonrefundable. This includes trips canceled due to any issues you encounter crossing the border. All guest cancellations must be received in writing. No refunds will be provided for a trip cancellation made by either Baldface or a guest for any of the following circumstances: weather and/or snow conditions, family or workplace obligations/emergencies, changes in permits, policies, regulations or laws of any government, injuries or any personal or public health-related issues, difficulty with border crossings, acts of God, states of

emergency or Force Majeure Event (definded below). Baldface reserves the right to offer a partial or full refund or credit, at its own discretion, for any cancellations not explicitly addressed in these T&Cs.

In the event of cancellation for any reason, Baldface will not be responsible for compensating you for any costs, losses, or expenses, including, without limitation, airfare, car rentals, accommodations, or lost opportunities.

Refunds will be processed in Canadian dollars. No adjustments will be made to the refund for differences in exchange rates between the time of initial payment and the date of refund.

We understand that occasionally events occur that prevent you from joining us on your shred vacation. Please pay special attention to our Cancellation and Refunds Terms. To avoid any financial hardship that an unexpected cancellation and interruption could cause, we strongly recommend purchasing Trip Cancellation/Interruption insurance to protect your trip investment – see details below.

FORCE MAJEURE

Baldface shall not be liable for delays or failure in the performance of any obligation under this reservation that is caused by an act or occurrence beyond its reasonable control, including but not limited to Acts of God, fire, floods, earthquakes, global pandemics or regional epidemics, government travel restrictions or requirements, war, civil disturbance, blockades, labour disputes, extreme weather conditions, or cancellations or lack of service by a third party service provider (a "Force Majeure Event"). If a Force Majeure Event occurs, Baldface's performance of the affected obligations shall be excused for the period of delay resulting from the Force Majeure Event without any liability on the part of Baldface. In such circumstances, Baldface shall provide written notice to the guest within a reasonable time.

WHAT'S INCLUDED

For Baldface Lodge reservations - your reservation will include transportation between Nelson, BC, and the lodge on our scheduled transfer times, accommodations, an avalanche safety course, emergency medical evacuation insurance while with us, all meals, safety equipment, cat skiing and snowboarding with our certified guides, and professional photos! Not included in the trip cost are: massage, ski rentals, retail purchases, alcoholic beverages, gratuities, and special transportation requests. Any additional purchases will be added to your final invoice and paid for upon checkout. Note that travel insurance and any additional medical insurance you wish to purchase are not included and are not sold by us.

For Baldface Valhalla reservations - your reservation will include transportation between our check-in location and the tenure on our scheduled transfer times, an avalanche safety course, emergency medical evacuation insurance while with us, lunch, safety equipment, and cat skiing and snowboarding with our certified guides! Not included in the trip cost are: ski rentals, retail purchases, gratuity, and special transportation requests. Any additional purchases will be added to your final invoice and paid for upon checkout. Note that travel insurance and any additional medical insurance you wish to purchase are not included and are not sold by us.

RENTALS (BALDFACE LODGE BOOKINGS ONLY)

You must bring your snowboard or ski boots.

Please note, ski & pole rentals are available for \$60 per day, and snowboard rentals are free. We do NOT rent boots.

Please also keep in mind that our fleet bindings for skis will only accept the following boots:

- 1. Regular downhill ski boots that have a plastic sole on the bottom. This is referred to as an "Alpine sole".
- 2. Vibram and rubber-soled boots that have the label "Gripwalk" located somewhere on the sole or boot itself.

Guiding staff will be able to assist you with your rental requests after dinner on the night of your arrival. The use of Baldface's ski or snowboard equipment is subject to the equipment user reviewing and agreeing to our Equipment Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Equipment Waiver") as a condition of using the equipment. If the Equipment Waiver is not completed, the guest will not be permitted to use the equipment. The Equipment Waiver can be reviewed here. PLEASE READ IT CAREFULLY if you intend to use any of our ski or snowboard equipment. If you do not agree with the terms of the Equipment Waiver, please bring your own equipment.

EMERGENCY MEDICAL EVACUATION INSURANCE *INCLUDED WITH YOUR BOOKING!

Emergency medical evacuation insurance covers you only while you are under our care, and you must seek medical attention immediately within Canada. If you choose not to submit a claim through our insurance provider, evacuation costs will be billed directly to your credit card. Please click <u>HERE</u> to see the full summary of coverage and ensure you are eligible for the coverage included while riding as a guest at Baldface. **The summary document should be saved and shared with your emergency contact**.

Disclaimer: The included emergency medical evacuation insurance provides limited coverage only while you are under Baldface's care. It is your responsibility to carefully review the full summary of coverage to

confirm eligibility and understand all exclusions and limitations. We strongly recommend that you carry your own comprehensive medical and travel insurance in addition to the coverage provided, as Baldface is not responsible for any costs that fall outside the scope of the included policy.

CANCELLATION/INTERRUPTION INSURANCE *Not included, but highly recommended!

We highly recommend trip cancellation and interruption insurance. For specific coverage questions and to obtain a quote, please contact our preferred provider, Acera Insurance, or a broker of your choice. Except as provided in these T&Cs, Baldface will not provide a refund or compensation for any expenses related to your reservation or trip to Baldface Lodge, including airfare, car rentals, and accommodations.

WEATHER DISCLAIMER

We operate in a backcountry environment where weather conditions can vary unpredictably. While we strive to provide the best possible skiing experience, we cannot control or guarantee weather or snow conditions or trip outcomes. Baldface is not responsible for any disruptions, inconveniences, or loss of opportunity caused by adverse weather or snow conditions, including but not limited to closures, delays, or changes in skiing conditions.

ALCOHOL & DRUGS

For the safety and enjoyment of all guests, the following rules apply:

- 1. Participating in the cat skiing/snowboarding program provided by Baldface while under the influence of alcohol, cannabis, or drugs is strictly prohibited. Anyone under the influence during the program will be asked to sit out without a refund. Please consider the safety of all guests and staff.
- 2. Outside alcohol (other than wine) is not permitted in licensed areas.
- 3. The use, possession, and distribution of illegal drugs or substances is strictly prohibited on the premises.
- 4. Alcohol and cannabis are to be used in a responsible manner that does not interfere with the enjoyment or safety of others.
- 5. Smoking is only permitted in designated outdoor areas. Smoking is prohibited inside or near any building or structure.

MINIMUM AGE

ALL BALDFACE GUESTS MUST BE 19 YEARS OF AGE OR OLDER, NO EXCEPTION.

CODE OF CONDUCT

At Baldface, we are deeply committed to providing a safe, inclusive, and respectful environment for all guests and staff. To uphold this standard, we expect all guests to treat one another and our team with courtesy, consideration, and integrity at all times. This includes respecting personal space and privacy, avoiding any form of harassment or disruptive behavior, and following all lodge rules, safety protocols, and staff instructions. Guests must also adhere to our alcohol and substance use policies. If any individual feels uncomfortable or unsafe due to another person's behavior, we strongly encourage them to notify our staff immediately so that appropriate action can be taken discreetly and effectively. In cases of misconduct, responses may range from verbal or written warnings to removal from the property at their own expense without refund, and potential restrictions on future bookings. While we take every reasonable measure to ensure a secure and welcoming environment, guests are ultimately responsible for their behavior and interactions. By participating in a trip with Baldface, you agree to abide by this Code of Conduct.

REQUIRED SKILL LEVEL

All guests must be advanced to expert-level skiers or snowboarders. Note: An expert skier on groomed slopes may be an intermediate skier in the powder. Check out our Ability Level here.

Personal responsibility plays a central role in managing risks that impact you and others on our slopes. Here are some key points to keep in mind:

Know your Skill Level: Be honest with yourself about your abilities. If you're unsure whether you're ready for this challenging terrain, it's better to err on the side of caution.

Listen to Warnings: Our experienced guides are here to help. If you receive advice or warnings about specific areas or conditions, take them seriously.

Physical Fitness: Riding our challenging terrain requires strength, endurance, and agility. Engaging in regular exercise and conditioning can make a world of difference.

In cases where a guest is deemed in danger of hurting or causing a risk to themselves or anyone else due to their actions on the mountain, we reserve the right to require them to sit out without offering a refund. This term is not meant to discourage anyone from enjoying our terrain but rather to promote responsible shredding and risk management.

LATE GUEST

If you are unable to make your scheduled transfer, please contact our office. 250-352-0006 Our transfer schedule allows exiting guests to shred as much as possible and for our arriving guests to get up to the lodge before nightfall. We cannot delay our program for late guests. Guests who miss their scheduled transfer from Nelson to the Lodge will be charged a \$250 late fee without exception. In addition to the late fee, late guests will be responsible for the cost of an additional charter to the lodge. The charter will be scheduled at the earliest convenience of Baldface Lodge and our partners. In addition to the late fee and the charter cost, a late guest most likely will need to stay in Nelson at their expense.

LODGE DEPARTURE

At this time, departure will not be pre-booked. Due to the nature of possible different helipad elevations and our ski/snowboard program, we cannot preschedule departure. The transfer program runs from 2 PM-5 PM before February 15th and 3 PM-6 PM after February 15th. Please note that weather conditions can delay the program, and we recommend you give a buffer when booking your travel home. If possible, it's best to stay in Nelson the evening of your departure from the lodge and book your travel for the following day. Winter road conditions can also create delays in your travel plans. If a guest requires an early departure outside of our regular transfer program, please refer to the Late Guest Policy.

DAMAGE TO PROPERTY

You will be responsible for any loss or damage to Baldface property caused by you or any person for whom you are responsible. Baldface reserves the right to charge the cost of any such damage or loss, including required cleaning, repair, or replacement, to your credit card provided at check-in.

LIMITATION OF LIABILITY REGARDING TRIP RESERVATION

The Waiver signed by all guests takes precedence over these T&Cs, including the limitation of liability set out below. In the event the Waiver does not apply to a particular claim arising out of the reservation, the following shall apply:

To the extent permitted by law, our liability for any and all claims arising out of this reservation, whether based in contract, tort, negligence, strict liability, or otherwise, will, in the aggregate, not exceed the actual fees paid by you to us pursuant to the reservation. In no event will we be liable for incidental, consequential, punitive, indirect, or special damages, including, without limitation, travel or related expenses, or lost opportunity.

RIGHT TO AMEND THESE T&C

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

GOVERNING LAW & JURISDICTION

The reservation and all disputes and controversies relating to or arising out of the reservation and these Terms & Conditions and any injury, loss or damage suffered by a guest resulting from or while participating in a reservation are governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without any reference to conflicts of law rules. By making a reservation, or choosing to participate in a reservation, you irrevocably attorn and submit to the exclusive jurisdiction of the British Columbia courts.