

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 shredding 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 REOUIRED

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 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 it's 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 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 to compensate 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 detail 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 quest within a reasonable time.

WHAT'S INCLUDED

For Baldface Lodge reservations - your reservation will include helicopter 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, skis & poles 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 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 HERE, 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

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

outside the scope of the included policy.

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:

- 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 quests 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 guest's behavior, we strongly encourage them to notify our staff immediately so 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 flight 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 an additional helicopter charter to the lodge. The helicopter flight will be scheduled at the earliest convenience of Baldface Lodge and High Terrain Helicopters. In addition to the late fee and the helicopter charter a late guest most likely will need to stay in Nelson at their expense.

LODGE DEPARTURE

At this time departure flights will not be pre-booked. Due to the nature of possible different helipad elevations and our shred program, we cannot preschedule departure flights. 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 flight home. If possible it's best to stay in Nelson the evening of your departure from the lodge and book your flight 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

GOOD TO KNOW INFO

LODGE TRANSFER

Your transfer to the lodge will be by helicopter if the weather is clear or by snowcat if it's stormy. It's important to dress appropriately as you may be outside in the elements during the transfer process. If you are unexpectedly late, please call the office at **250-352-0006** and refer to our <u>late guest policy</u>

AIRPORT CHECK IN:

- 1. Arrive At The <u>Norman Stibbs Airport</u> In Nelson, BC At 1:30pm (Before February 15); and 2:30pm (After February 15) Don't Be Late!
- 2. Check In With A Baldface Staff Member & Collect Your Luggage Tags
- 3. Drop Luggage At The Designated Area
- 4. Park Car Along Chain Link Fence
- 5. Come Inside the Terminal to Finalize Paperwork, and Collect a Boarding Pass
- 6. Remain In The Terminal Until Escorted By Baldface Staff To The Helicopter Hangar

AIRPORT RULES

Guests are not permitted outside designated areas of the airport unless accompanied by a Baldface staff member. Alcohol, smoking and Vaping is not permitted at the airport.

PARKING

Long-term parking can be found along the fence line of



the airport runway on Lakeside Drive (7ft height limit). Guests can also park in the City of **Nelson paid Parkade** located at 420 Vernon Street.

LUGGAGE

Pack as light as possible, **50 lbs. or less**. Soft sided luggage is required and absolutely NO BOARD BAGS OR SKI BAGS are allowed on the heli. If you're traveling with your board/ski bag, you will be asked to remove your equipment from the bag at the Nelson airport check-in. We can store your bag at our office. Guests with



excess or oversized luggage may be asked to downsize. Learn more here.

POLICIES

REBOOKING POLICY

Current year's guests have the option of re-booking the following year before seats are made available publicly. This option expires 2 weeks after the trip date ends. We require a 25% payment to secure your spot, an additional 25% May 15th and the remaining 50% on October 1st. We cannot hold your reservation without payment. 25% of your trip cost is a non-refundable booking fee.

HOW IT WORKS

- 1. Purchasers will receive an email asking if you want to rebook the same seats for the following year. Only those who paid Baldface directly receive the rebooking email.
- 2. To proceed with rebooking, the payee will need to complete a rebooking form and an e-waiver.
- 3. Once we receive your electronic paperwork, we'll process the initial 25% booking fee.
- 4. We'll then send you a confirmation of your reservation for the following year.

BOOKING REQUESTS

If you're interested in booking additional seats or different dates, you can submit these requests through the rebooking form. We'll consider these requests after the rebooking process is complete. If we can accommodate your request, we'll contact you before making the availability public.



MORE INFO

MASSAGE BOOKING

PRE-BOOK YOUR MASSAGE ONLINE HERE

Massages are 45 minutes long and are \$140 plus taxes. Please note you are only allowed to prebook **TWO** massages ahead of your trip.

MASSAGE CANCELLATION POLICY

Missed appointments or cancellations made within 24hrs of your scheduled time, will be charged the full massage cost.

BALDFACE ACCOMMODATION

Rooming is always based on double occupancy. Our timber-frame lodge houses the dining room, bar, massage and lounge areas plus 10 double-occupancy guest rooms with shared bathrooms down

the hall. Seven timber-frame chalets, a short walk from the lodge, accommodate four guests each. Each chalet has two bedrooms with a queen and long twin bed and one bathroom. Due to limited single rooms and suites available (for an upgrade of \$130/night and \$270/night) rooming requests are only considered a preference. Lodge and chalet accommodations are the same price. Prior to your arrival we work with the trip leader for pairing. You will only find out about your room assignment once you arrive for transfer.



6:30 am Stretch class
7:00 am Breakfast Buffet / Pack your lunch
8:30 am Gear up and meet your cat! **On the first day, you will receive hands-on safety ctraining with the guides before getting out on the slopes. Don't forget your new Baldface x Mizu water bottle!

3 – 4 pm Return to the lodge for drinks, soup, hot appetizers, massages and sauna time. 5:30 pm Slideshow of the day's events on the big screen 6:00 pm Dinner



Baldface runs a tab for each guest for all Retail, Massage, and Bar purchases. At the end of your trip if you would like to pay by cash you can do so down in our office, otherwise we will run your credit card on file.

TIPPING

Our staff work hard to make your trip the best it can be and gratuities are one way of letting them know how well they are doing. Our policy is to distribute gratuities equally amongst the staff unless otherwise specified by the guest. Cash and credit card gratuities are both accepted. Credit card gratuities will be charged an additional 2.9% processing fee.

PHOTOGRAPHY PROGRAM

Our lodge photographer rides with one cat each day. Each guest will be sent a dropbox link at the end of the trip with the photos from their cat's day of riding. These files are included with your booking.

CURRENCY

Canadian bank machines will accept most ATM cards and spit out colorful Canadian bills in return. If you are concerned, check with your bank about its exchange rates before leaving home. Baldface charges in Canadian dollars, the exchange rate you are given is based on your credit card provider.



WHERE TO STAY IN NELSON

SEE DESCRIPTION HERE

All discount codes must be used on the hotel's website.

THE ADVENTURE HOTEL - 10% off. Use code "BALDFACE10".

THE SAVOY HOTEL - 10% off. Use code "BALDSAVOY"

PRESTIGE LAKESIDE RESORT - 15% off. Use code "BALD".

THE STIRLING SUITES HOTEL - 15% off. Use code "Baldface15"

GETTING TO NELSON, BC FLYING: We recommend flying to Spokane, Kelowna, or Cranbrook. After your flight, <u>you can take a shuttle or rent a car</u> to reach Nelson. It's important to pre-book a 4WD vehicle and request winter tires due to the winter weather. Avoid flying into Castlegar, the closest regional airport to Nelson, as weather cancellations during the winter months happens frequently.

BORDER ENTRY: When you cross the border into Canada, you must have your passport. Immigration officers will inquire about your personal history, the purpose of your visit, and what you're bringing with you. Keep in mind that items like alcohol, tobacco, prescription drugs, and large amounts of cash are subject to import limitations. Excess quantities may be taxed. You are not allowed to import fresh fruits and meats, firearms, or mace.

NOTE ON CRIMINAL

RECORDS: Border officials may deny entry based on previous convictions, particularly if you've been convicted of Driving Under the Influence. If you're unsure about your eligibility for entry, please contact the border crossing before your arrival.

BORDER INFORMATION SERVICE

Within Canada 1-800-461-9999 Outside Canada 1-204-983-3500

DRIVING TO NELSON RELOWN APPROX. 4.5 HOURS PATTERSON CROSSING CANADIAN AND US CUSTOMS CANAD

EXTRA INFO ON LUGGAGE

Because guests of Baldface are transferred to and from the lodge by helicopter, it is important to pack as light as possible, 50 lbs. or less. Soft sided luggage is required and absolutely NO BOARD BAGS OR SKI BAGS are allowed on the heli. If you're traveling with your board/ski bag, you will be asked to remove your equipment from the bag at the Nelson airport check-in. All boards/skis are then carefully loaded into the helicopter's outside basket. All personal items must be packed in soft sided luggage to be loaded in the helicopter. Guests with excess or oversized luggage may be asked to downsize. Personal items must be packed in soft sided luggage to maximize capacity in the helicopter.

WHAT TO PACK

Personal medications. If you are prone to motion sickness you may want a motion patch,
dramamine or similar.
☐ Fat skis/snowboard/poles – unless you are renting from us.
Ski/ Snowboard Boots. There are no boot rentals in Nelson.
☐ Warm, weather resistant clothes and gloves. Layering works best – no cotton. Our average
temperature is about – 8C or 25F.
☐ Goggles and Helmet.
☐ Sunscreen and Sunglasses.
☐ Lodge clothes.
Lodge slippers. If you are in a chalet, you may also want to bring some boots for trips to and
from your chalet.
☐ Passport if you are crossing the border

SAFETY GEAR

Baldface will provide all guests with a backpack, beacon, probe, shovel and radio. You're welcome to use your own backpack, probe and shovel, but we ask that you use our Beacons and radios.

GST

After your trip to Baldface Lodge, out-of-country visitors may qualify for a refund on GST (goods and sales tax) which they paid while in Canada on tour packages. <u>GST REBATE APPLICATION</u>

GIVE A FAQ

IF I GET INJURED, HOW DO I ACTIVATE MY COVERAGE

If an injury occurs, it is important to seek medical care right away in order to activate your coverage.

- 1) If you sustain an injury while shredding with us and require immediate medical attention, your guide will inform the Baldface office and request an evacuation.
- 2) Baldface will immediately get in touch with the insurance broker.
- 3) The ACERA insurance broker will contact you via email, providing the necessary forms to submit with your claim and assist you with any questions.
- 4) You are responsible for any medical bills incurred. Reimbursement will be processed once you submit the necessary forms. The billing process for your medical treatment may vary. Make sure to complete all required paperwork for a smooth claims process. For additional details, refer to the insurance policy here.

WHAT AMENITIES DO YOU HAVE AT THE LODGE?

Once at the lodge guests spend their days skiing and riding powder and their evenings enjoying gourmet meals, our full-service bar, massages, a wood-fired sauna and the company of old and new friends.

