

CHUGACH POWDER GUIDES PARTICIPANT CONTRACT

PRIVATE HELI SKIING - SEWARD, 2012

MAKING A RESERVATION

Chugach Powder Guides requires 50% of trip cost as deposit at time of reservation, with the remaining balance due 90 days prior to the trip start date. If reservation is made within 90 days prior to start date, payment is due in full. A deposit as well as a signed participant contract is required to confirm your reservation. **There are no exceptions.** The participant contract is a written acknowledgement of CPG's vertical, refund and cancellation policies. **Failure to pay final balance by the due date will result in the cancellation of your reservation and no refund will be given.**

HELI-SKI FLIGHT HOURS

Your private heli-ski experience includes up to seven days of heli-skiing or 10 hours of Hobbs time (for the group) in a Eurocopter A-Star helicopter. Hobbs time is defined as any period in which the helicopter experiences vertical lift. This includes heli ski drops, empty returns, ferries, fuel runs and any other flight time required to serve your private adventure. The charge for exceeding 10 flight hours is \$3800 per hour.

FUEL SURCHARGE

Due to the volatile nature of the fuel market, CPG reserves the right to implement a fuel surcharge. The fuel surcharge is based on the US Gulf Coast Index for Kerosene-Type Jet Fuel Price that is reported by the US Department of Energy(http://www.eia.doe.gov/pub/oil_gas/petroleum/data_publications/weekly_petroleum_status_report/current/pdf/table12.pdf). A fuel surcharge may be added for increases in the base fuel prices as of Dec. 31, 2011. An amount of \$16.80 for each hour flown may be added for each percentage (%) increase and will be evenly divided between the members of your group.

CANCELLATION POLICY

If it becomes necessary for you to cancel your reservation, Chugach Powder Guides requires written notice of cancellation. Monies on account rolled over from previous years are non-refundable. If we receive cancellation notice more than six months prior to your skiing date, all monies on account will be refunded (other than monies rolled over from previous years) less a \$300 cancellation fee per seat. If cancellation notice is received less than six months prior to ski date, the deposit is non-refundable. If cancellation notice is received less than 90 days prior to ski date, all monies on account are non-refundable. All money on account is good for the **current season only**. Any change to a reservation date, if available, will be subject to a \$150 per person administrative charge. ****These policies do not apply to money carried forward from a past reservation.**

REFUNDS

Private Seward Heli-Ski Packages are based on use of Hobbs time on the helicopter. **There are no refunds for unachieved flight hours due to weather, skier ability or any other reason.** If you should achieve 10 hours of flight time prior to the end of your package week, you have the option of not flying. If you choose to do this, **you must notify the reservation desk before the next fly day.** If you haven't achieved your maximum flight hours and you choose to miss any skiing for any reason, you will not be refunded. No refunds are issued in part or in whole for unused days due to late arrival, early departure or any other reason. No refunds are issued for "down days". No refunds are issued for missed skiing due to skiing ability, fitness, equipment failure, or personal choice. If a skier becomes injured, ill, or requests to leave the field prematurely for any reason, no refund will be made. Flight time resulting from an evacuation or early departure from the field will be applied against your 10 hour package. Monies on account from previous years are non-refundable.

Chugach Powder Guides reserves the right to cancel any ski week package or ski week at any time. In the case that Chugach Powder Guides issues a cancellation, a credit will be issued or your week will be rescheduled.

AS WITH HELI-SKIING ANYWHERE IN THE WORLD, IT IS POSSIBLE THAT ANY HELI SKI WEEK COULD BE "SHUT OUT" DUE TO INCLEMENT WEATHER CONDITIONS . IN THIS CASE, REFUNDS ARE BASED UPON THE ABOVE FLIGHT HOUR POLICY. THIS CONSTITUTES YOUR REFUND IN IT'S ENTIRETY. A REFUND CREDIT FOR FLIGHT HOURS DUE TO INCLEMENT WEATHER CONDITIONS CAN BE SECURED THROUGH PURCHASE OF THE "PRIVATE FLEX OPTION".

RELOCATION TO GIRDWOOD

In the event that weather or snow conditions prevent skiing in the Seward area, it is possible that the group may choose to relocate to Girdwood to enjoy better conditions or greater likelihood of flying. This option will only be employed if conditions in the Girdwood area are significantly better than those in the Seward area. The decision to relocate is solely at the discretion of Chugach Powder Guides. In the event of relocation, a room will be provided for you in Girdwood at a rate of \$210 per night. Rooms at no cost can be obtained through purchase of the **"Private Flex Option"**. Group meals will be arranged during your stay in Girdwood at no additional cost to you. If you choose to dine on your own at the local restaurants, no refund will be provided and these meals will not be reimbursed.

AVALANCHE TRANSCIEVERS

It is our pleasure to provide you with a Mammut Pulse Barryvox avalanche transceiver. Your transceiver must be returned before you depart. Unreturned transceivers will result in a \$425 charge on your credit card or your final bill.

INSURANCE

Chugach Powder Guides **STRONGLY RECOMMENDS** that all guests purchase Trip Cancellation Insurance, Trip Interruption Insurance, Medical Insurance, and Emergency Evacuation Insurance. These insurance types safeguard you against unforeseen mishaps that can occur before or during your heli vacation with us. We suggest a travel insurance policy with a "Cancel for Any Reason" clause. This may allow you to cancel your trip for any reason you wish with up to 48 hours before you come and receive reimbursement (varies by policy and carrier). **OUR REFUND AND CANCELLATION POLICIES ARE ABSOLUTE. IF YOU INJURE YOURSELF BEFORE YOUR TRIP OR HAVE OTHER CIRCUMSTANCES WHICH CAUSE YOU TO CANCEL YOUR TRIP, YOUR PACKAGE WILL NOT BE REFUNDED BEYOND THE TERMS OF THE ABOVE POLICIES.** Depending on the carrier and the policy, such insurance is usually a small fraction of the overall package price and could reimburse you the entire cost of your trip in the event of your cancellation.

I understand and acknowledge that CPG recommends the purchase of above insurance and:

Choose to purchase third party travel insurance for my trip _____ My intended Insurer is _____
INITIALS

Choose not to purchase insurance for my trip with full knowledge that if I cancel before I come, become injured during my trip or have to cancel for any reason that I will not be refunded beyond the above policies. _____
INITIALS

I, _____, acknowledge I have read the above policies (both pages), having had sufficient opportunity to do so, and understand them. I acknowledge that my reservation will not be confirmed nor my space secured until I have returned this signed contract with a 50% deposit. I understand that by signing this contract, I agree to be bound by its terms.

Participant Signature: _____ Printed Name: _____ Date: _____