

# MALLARD MOUNTAIN LODGE

www.canadianadventurecompany.com

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# RESERVATION INFORMATION PROCEDURE, CONDITIONS, & MISCELLANEOUS

"CAC" refers to Canadian Adventure Company Holdings (2015) Ltd.

"Guest" refers to a person making a reservation with CAC.

#### A. DEPOSIT

The following deposit per guest is required for each reservation.

For arrivals in 2024 \$ 1,625.00
 For arrivals in 2025 \$ 1,725.00

If the reservation is made less than one year before the arrival date, the deposit is payable at the time of making the reservation.

If the reservation is made more than one year before the arrival date, the deposit is split into two equal installments, the first payable at the time of making the reservation, and the second payable one year before the arrival date. If the second installment is not received on time, the reservation will be cancelled, the space will be released, and the first installment of the deposit will be forfeited.

The deposit is non-refundable. The deposit is transferable only as detailed herein. Payment of the deposit or any part thereof is confirmation of receipt and acceptance of this Reservations Information document, and documents referred to.

#### **B. PAYMENT BALANCE**

The payment balance is the amount due after paying the deposit. The payment balance must be paid to CAC one hundred & twenty (120) days in advance of the arrival date. If CAC does not receive the payment balance on time, the reservation will be cancelled, the space will be released, and the deposit will be forfeited. The payment balance is refundable and transferable only as detailed herein.

# C. WAIVER

Guests need to sign a Waiver in person with CAC, to be provided to CAC before departure on the helicopter to the Lodge. A copy of the Waiver is viewable on CAC's website. CAC will provide the Waiver to the guest for signature. As part of Guest Registration (see below), guests must confirm that they have reviewed and accept the terms of the Waiver and agree to sign the Waiver as above.

# D. MAKING A RESERVATION, GUEST REGISTRATION, FUNDS, AND CONFIRMATION

Reservations may be made by CAC's website system, telephone, email, or post mail. At that time, Guest Registration for completion by the guest will be provided to the guest. After CAC receives the completed Guest Registration, arrangements will be made for receipt by CAC of the funds due at that time, which at a minimum is the Deposit (or the first installment of the Deposit if the reservation is made more than one year before the arrival date). Reservations are confirmed upon receipt by CAC of the completed Guest Registration, and funds due at that time. The aforesaid Waiver, Guest Registration, this Reservations document, and documents referred to herein, contain the terms of the guest's booking and trip.

# E. CANCELLATION, TRANSFERS AND REFUNDS

- If a guest cancels a reservation, deposits and payment balances as defined herein may be transferred to another guest only if a substitute guest is found for the same reservation dates.
- If a guest cancels a reservation, the payment balance as defined herein is refundable only if a substitute guest is found for the same reservation dates.
- If the guest's vacation is interrupted for any reason attributable to the guest, including injury to the guest, this is treated as a cancellation by the guest.
- Substitute guests may be found by either CAC or the guest. A substitute guest is "found" when a reservation is confirmed by CAC for that substitute for the same reservation dates. For purposes of determining eligibility for refunds or transfers, substitute guests found by the guest will be assigned specifically to the guest, and substitute guests found by CAC will be assigned to the guest in the same sequence as all guests' cancellation notices are received by CAC. Guests cannot claim as a substitute guest found by the guest someone previously reserved with CAC for the

dates involved. Substitute guests found by CAC do not include persons CAC could have accommodated regardless of the guest's cancellation. CAC does not promise that a substitute guest will be found for any cancellation.

- Notwithstanding anything else herein contained, deposit and payment balance transfers, and payment balance refunds, as aforesaid, are not available if a guest cancels a reservation within 4 weeks of the start of the reservation.
- CAC reserves the right to cancel any reservation, or portion thereof, at any time, for any reason, including mechanical failure on the part of CAC's equipment or facilities. CAC's liability is limited to providing a credit for all payments made by the guest to CAC, in proportion to the percent of the reservation that is cancelled by CAC. The credit has no cash value, can only be used against the cost of future reservations with CAC, without time limit, and may be assigned by the guest to another party. CAC is not responsible for a guest's inconvenience, damages or expenses.
- Except where initiated by CAC cancelling a reservation, any substitution for a guest, or change in a confirmed reservation, requires payment to CAC of an administrative fee of \$195.00 plus taxes.

# F. FORM & PLACE FOR PAYMENTS & NOTICES

All payments must be to CAC's Office, in Canadian Dollars, and all notices must be in writing and received in CAC's Office.

#### G. ARRIVAL

It is the guest's responsibility to arrive at the location and on the dates and times outlined in the confirmation and itinerary that CAC will provide the guest.

# H. INSURANCE & EMERGENCY ASSISTANCE

- Emergency assistance is only by helicopter.
- From an insurance agent of the guest's choice, CAC recommends that the guest purchase
  trip cancellation insurance to cover all costs and losses associated with the guest being
  unable to use their reservation in whole or in part and however caused; insurance to cover
  hospital and helicopter ambulance evacuation expenses; and insurance to cover loss of
  baggage, skis, and personal belongings. The guest should ensure that insurance covers
  loss while the guest is in British Columbia, Canada, and while the guest is in transit to and
  from British Columbia.
- In the event an injured or sick guest requires assistance, the cost of that assistance is the responsibility of the guest.

#### I. SAFETY & SITE MANAGEMENT POLICIES

When required for the guest's safety, for site management, or for any other reason of CAC, CAC personnel will give instructions which must be followed.

#### J. PHOTOGRAPHY

Guests consent to: (1) CAC staff, contractors & other guests taking images of the guest (including any motion picture or still photographs of their likeness, poses, acts & appearances or sound records of their voice) (herein collectively called "Images"); (2) cropping, altering or modify Images & combining such Images with other images, text, audio recordings & graphics; and (3) using the Images for any purposes or publication without notice to the guest in connection with promotion and/or marketing of CAC.

#### K. WHOLE LODGE RESERVATION

CAC will not add other guests to a group that purchases the whole Lodge capacity.

#### L. GENERAL INFORMATION

- Your specified dated itinerary will be provided to you when you make your reservation
- To assist in preparing for your trip you will be sent two additional documents:
  - 1. Packing and General Lodge Information
  - 2. Pre-Trip Orientation
- All guests must meet at the staging area at the set day and time for the beginning of their trip.
- The staging area is the place that we will meet, fly to the Lodge from, and return to at the end of your trip.
- The staging area is located at Yellowhead Helicopters, 5 minutes north of Valemount,
   BC.
- The "fly-in" day is the day you travel by helicopter from the staging area to the lodge. The "fly-out" day is the day you travel by helicopter from the lodge back to the staging area.
- You must be at the staging area on time on the "fly-in" day.
- We strongly recommend arriving and staying in Valemount the evening before your "fly-in" day.
- Vehicles will be left in secure parking at the staging area during your stay at the lodge.
- On the fly-out day, departing guests do not go out touring or hiking. Around mid to late morning, the helicopter will pick you up and take you back to the staging area.
- We recommend any flights or travel arrangements home, be scheduled for the day after your fly-out day in case of weather or other delays.
- Weather, atmospheric conditions and mechanical issues can delay helicopter flights and travel in general. If helicopter flights to or from the lodge are delayed, guests at the lodge, and guests heading to the lodge, will be delayed. CAC is not responsible for a guest's inconvenience, damages or expenses, & no refund is provided. This is one reason why we recommend trip insurance, as noted above.
- Upon request, we will assist you with accommodation arrangements and travel arrangements.

### M. HELICOPTER FLIGHTS DIFFERENT THAN SCHEDULED ITINERARY

Any helicopters booked for a guest for flights different from those scheduled by CAC for the guest's itinerary are solely at the expense of the guest, regardless of other flights of CAC.

# N. SKILLS, EXPERIENCE, AND EQUIPMENT

- All guests participating in activities at the lodge must be in good physical condition and health and be at a minimum an intermediate skill level for both backcountry touring, skiing, and summer hiking.
- Equipment for both winter and summer activities must be of modern technology, in good working condition and suitable for backcountry use. Clothing should be in good condition and suitable for extended periods in all weather conditions for the season.
   A detailed list of equipment and packing requirements are provided in a separate document sent to you, Planning and Packing for your Trip.
- CAC welcomes both skiers and split-boarders. Non-split boards and snowshoes are not allowed. Split-boarders should be in excellent physical shape to handle the extra level of effort often required vs skiing.
- Notwithstanding the foregoing, private groups reserving the entire lodge, may be of any ability level, provided they have discussed this with CAC at the time of reservation.

# O. ALCOHOL AND DRUGS

- Limitations on alcohol and marijuana use are necessary for your safety and the safety of others at the lodge and must be consumed in moderation.
- No illegal drugs are allowed at the lodge.
- No alcohol or drugs can be consumed at the helicopter base or in the helicopter.
- No alcohol or drugs can be consumed during the daily activities on the mountains.
- No vaping, and no smoking (including marijuana), is allowed in, or within 10 paces of, the Lodge or any building.
- Guests under the influence of drugs or alcohol will not be allowed in a helicopter and will be responsible for all extra helicopter costs that become necessary to transport the guest.
- Please don't bring any glass containers into the lodge. Beer must be in tins. Wine must be "bag in box" or in a crushable container. Alcohol purchased in a non-crushable container must be transferred to a crushable container.

#### P. CHANGES

Except for reservations already confirmed, prices, trip dates and this document are subject to change without notice.