



## Big Powder Argentina 2009 Trip Policy Terms & Conditions

Please read the following Travel Policy Terms & Conditions, Release of Claims, Waiver of Liability and Assumption of Risks carefully (collectively "Terms") and sign your name where indicated below. These Terms will govern your trip with Big Powder Argentina (or "the company"). The signer on the reservation form will hereafter be referred to as "the Client" throughout the Terms. Any person wishing to travel on a Big Powder Argentina trip will be required to sign the Reservation Form and the Terms.

The Terms set forth below constitute the entire, complete and exclusive agreement between the Client and Big Powder Argentina and no waiver, modification, alteration or termination thereof shall be permitted unless set forth in writing signed by both parties.

### **Release of All Claims, Waiver of Liability and Acceptance of Inherent Risks**

On behalf of myself, my heirs, executors, successors, administrators, assigns and whomever else may have an interest either at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now and in the future, and release from all liability and agree not to sue the company, their officers, directors, employees, representatives (collectively "the Releasees") for any and all personal injury, death, property damage or loss sustained by me as a result of my participation in a skiing trip with the company due to any cause whatsoever, including, without limitation, negligence on the part of the Releasees. For the purposes of these Terms, "skiing trip" shall extend from the time of my initial arrival at Santiago de Chile, Chile or Buenos Aires, Argentina to my final departure therefrom and includes any and all activities occurring at anytime and anywhere in those cities, on the surrounding ski hills or elsewhere, including all ground and air transportation whether or not for the purposes of skiing.

I am aware backcountry skiing has, in addition to the usual dangers and risks inherent in the sport of skiing (being loss of control, collisions with other skiers, trees, rocks and other manmade or natural obstacles, failure of equipment, etc.) certain additional dangers and risks, including but not limited to:

**Avalanches:** Which may occur in the mountain terrain used for backcountry skiing and may be caused by natural forces, including steepness of slopes, snow depth, instability of the snow pack or changing weather conditions, or by skiers, another avalanche in the vicinity or the failure for any reason of the Releasees to predict whether the terrain is safe for skiing or whether or when an avalanche may or may not occur.

**Mountain Terrain:** mountainous areas with steep slopes in their natural state have many obstacles and hazards (such as cliffs, crevasses, breakable snow, crust, ice, etc.), may not have been skied previously and may require cross-country skiing or trekking.

**Weather and Altitude:** Weather conditions may be extreme and can change rapidly without warning.

**The Company and Other Skiers:** the conduct, including negligence of the company and other skiers. This includes skiing under the control of the skiing guides, whose advice and direction may differ from skiing practices elsewhere.

I accept all the inherent risks and dangers of skiing and the possibility of personal injury, death, property damage or loss resulting therefrom.

In the context of these Terms, and without limiting the generality of the term, negligence shall include any act or omission relating to guiding, prediction of avalanche danger, choice of skiing terrain, prediction of weather conditions or any conditions of factors that may amount to a departure from the standard of care which a person of common prudence usually takes of his own concerns having regard for the activity of skiing.

### **Reservation and Deposit**

In addition to signing the Terms below, the Client will be required to complete and sign a reservation form and submit to Big Powder Argentina a five hundred-dollar (US\$ 500.00) non-refundable deposit. Upon receipt of the completed reservation form and the required deposit, Big Powder Argentina will provide written confirmation of Client's reservation. The remaining balance for the trip will be due sixty (45) days before the trip departure date. If this balance is not paid by this time, Big Powder Argentina reserves the right to cancel the Client's reservation. If a reservation is made less than sixty (45) days prior to departure, the full balance of the trip is due at that time.



### **Cancellations Charges**

Any cancellation by the Client must be made in writing. The date on which Big Powder Argentina 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 forty five (45) days prior to departure, the Client forfeits the US\$500.00 non-refundable deposit.
- If the Client cancels forty five (45) to thirty one (31) days prior to departure the Client forfeits thirty five percent (35%) of the total cost of the trip.
- If the Client cancels thirty (30) to fifteen (15) days prior to departure the Client forfeits seventy 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.

In addition to the Cancellation Charges, the Client may also be responsible for any insurance premiums arranged through and paid by the company. Big Powder Argentina 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, Big Powder Argentina reserves the right to cancel the Client's reservation.

In the event a Client is prevented from travelling due to serious illness, injury, death in the immediate family or a similar catastrophe, Big Powder Argentina will consider permitting Client to change to another trip, or allow another individual to take that Client's space under the same Terms agreed upon by Client. If there are additional costs incurred the Client would be responsible for paying them.

Big Powder Argentina reserves the right to cancel any scheduled trip for any reason whatsoever, but will not cancel a tour less than forty five (30) days before departure except for force majeure, unusual and unforeseen circumstances outside the company's control. If a trip is cancelled by Big Powder Argentina, the Client may choose between a full refund of all monies paid and any alternative trip with open reservation space offered by Big Powder Argentina. If the full price for the alternative trip is lower than the trip originally scheduled, Client is entitled to a refund of the difference.

### **Unused Services**

Payment for any services not utilized by the Client will not be refunded by Big Powder Argentina.

### **Services Not Covered**

Additional activities may be offered by Big Powder Argentina during a trip. Client, however, will be responsible for all extra expenses incurred as a result of Client's participation in the activity. Any assistance given by the tour leader and accepted by the Client in arranging optional activities does not render the company liable for such costs. Only activities said in the trip notes and overview are included in the trip cost.

### **Price Adjustments**

Big Powder Argentina reserves the right to adjust (increase or decrease) the price of a trip for up to forty five (45) days before departure due to changes in exchange rates, increases in air fares, other transportation costs, accommodation, taxes, or if government action should require us to do so. In the event the price adjustment is an increase, Big Powder Argentina will be responsible for the first two percent (2%) of the additional charge and the Client will be responsible for the balance. If any price increase is greater than ten percent (10%) of the cost of the trip excluding the insurance premiums, Client may cancel the reservation and request a full refund within fourteen (14) days of notification of the price increase.

### **Changes to Itinerary**

The client appreciates and 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 Big Powder Argentina. The Client understands that the route, schedules, itinerary, amenities and mode of transportation may be subject to alteration 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.

Big Powder Argentina reserves the right to change any of the facilities, services or prices described in the brochure or web site before reservation is made. In the event a change is made, the Client will be contacted and provided information notifying him of the change prior to making the reservation. While Big Powder Argentina will make its best effort to run all tours as advertised, reasonable changes in the itinerary may be made where deemed appropriate, advisable or necessary.

If Big Powder Argentina 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.

Changes made by the Client must be made sixty (60) days prior to departure. Additional costs incurred as a result of the change will be the sole responsibility of the Client. Note that scheduled airlines may impose a hundred percent (100%) cancellation charges. The Client may transfer his reservation from one trip to another as long as the transfer is requested sixty (60) days prior to departure. If transfer request is made and accepted by Big Powder Argentina, then Big Powder Argentina reserves the right to charge an administration fee of ten percent (10%) of the price of the original booked reservation.

#### **Big Powder Guide**

In order to ensure the safety and welfare of the Client while travelling with Big Powder Argentina, the trip guide 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 leader, then the trip leader may dismiss the Client from the trip, and Client will have no right to any refunds.

#### **Claims and Complaints**

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

#### **Assumption of Risk**

The Client acknowledges that the nature of the trips offered by Big Powder Argentina is adventurous, physically demanding and challenging. The Client realizes that such holidays may involve significant amount of personal risk. Because of political and cultural differences as well as generally tougher physical conditions, travel to the areas that we visit involves risks outside those we may take in our daily lives. By signing these Terms, the Client assumes and accepts all the risks and dangers associated with the trip and the possibility of personal injury, death, property damage or other loss as a result. Client willingly accepts these risks and releases Big Powder Argentina from all liability even in the event Big Powder Argentina or any of its personnel are found to be negligent or in breach of any duty of care under the law.

#### **Services and Arrangements**

All services and arrangements made by Big Powder Argentina on behalf of the Client are made on the sole condition that the organizers, individually, and Big Powder Argentina, as a company, shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any company and/or persons engaged in carrying out the arrangements for services described in the trip notes, overview, web site itinerary and/or brochure, or otherwise in connection herewith.

Big Powder Argentina acts as an agent for transportation companies, hotels, and other contractors, and shall not be held liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to any defect in a vehicle or any means of transport, acts of God, detention, delays or expenses arising from quarantine, strike, theft, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, any motorized vehicle, skiing and snowboarding, mountaineering or any other form of transportation, activity or sport, or in any guest house, pension, or other form of accommodation.

The information in the trip notes and overview are correct to Big Powder Argentina knowledge, but we reserve the right to alter any trip at any time without penalty to the organizer. Any additional expense or cancellation shall be borne by the customer. The organizer reserved the right to refuse any service to any customer at the discretion of the organizer. Payment of the deposit is an acknowledgement of the above items.



**Travel Documents**

Client agrees to have a valid passport and necessary visas, permits, certificates of vaccination and any other necessary document for travelling to the destinations of the trip. Big Powder Argentina 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 Big Powder Argentina with respect to visas, vaccinations, passports, clothing, climate, baggage, special equipment, etc. is given in good faith but without responsibility on the part of the individual or the company.

**Insurance**

All persons wishing to travel with Big Powder Argentina are responsible for securing personal travel insurance. By signing these Terms, Client is willing to accept full responsibility for insurance up to limits that the company requires. Specifically, Big Powder Argentina requires that Client has insurance that covers personal accident, medical expenses, air ambulance, loss of effects, repatriation costs, cancellation insurance and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Client must provide written proof of the insurance fourteen (14) days after making the initial reservation with Big Powder Argentina 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 taken airfare through the company, the company 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 Release**

I hereby agree to permit Big Powder Argentina employees and other guests to take photographs and make film 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.

**Rented Equipment**

The Client agree to treat the rented equipment as if it were their own, and if damage or destroyed, the Client is responsible for the cost of the equipment, to be paid immediately and that may include shipping costs and additional taxes.

These Terms and any rights, duties and obligations as between the parties to this Terms shall be governed by and interpreted solely in accordance with laws of the Province of Buenos Aires, Argentina, and no other jurisdiction, and any litigation involving parties to these Terms shall be brought solely within the Province of Buenos Aires and shall be within the exclusive jurisdiction of the Courts of the Province of Buenos Aires, Argentina.

I have read this document, understood and agree the terms and conditions. I understand that I am assuming all the risks inherent in international travel, skiing, and snowboarding. I voluntarily sign my name as evidence of my acceptance of the above provisions.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_(mm/dd/yy)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

If the Client is under the age of eighteen (18) Big Powder Argentina requires the signature of Client’s Parent or Legal Guardian.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_(mm/dd/yy)

Signature: \_\_\_\_\_

Parent - Legal Guardian (please circle)

Print Name: \_\_\_\_\_