

Santiago Heliski - Guest Booking Contract (“Booking Contract”)

Reservations:

A fifty percent (50%) non-refundable deposit is required to be paid to Santiago Heliski (“SH”) at the time of booking to confirm your reservation. The remaining balance is due by April 1 in the same year as your trip date. All prices are quoted in US dollars (USD) and assume you will pay via wire transfer or ACH bank transfer. Guests paying with a credit/debit card shall be charged a 4% convenience fee. Guests will also be charged a fee of fifty dollars (USD \$50) for any returned payments. If the deposit or any payment is returned for any reason, you are required to pay the deposit/payment or risk losing your booking (or any deposit(s)/payment(s) held on account).

Changes, Cancellations & Refunds:

All payments are non-refundable. If you cancel your reservation before April 1 in the same year as your trip date, you will not be responsible for the remaining balance, however your non-refundable deposit will not be returned. *If you do not cancel before April 1 (in the year of your booking), you are responsible for payment in full. If you do not pay in full by April 1, SH reserves the right to terminate your reservation, sell your booking to another party, and will not refund your deposit.*

Guests who are unable to heli-ski/board for any reason (health, altitude, unexpected illness, travel delays, choice, or for any other reason whatsoever) are not entitled to a refund or rebate. Unused heli hours are not carried over to a future trip and are not refunded. For these reasons, *we highly recommend purchasing travel insurance.*

Weather and Snow:

When signing this Booking Contract you understand, acknowledge and agree that weather and snow conditions play a major part in the ability to operate, and that such conditions are wholly outside of the control of SH. SH has the sole discretion to determine whether conditions are safe to operate, or whether to suspend and/or cancel operations based upon weather, snow conditions, or any other matter. In the event that you are unable to use any or all of your 14 included heli hours due to weather or snow conditions, SH will not be responsible for any reimbursement, refund or credit. Alternative activities offered on non-flying days may carry an additional charge. Therefore, *we highly recommend that you purchase travel insurance.*

Evacuations:

Heli-skiing/boarding is a high-risk sport, and SH operates in remote, high-altitude terrain in the Andes. In the event that you require an evacuation, you are solely responsible for any and all costs related to the evacuation, transport and medical care. Therefore, *we highly recommend you buy evacuation and medical insurance that covers heli-skiing and international travel.*

Guest Abilities and Responsibilities:

All guests must be in good physical condition and have prior skiing and/or snowboarding experience suitable for the advanced, high-altitude terrain offered in the central Andes of Chile, at elevations of approximately 3,000 to 4,600 meters (10,000 to 15,000 feet). At minimum, guests must be comfortable riding powder and black diamond terrain at a resort. In signing this Booking Contract you affirm that you are not suffering from any medical condition(s) which would impair safe participation in heli-skiing/boarding activities or at high altitude, and further affirm that you have the necessary skill to participate in heli-skiing/boarding activities being offered by SH.

You are responsible for bringing appropriate personal skiing and snowboarding gear and equipment, including replacement gear or equipment in the event of damage or loss. SH has a limited number of demo skis, which are not guaranteed. SH shall have no obligation to provide replacement gear or equipment to any guest for any reason. You are also responsible for your own international travel, passport, and entry requirements for Chile.

Operational Discretion and Guest Obligations:

SH's lead guide and pilot have **ABSOLUTE AND FINAL AUTHORITY** regarding all operational and safety matters, including the selection of terrain, flight routes, the decision to fly or not fly, and the selection of individual skiing/boarding lines. Accordingly, you must strictly and immediately comply with all instructions from the lead guide, pilot, and any other SH staff.

SH reserves the right to immediately terminate this Booking Contract and any services provided under it, without refund if the guest: (1) fails to follow guide, pilot or staff instructions, thereby endangering themselves, and other SH guides, pilots, employees or other guests; (2) is determined by any SH guide to be physically or technically incapable of safely performing the heli-skiing/boarding activities; (3) is under the influence of drugs or alcohol while engaged in heli-skiing/boarding activities.

Safety and Safety Equipment:

No guest will be allowed to heli-ski/board without acceptable avalanche safety/rescue equipment. SH will issue you personal avalanche safety/rescue equipment consisting of the following: an airbag pack, avalanche transceiver, shovel, probe, and radio. You will be responsible for returning that equipment in good working order. In the event the equipment is damaged, lost, or rendered inoperable while in your possession, you will be responsible for the replacement costs of the equipment.

We recognize that some individuals may possess personal avalanche safety/rescue equipment. SH reserves the right, in its sole discretion, to prohibit guests from using any or all of their personal avalanche safety/rescue equipment, skis, snowboards, backpack and

any other items that may interfere with operations and safety. In addition to being required to use approved avalanche safety/rescue equipment, each guest must also participate in all of SH's safety trainings and orientations, including the helicopter safety briefing.

SH reserves the right to refuse service to any guest who fails or refuses to use the approved safety equipment and/or follow the safety training and/or protocols established by SH, without refund. If any guest fails to listen to or follow the instructions of SH's guides, pilots or staff or fails to follow safety protocols, SH reserves the right to refuse service and/or to remove the guest from the field, without refund, and all at the guest's expense.

Overages:

Each private week includes 14 heli hours. If your group exceeds the total number of heli hours in your package, you will be charged USD \$3,500 per hour for the helicopter, billed in proportion to the additional flight time used. Overage charges are due before the end of your trip.

Accommodation, Transport and Third-Party Services:

Your package includes accommodation, ground transport, meals and other services as described at the time of booking, some of which are provided by third parties (including the hotel and transport providers). SH is not responsible for the acts or omissions of third-party providers. Charges not included in your package (for example, additional hotel nights, room service, spa services, and non-package activities) are your responsibility.

Participant Agreement, Release, and Assumption of Risk:

All guests shall be required to read, understand, sign and deliver SH's **Participant Agreement, Release, and Assumption of Risk** (the "Participation Agreement"), the terms of which are incorporated into this Booking Contract. You have been provided with a copy of the Participation Agreement in connection with this booking. Failure to sign and deliver the required signed Participation Agreement will result in a forfeiture of any and all payments made to SH, and you will be prohibited from participating in heli-skiing/boarding activities.

Dispute Resolution, Governing Law and Legal Fees:

This Booking Contract shall be governed by the laws of the Republic of Chile. In the event of any dispute, claim, or controversy arising out of or relating to this Booking Contract, or the breach thereof, the parties agree that such dispute shall be resolved by binding arbitration before a single arbitrator in Santiago, Chile, in accordance with the arbitration rules of the Arbitration and Mediation Center of the Santiago Chamber of Commerce (CAM Santiago). The arbitration shall be conducted in English. The decision of the arbitrator shall be final and binding on all parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. In any action, proceeding, or dispute arising out of or related to this Booking Contract, including, without limitation, proceedings brought to compel or confirm an arbitration award, the prevailing party shall be entitled to recover from the non-prevailing party its actual attorneys' fees and costs.

Acknowledgement:

By signing below, I confirm that I have read, understand and agree to the terms of this Booking Contract.

Guest name: _____

Trip week: _____

Guest signature: _____

Date: _____