



Alaska Backcountry Guides - Guest Booking Contract - 2023

Reservations:

A twenty-five percent (25%) deposit is required to confirm your reservation. The remaining balance is due by January 15, 2023. Your rate assumes you will pay via ACH Bank/Wire Transfer or Check. Guests paying with a credit/debit card shall be charged a 3.5% convenience fee. Guests will also be charged a fee of fifty dollars (\$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:

Guests may request to change the date for their 2023 reservation to another date within the 2023 season. Such change requests must be made prior to January 15, 2023. Change requests are subject to availability, and may be granted or denied in AKBG's sole discretion.

All payments are non-refundable. If you cancel your reservation before January 15, 2023, you will not be responsible for the remaining balance, however your non-refundable deposit will not be returned. If you do not cancel before 1/15/23, you are responsible for payment in full.

Due to the uncertainty of the COVID-19 virus and its potential impact on the 2023 season, Alaska Backcountry Guides ("AKBG") is offering the following carryover policy. If AKBG is unable to operate due to COVID-19 during your scheduled trip, and has to cancel your trip in 2023, your package may be carried over in full and applied to a trip during the 2024 season without penalty or charge. Alternatively if you prefer a refund instead of a carryover, AKBG will refund all payments minus the non-refundable 25% deposit and cancel your trip.

Guests who are unable to heli-ski/board for any reason (health, unexpected illness, choice, or whatever else) are not entitled to a refund or rebate. For these reasons, *we highly recommend purchasing travel insurance.*

Weather and Snow:

Guests 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 AKBG. AKBG 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 helicopter flight hours due to weather or snow conditions, AKBG will not be responsible for any reimbursement, refund or credit. Therefore, *we highly recommend purchasing travel insurance.*

Evacuations:

Heli-skiing/boarding is a high-risk sport. In the event that you require an evacuation, you are solely responsible for any and all costs related to the evacuation. Therefore, *we highly recommend buying evacuation insurance.*

Safety and Equipment

No guest will be allowed to heli-ski/board without acceptable avalanche safety/rescue equipment. AKBG will issue personal avalanche safety/rescue equipment consisting of the following: an airbag pack, avalanche transceiver, shovel/probe, and harness. You will be responsible for returning that equipment in good working order, normal wear and tear excepted. 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 guests may possess their own avalanche safety/rescue equipment. AKBG reserves the right, in its sole discretion, to prohibit guests from using any or all of their own 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 AKBG’s safety trainings and orientations.

AKBG 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 AKBG. If any guest fails to listen to their guide’s instructions or fails to follow safety protocols, AKBG reserves the right to remove the guest from the field, without refund, at the guest’s expense.

Overages:

If you exceed the total number of hours in your package, you will be charged \$4500/hr divided among the number of guests in your group. For example, if you are flying with 4 guests, the price is \$1125/hr per person. Portions of an hour will be rounded up to the nearest 1/10 of an hour.

Liability Waiver

Each and every guest shall be required to read, understand, sign and deliver AKBG’s liability waiver, the terms of which are incorporated into this booking agreement. You have been provided with a copy of the liability waiver in connection with this booking. Regardless of whether the liability waiver is signed and/or acknowledged electronically, all guests agree to deliver an original signed waiver upon arrival at AKBGs’ facilities, and prior to going heli-skiing/boarding. Failure to sign and deliver the required original signed liability waiver will result in a forfeiture of any and all payments made to AKBG, and you will be prohibited from participating in heli-skiing/boarding activities.

Signature: _____ Date: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Alaska Backcountry Guides LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AKBG"), I hereby agree to release, indemnify, and discharge AKBG, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in guided backcountry heli skiing and heli boarding activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: hidden obstacles by snow including crevasses, ice and snow cornices, tree stumps, creeks, rocks and boulders; loss or damage to equipment being used; being lost or separated from their guides or companions by traveling in forested areas; rugged terrain; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration, frostbite, frost nip, and acute mountain sickness, cerebral and pulmonary edema; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; water hazards; the negligence of participants or other persons who may be present; collision with fixed or movable objects, manmade or natural obstacles; major injuries are at risk as are musculoskeletal injuries including head, neck, and back injuries; transmissible pathogen or disease; my own physical condition, and the physical exertion associated with this activity. Snow depth, instability of snowpack or varying and difficult weather and snow conditions may cause avalanches. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Helicopter and other transportation, including mechanical failure and operational error have increased risks in mountainous areas, especially in winter weather conditions.

Furthermore, AKBG personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AKBG from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AKBG's equipment or facilities, **including any such claims which allege negligent acts or omissions of AKBG.**
4. Should AKBG or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against AKBG, I agree to do so solely in the state of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AKBG on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at AKBG. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by AKBG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AKBG from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s). Minor(s) DOB(s) _____

Parent or Guardian: _____ Print Name: _____ Date: _____