



## Ice Creek Lodge Booking Terms & Conditions

Please read these Booking Terms & Conditions (T&Cs) carefully. These T&Cs in their entirety constitute a legally binding agreement between you and Ice Creek Lodge Inc. By making a reservation with Ice Creek Lodge Inc. (referred to as Ice Creek Lodge, us, our, we or similar in these T&Cs) you are agreeing, on behalf of yourself and all other individuals that you book for, to be bound by these T&Cs. You further agree you are acting as an agent for such individuals and these T&Cs apply to them.

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.**

### Release of Liability (Waiver) Requirement

All guests must review and agree to our Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the “**Waiver**”) as a condition of participating in any trip booked with us. If the Waiver is not completed without alteration, change or modification, the individual will not be permitted to participate.

By signing the Waiver, 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. The current form of Waiver can be viewed and downloaded here [<< ICL-Waiver Winter >>](#) or [<< ICL-Waiver Summer >>](#). **PLEASE READ THE WAIVER CAREFULLY PRIOR TO CHOOSING TO BOOK OR PARTICIPATE IN A TRIP TO ENSURE YOU ARE COMFORTABLE SIGNING IT!**

Participants will be provided with a paper Waiver to read and complete at the start of the trip. It is a condition of boarding the helicopter and participating in the trip that the individual sign the Waiver. This Waiver requirement applies to all guests who wish to participate in your reservation, including those who are added or substituted after the original booking.

**Trip leaders who are booking for others – it is your responsibility to ensure you inform them of this waiver requirement and the terms of the Waiver.**

We have the right to update the Waiver each season, and you will be required to sign the current season Waiver to participate. We will send you a copy of our current season Waiver prior to the March 30th payment date.

### Individual OR Group Bookings

At the time of booking, a 50% **non-refundable deposit** is required to confirm your space. Space will not be reserved until the 50% deposit is received.

Note that the rate charged will be for the year the trip is actually taking place, not the rate for the year that the trip was booked. Rates for the upcoming season will be posted by March 30th each year. Our annual rate increase is normally less than 15%. Our rates may be adjusted due to changes in our operating costs (eg. helicopter costs). If



we raise our per-person rates by more than 15% from the previous year, groups will be offered a full refund of their deposit (less an administration fee) if they cancel their booking, in writing, within 30 days of receiving notice from us.

We highly recommend purchasing [\*\*Trip Cancellation Insurance\*\*](#) from any major insurance company.

## **Winter Tours**

All final payments are due Sept 30<sup>th</sup>.

All cancellations must be received in writing. If cancellation is received prior to Sept 30th, a full refund will be issued minus a \$200.00 service charge per person. (only if Ice Creek Lodge is able to find a replacement group for the week reserved). Any cancellations received after the final payment due date will not be refunded. Ice Creek Lodge cannot make an exception to its cancellation policies for any reason. This includes personal emergencies and weather issues. Final payments must be received by Ice Creek Lodge in full, no later than Sept 30th. All clients are responsible for arriving at the staging area at the prearranged time.

We highly recommend purchasing [\*\*Trip Cancellation Insurance\*\*](#) from any major insurance company.

## **Summer Tours**

All final payments are due 7 days prior to the trip start date.

All cancellations must be received in writing. If a cancellation is received up to 7 days prior to the trip start date, a full refund will be issued (minus an administration fee) only if we are able to sell your trip dates. Any cancellations received after the final payment due date will not be refunded. Ice Creek Lodge cannot make an exception to its cancellation policies for any reason. This includes personal emergencies and weather issues.

We highly recommend purchasing [\*\*Trip Cancellation Insurance\*\*](#) from any major insurance company.

## **Booking Conditions**

1. Ice Creek Lodge reserves the right to cancel a booking at any time with a full refund.
2. The participation of any person during a day of activity is subject to the discretion of the guide.
3. We highly recommend purchasing [\*\*Trip Cancellation Insurance\*\*](#) as all our trips (Summer and Winter) are non-refundable.
4. We recommend any health conditions and allergies we should know about be noted on the [\*\*Ice Creek Lodge Guest Information Form\*\*](#)
5. No alcohol or drugs (excluding personal prescriptions) are allowed while partaking in any tour activity.
6. It is the trip leader's responsibility to ensure that each member of their group who wishes to participate in their reservation has been made aware of these Booking T&Cs, including the requirement to complete a Waiver, and the terms of the Waiver. By booking on behalf of others, you agree that you will make these Booking T&Cs, including the Waiver requirement and terms of the Waiver, available to members of your group for their review and agreement prior to your trip dates. You further agree that you will only allow individuals who have agreed to these Booking T&Cs, including the Waiver requirement, to participate in the trip.
7. All guests participating in a trip to Ice Creek Lodge are required to complete a [\*\*Guest Information Form\*\*](#) prior to the trip. It is the trips leader's responsibility to ensure that each member of their group who



wishes to participate has been made aware of this requirement and to ensure each group member completes and submits their Guest Information Form to us by the required deadline.

8. It is the trip leader's responsibility to fill out the [Ice Creek Lodge Group Information Sheet](#) prior to final payment due date. This ensures us that you agree to the trip leader's responsibilities outlined in the T&Gs.
9. Winter Tour Reservations taken more than one year in advance may be subject to a price increase at the discretion of Ice Creek Lodge due to unforeseen cost increases within our industry, group leaders will be given notice of next year's prices when the full deposit is due on March 30th.

Trip leaders are responsible for group payment, group information, and all communication with every individual member of their group.

## **Medical Emergencies**

1. You will be responsible for the cost of a helicopter evacuation, if necessary – check your medical insurance coverage for details on air evacuation and medical expenses
2. The participation of any person during a day of activity is subject to the discretion of the guide.
3. All health conditions and allergies may be noted on the [Ice Creek Lodge Guest Information Form](#)
4. These precautions are necessary to help the clients have a safe and fun backcountry experience

## **Bad Weather**

Ice Creek Lodge will assume no responsibility for days lost due to weather conditions. Weather delays for flights into Ice Creek Lodge are a possibility under severe winter weather conditions. Other arrangements for skiing on that day can be made at various neighbouring local resorts. We recommend a flexible travel schedule for your return home in case of an unplanned flight delay out of the lodge.

## **Damage to premises – Damage/loss of equipment**

All damage to surrounding structures, utilities, and/or Ice Creek Lodge property resulting from misuse will be billed to the user at a "cost to replace" value determined by Ice Creek Lodge management.

We are not responsible or liable for the loss or damage of clients' personal or rented equipment; traveling to or from the lodge or during the course of the clients' backcountry tour.

## **Acknowledgment of Risks, Dangers and Hazards**

By registering for, or participating in, any Ice Creek Lodge backcountry trip, you acknowledge and accept the risks, dangers and hazards of mountainous areas in all conditions and the risks, dangers and hazards of travelling and participating in activities in the alpine and backcountry terrain. This includes the risk of avalanches, which occur frequently in backcountry terrain and our guides cannot guarantee or predict whether an area is safe to use or whether an avalanche will occur.



The risks, dangers and hazards are further detailed in our Waiver, which all participants are required to review and sign as a condition of participating in an Ice Creek Lodge trip.

## **Governing Law & Jurisdiction**

The reservation and all disputes and controversies relating to or arising out of the reservation and these T&Cs 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.

## **Weight Restrictions**

Weight restrictions do apply and are strictly enforced. If the weight exceeds the limit, extra flight charges will be incurred. You will fly in the helicopter dressed to go touring for the day with your skis and pack. Weight limits may vary depending on the type of package, typically 50lbs per person or less including lodge-wear, alcohol, and other items not ski or snowboard related. Keep in mind, 24 cans of beer equal approximately 22 lbs. Please contact us for further details or if you would like to arrange an extra flight.

## **Insurance**

We highly recommend purchasing Trip Cancellation Insurance from any major insurance company.