

## Terms and Conditions

### The Organizer

True North Heli-Skiing Ltd. dba Northern Escape Heli-Skiing (NEHS) is the licensed operator for all packages and activities described here.

**Policies and Conditions Agreement.** By paying your deposit to confirm your booking with NEHS, you are agreeing to our Booking Policies and Conditions. You have 48 hours from the time of your deposit to review the Booking Policies and Conditions, after which time you will be deemed to have agreed to them, and your deposit will become non-refundable in accordance with these Booking Policies and Conditions.

These Booking Policies and Conditions shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.

**Please read the following Booking Policies and Conditions.**

#### 1. Risk Awareness.

- a. **Heli-skiing involves risks, dangers, and hazards.** Prior to confirming your reservation, you are required to assume the risks described in, and agree to the terms of, our Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement (the "Release of Liability"), and agree that doing so is a condition of participating in the NEHS trip. See sample [RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT](#).
- b. **Safety and Risk Awareness.** To further learn about the risks involved in heli-skiing, Catskiing and wilderness activities, please review the following, [NEH – Safety is our Priority](#), [NEH - Safety and Risk Awareness](#) and [HeliCat Canada Safety and Risk Awareness](#).
- c. **Signing Release of Liability.** You will be required to read, and sign NEHS's Release of Liability in person upon arrival at our lodge.
- d. **You agree to participate** in all NEHS safety briefings including, but not limited to, Avalanche Rescue Practice, Helicopter Safety Briefing and the daily Morning Briefing, prior to participating in the ski program.
- e. **You agree to use** the Avalanche Safety Equipment provided by NEHS and as demonstrated by the NEHS ski guides.

#### 2. Registration, Deposit and Payment

- a. All Pricing is in Canadian Dollars (CND)
- b. Northern Escape Heli Skiing utilizes a payment App, Flywire, for all payments.

- a. Payments made directly to Northern Escape Heli Skiing, outside the Flywire app, are subject to a 5% service charge.
  - c. The initial Deposit is equal to 20% of the total trip cost and is due within 10 days of receipt of the Booking Confirmation. All Deposits are Non-Refundable.
  - d. Final Payment is due and payable 90 days prior to the trip commencement. Final Payments are Non-Refundable. For bookings made less than 90 days prior to the package commencement, the full package price is due at time of booking.
- i. Reservations may be cancelled without notice to the guest if full payment has not been received by NEHS on the due date. In this case no refund is given.
- e. Northern Escape Heli-Skiing reserves the right to amend prices and/or policies without notice.

### 3. Travel

- a. It is your responsibility to arrive on time as noted in the Booking Confirmation for each NEHS package and you are responsible for any extra costs required if arriving late for any reason including, but not limited to, flight delays and cancellations.
- b. It is your responsibility to ensure proper entry through Canadian Customs. No refunds will be provided in cases where entry to Canada is denied.

### 4. Cancellation and Replacement Policies.

- a. **Cancellation Notification.** If you wish to cancel a booking, please notify NEHS in writing by contacting our office; [reservations@neheliskiing.com](mailto:reservations@neheliskiing.com).
  - i. **Insured Bookings.** NEHS will provide your insurance company with all details needed to make a claim.
  - ii. **Non-Refundable Initial Deposit.** Initial Deposits are non-refundable 48 hours after the payment of the Initial Deposit is made.
  - iii. **Non-Refundable Final Payment.** Final payments are non-refundable after the Final Payment Date.
  - iv. **All Bookings are subject to cancellation** if payments are not received on time. In this case all payments are Non-Refundable.
- b. **Replacement.** You may nominate in writing a replacement for your booking.
  - i. If you replace yourself with a new guest (name change), a \$250 admin fee will be applied to the booking.
  - ii. NEHS has no responsibility nor provides assurances to find a replacement on your behalf. However, if NEHS is able to confirm a replacement, the you will receive a full refund less a \$250 administration fee.

- c. **Date Change.** A guest may opt to change their booking to a different available date in the same heli-skiing season. Changing dates is subject to an administration fee of \$250.
- d. **Cancellation Mid-Trip.** All packages are sold in units beginning and ending on a specific date. No refund is given, in whole or in part, for un-used days due to late arrival or early departure. In addition, no refund is given for any unused portion of your package due to poor physical fitness, skiing/boarding ability, illness or injury. There is no refund if you choose not to participate in any activity or to return to the lodge early.
- e. **NEHS makes Cancellation.** NEHS reserves the right to cancel bookings for whatever reason NEHS deems necessary. In such a case, NEHS will refund or credit to the account, as per the guest's preference, the total payments made to NEHS by the guest to that date for any unused portion of their trip. NEHS will not be responsible for any other travel or interruption costs, including but not limited to cancellation fees, airfare, third-party accommodations, and meals etc...

5. **Cancellation/Interruption/Medical Travel Insurance.**

- a. NEHS highly recommends you arrange for appropriate insurance for their travel.
- b. Recommendations include, but are not limited to:
  - i. Cancellation Insurance
  - ii. Trip Interruption Insurance
  - iii. Evacuation Insurance
  - iv. Medical Insurance

6. **Age Requirements and Skiing with Minors.**

- a. NEHS requires that guests are a minimum of 19 years or older.
- b. Guests between the ages of 16 and 18 years of age (minor) may book but must be accompanied by a Parent or Legal Guardian at all times while skiing/riding.
  - i. Waivers, at the time of booking and in person at the lodge, for the minor must be signed by the Parent or Legal Guardian that will be skiing with them.
  - ii. Minors must have a current working email address to access the skier portal to input their personal information and preferences. The parent or guardian can assist them with this process.
  - iii. All minors must be strong, competent intermediate to advanced level skiers or boarders with prior experience in powder and back-country conditions preferred.

- c. Guests younger than 16 years of age may be considered when booking a Private package with NEHS. Please contact our office to discuss this option further.

**7. Vertical Guarantees/Refunds.**

1.

**a. Yellow Cedar Lodge and Mountain Lodge Packages**

- i. Unlimited Vertical is Included. There are no additional charges for vertical.
- ii. Your vertical each day, whether by Heli or by Snowcat back-up, is cumulative and will be posted for you to keep track of.
- iii. Due to Helicopter start costs, NEH records a minimum run vertical of 1,500 vertical feet (450m).
- iv. There are no refunds for unskied vertical when a guest chooses not to participate (departs late or comes in early), arrives late or departs early, sits out runs, or due to physical fitness, ability, sickness or injury.
- v. If, due to poor weather or mechanical breakdown only, you are unable to ski/board the minimum guaranteed vertical in your package (see table below), you will be refunded at \$152 per 1,000m (\$46 per 1,000 feet) for the unskied/boarded portion.

**b. Private Packages**

- i. Unlimited Vertical is Included. There are no additional charges for vertical.
- ii. If, due to poor weather or mechanical breakdown only, you are unable to fly the minimum guaranteed flight time (see table below), you will be refunded at \$215 per 0.1hr of unused flight time.

	<b>3 Day</b>	<b>4 Day</b>	<b>5 Day</b>	<b>6 Day</b>	<b>7 Day</b>
<b>Yellow Cedar Lodge, Mountain Lodge and Skeena Spey Semi-Private Packages</b>	Guarantee: 10,300 m (34,000 ft)	Guarantee: 14,000 m (46,000 ft)	Guarantee: 17,000 m (56,000 ft)	Guarantee: 20,300 m (67,000 ft)	Guarantee: 24,350 m (80,000 ft)
<b>Skeena Spey Private Packages</b>	Guarantee: 3 hours	Guarantee: 4 hours	Guarantee: 5 hours	Guarantee: 6 hours	Guarantee: 7 hours

**c. Extreme Events**

1.

- i. In rare circumstances, events beyond our control, such as extreme weather, may make skiing/riding impossible or unsafe and we may be unable to ski or ride for a

significant portion of your package. In these rare cases we will offer you a Rebooking Incentive to be combined with your Vertical Refund as a Rebooking Credit toward a future NEHS trip as follows:

1.

1.

a. If you ski less than 65%, but more than 30%, of your guaranteed vertical, you will receive a Rebooking Incentive of 15% of your package cost plus the calculated vertical refund as a Rebooking Credit.

- Both the Rebooking Incentive plus your Vertical Refund must be left on account as the Rebooking Credit and used together towards a future NEHS trip.
- Rebooking Credits are valid for 2 years, have no cash value and are non-transferable.

b. If you ski less than 30%, of your guaranteed vertical, you will receive a Rebooking Incentive of 25% of your package cost plus the calculated vertical refund as a Rebooking Credit.

1. Both the Rebooking Incentive plus your Vertical Refund must be left on account as the Rebooking Credit and used together towards a future NEHS trip.
2. Rebooking Credits are valid for 2 years, have no cash value and are non-transferable.