

## Mountain Adventure Ltd.

### GENERAL BUSINESS TERMS AND CONDITIONS

Mountain Adventure Ltd. is the organizer of the ski packages described on our websites.

Note: The term Skiing shall include snowboarding and telemark skiing

### REGISTRATION POLICIES AND CONDITIONS

By submitting a registration form on-line and paying a deposit, the client has entered into an agreement with Mountain Adventure Ltd. The completed registration form along with the terms and conditions, ski trips or quote and the rates and dates constitute a legally binding agreement between Mountain Adventure Ltd. and the client.

### PRICES

Prices are in Euro (EUR). Use the Exchange Calculator to calculate how much our programs cost in your currency.

All prices are subject to change without prior notice.

If you have already booked the trip and paid deposit/full payment, any changes of price cannot be applied.

### DEPOSITS, REGISTRATION AND PAYMENT

Each guest should familiarize themselves with these terms and conditions and information on our website. This will ensure that have a full understanding of what a ski trip/ski package entails.

Please, contact us by e-mail to reserve a space on one of our ski packages. A non-refundable deposit and a completed registration form are required within 7 days of the reservation date to confirm your reservation.

The deposit is 35% of your total package price. The exact amount will be calculated and sent back to the guest in the reply to his initial booking request.

To secure your space, final payment is required 90 days prior to commencement of your package. If booking less than 90 days prior to start of ski package, full payment is due to confirm and secure the space.

### REFUNDS

All ski packages start and finish on the specified dates and have been offered as a complete package. There are no refunds, partial or full for any of the following reasons:

- Late arrival or early departure for any reasons
- Missing flights
- Lost or destroyed travel documents
- lost or destroyed personal gear
- Sickness or injury
- Lack of skier ability or fitness
- Any reason beyond the control of the Mountain Adventure Ltd.

### CANCELLATIONS

Cancellation by client.

Client can cancel the trip at any time. Cancellations must be made by e-mail. Cancellations are only effective once your notification is received by office Mountain Adventure Ltd.

We ask that you thoroughly understand and consider the booking and cancellation policy prior to booking, as we make financial commitments to our staff and other providers once you have booked and we have confirmed a trip. We take your booking in good faith and begin incurring costs upon confirmation.

Cancellation more than 90 days prior to the start date of package will result in loss of the non-refundable deposit. If cancellation is received 90 days or less, prior to start of confirmed package then entire trip price is owed and non-refundable.

If you are unable to attend your ski package after the final payment date then the ski package is transferable to another person. If you find somebody instead of you, we return you the sum exclusive of 10% office expenses. The refund is made only after receiving full sum from new client.

Cancellation by Mountain Adventure Ltd.

Mountain Adventure Ltd. has the right to hold up or to stop completely participating in the program in case of not proper participant's behaviour, in particular: systematic breaking of guide's safety instructions or improper behaviour, which decrease the group's safety. No refunds are given in this situation.

Mountain Adventure Ltd. reserve the right to cancel any trip at any time, by essential reasons. Your full payment will immediately be refunded. But we are not responsible for any expenses incurred by the client-side.

### PASSPORTS, VISAS AND HEALTH REQUIREMENTS

It is your responsibility that visas, passports and other travel documents are in order before departure. In the event that Mountain Adventure Ltd. agrees to liaise with the appropriate Consulate or Embassy in order to obtain the necessary permits or visas for your trip, it is unable to accept responsibility for any decisions, actions, losses or delays in relation to the application or grant of such permits or visas and the consequential effect it may have on the holiday itself.

Your physician must clear any health problems that may affect your participation in any program. It is imperative you disclose any medical condition that could put you, your guide or others safety at risk.

#### INSURANCE

In the unlikely case of emergency, participants may, depending upon program location, be liable to any rescue or evacuation costs incurred either on their behalf or as a result of their actions. To avoid these costs, each participant must have an emergency medical expenses insurance. This insurance should cover practice of sport activities, which includes skiing, snowboarding, heliskiing, ski-mountaineering, hiking etc.; and cover emergency helicopter evacuation. For your tranquillity, and to avoid any financial difficulties that an unexpected cancellation or interruption could cause, we strongly recommend to purchase trip cancellation/interruption insurance. You must provide us the details of your insurance before your trip.

#### WEATHER AND MOUNTAIN CONDITIONS

Mountain weather is unpredictable in all seasons and is a constant factor that shapes the decisions we make before and during our programs. It would not be practical for us to refund every situation where our guests do not get the weather conditions they hope for and we make every effort to develop alternative plans. If you have a single objective in mind (such as a peak or route) we cannot guarantee that the conditions or weather will allow an attempt of that objective. We will work diligently to give you the best experience with the conditions we face at the time.

#### LIABILITY

Participation in wilderness activities involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. Client should be aware that the Mountain Adventure Ltd. and their guides and employees may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; effects of high altitude including pulmonary edema and cerebral edema; equipment failure; encounters with dangerous or poisonous flora and fauna; impact or collision with other persons; becoming lost or separated from one's party or guide; negligence of other persons; negligence on the part of the operators or their guides and employees, including the failure of the operators or their guides, pilots and employees to safeguard or protect the client from the risks, dangers and hazards of wilderness skiing. Communication in the alpine terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning. Disease may arise from the increased difficulty in maintaining personal hygiene.

The client should be aware of the risks, dangers and hazards associated with wilderness skiing, and freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

#### PROBLEMS & COMPLAINTS

If you are unhappy with a service or facility provided in our programs, you should address your complaint immediately to the Mountain Adventure Ltd. local representative and, if relevant, to the management of the hotel or other supplier whose services are involved, so that Mountain Adventure Ltd. will have an opportunity to correct the matter during the program.

If the problem cannot be solved locally however, you must write to us within 30 days of your return to the country of residence, giving your booking information and full details of your complaint.

#### FORCE MAJEURE

Except where otherwise expressly stated in these terms and conditions, Mountain Adventure Ltd. regrets it cannot accept liability or pay any compensation where the performance or prompt performance of its contractual obligations are prevented or affected by "Force Majeure". In these conditions, "Force Majeure" means any event which Mountain Adventure Ltd. or the supplier of the service(s) in question could not, even with due care, foresee or avoid. Such events may include war, or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, avalanches, fire, and all similar events beyond control of Mountain Adventure Ltd.

#### **Mountain Adventure Ltd.**

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