



Terms & Conditions

June 1st, 2024

IMPORTANT! TRAVEL INSURANCE

As flexible as Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center is in relation to future travel, we highly recommend that guests take out comprehensive travel insurance; such as trip cancellation, interruption, medical emergencies, and evacuation, to ensure any funds lost can be recovered.

Please note that all guests need to read and agree to our Accommodations and Wilderness Activities Release Agreement (waiver - found at the end of this document).

Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center is committed to monitoring and amending our approach to travel, providing our guests both strong flexibility and security. This set of terms is replacing any previous release terms & conditions and are applicable from February 2023 on.

To provide flexibility and security, Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center offers the following terms for all bookings in the 2024/2025 season. (including "FIT" BOOKED WITH ANY OF OUR PARTNERS)

In order to give our guests and partners increased comfort, Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center will offer the following revised terms and conditions for all existing bookings and all new bookings for the 2023/2024 season. This policy is necessary due to the unique location of our facility and short notice re-booking would be unlikely.

- Any booking made 30 days to arrival: full payment
- Any booking made 31 days + will be held: 25% non refundable but transferable deposit.
- If Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center receives a confirmed request for the dates/rooms being held we will require you to either confirm your booking with the 25% deposit payment of the reservation within 5 working days or to release those rooms to the waitlisted booking.
- The full booking amount will be charged 30 days prior to arrival for all confirmed bookings.
- On cancellation of a confirmed reservation Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center will apply the following cancellation policy:



CANCELLATION POLICY

Between Confirmation and 31 days prior to arrival	100% Refund of monies paid, except a 25% non-refundable but transferable deposit for future travel for any package deal within Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center
Between 30 days to arrival	Credit to the value of monies paid for future travel for any package deal within Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center
Cancellation during stay at the Resort	50% credit for any unused nights for future travel for any package deal within Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center

GROUP BOOKINGS

- Any booking made 60 days or less prior to arrival: full payment
- Any booking made 61 days + will require: 25% non refundable - but transferable pay
- Remaining amount to be paid 60 days prior to the event with a refundable damage deposit of \$500 (refund amount will be refunded after inspection of the property)

GROUP CANCELLATION POLICY

Between Confirmation and 60 days prior to arrival	100% Refund of amount paid, except a 25% non-refundable but transferable deposit for future travel for any package deal within Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center
60 days or less prior to arrival	<u>No Refund</u>

The terms and conditions of our partner properties/tour operators and how they are applied remain at the partner's sole discretion.



Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center reserves the right to amend or withdraw the terms and conditions without prior notice.

Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center cannot be held responsible for delays caused by Acts of God, strikes, weather, family emergency, aircraft delays or other causes beyond its reasonable control. Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center will endeavor to provide all services as shown in the room / Package description, however all activities are subject to weather conditions and may be canceled, postponed or changed at the sole discretion of Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center. In case of force majeure such as flight cancellations or delays, travel disruptions, weather delays, natural disasters, pandemics, government restrictions or forces beyond its control, Mount Logan Expeditions Inc. o/a Mount Logan EcoLodge & Retreat Center is not liable to refund any monies paid.

We strongly suggest that all of our guests consider the purchase of travel insurance for protection against cancelation penalties.



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR
NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS
LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE
PARTICIPATION IN ACCOMMODATIONS AND WILDERNESS ACTIVITIES**

TO: MOUNT LOGAN EXPEDITIONS INC., operating as Mount Logan Ecolodge & Retreat Center, HIS MAJESTY THE KING IN RIGHT OF THE YUKON TERRITORY and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and all participants (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITIONS

In this Release Agreement, the term "Accommodations and Wilderness Activities" shall include all activities, all accommodations, multi-day camping or overnight stays in a lodge, cabins or the outdoors, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, and all outdoor recreation from the Releasees property which was not arranged, organized, or provided by the Releasee, and shall include but is not limited to: cross country skiing, snowmobiling, hiking/backpacking, helicopter-hiking, 4x4 wilderness tour, fishing/ice fishing, river rafting, canoeing, snowshoeing and any other forms of backcountry travel; rental or use of skis, bikes or other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowmobiles and motor vehicles, or horses; and other activities, events and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS



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I am aware that participation in Accommodations and Wilderness Activities involves many risks, including but not limited to; travel on extreme terrain, particularly high, exposed ridge tops, steep slopes, or where the trail or route is less defined and therefore rough or unstable; travel in areas where fallen timber, shrubbery, branches, rocks, roots or other obstacles or hazards may impede or hinder travel; travel on or through gravel or boulder fields, avalanche and landslide paths, snow fields and glaciers; travel across or beside creeks, streams, rivers, ponds and lakes; encounters with domestic and wild animals, sudden and unexpected changes or variations in the hiking terrain; collisions with motor vehicles and natural or man-made objects; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude, and lack of fitness. Participants may become lost or separated from their guide or party. Communication in the alpine or backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Alpine and back country weather conditions may be extreme and can change rapidly and without warning. Electrical and fire hazards, risk of the spread of fire, burns, exposure to wood-smoke, carbon monoxide exposure; extreme weather and temperature; damage to personal property or vehicles caused by weather, icy roads, or objects; use of tools including axe for wood cutting; negligence of other persons; the use of drugs and alcohol; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; negligent first aid or medical treatment; negligence of other persons, including other guests; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF ACCOMMODATIONS AND WILDERNESS ACTIVITIES.

NOTICE TO SNOWMOBILERS - INCREASED RISK

I am aware that Snowmobiling involves many inherent risks, dangers and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the snow surface; variable and difficult snow conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams, creeks and holes in the snowpack above stream or creeks; cliffs; crevasses; winter travel on back-country roads; snowcat roads, road-banks and cut-banks; impact or collision with other snowmobiles and vehicles,



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becoming lost or separated from the guides or other participants; mechanical failure of snowmobiles and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including bears, and frostbite and hypothermia.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ACCOMMODATIONS AND WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

*RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
In consideration of THE RELEASEES allowing me to participate in Accommodations and Wilderness Activities, I hereby agree as follows:*

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Accommodations and Wilderness Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ACCOMMODATIONS AND WILDERNESS ACTIVITIES.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Accommodations and Wilderness Activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;



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4. *This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Yukon and no other jurisdiction; and*

5. *Any litigation involving the parties to this Release Agreement shall be brought solely within the Yukon and shall be within the exclusive jurisdiction of the Courts of that territory.*

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Accommodations and Wilderness Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ACCOMMODATIONS AND WILDERNESS ACTIVITIES.