

The responsibility of Ski the Rockies, Inc. (hereinafter referred to as STR) and/or its agents are limited. STR acts only as an agent for clients in regard to travel and assumes no liability for injury, damage, loss, accident, delay or irregularity which may be occasional either by reason of defect, through acts of defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tours, or direct or indirect acts of God, fire, breakdown in machinery or equipment, riots, strikes or from any causes beyond the control of STR. Tour Services including lift tickets, transportation, room or lodging accommodations are furnished by independent contractors (suppliers) and do not act for or on behalf of STR. The acceptance of tour arrangements is deemed to be a consent to the above. STR is not liable or responsible in any way whatsoever for any act, error, or omission or for inconvenience, loss, damage, injury or death arriving out of tour arrangements.

In the event of inclement weather or other causes or events beyond the control of STR which results in delays, it shall not be the responsibility of STR to pay for resulting costs and expenses, including, but not limited to, additional lodging expense, additional meal(s) expense, or other similar expenses.

RESERVATIONS & PAYMENTS:

An initial deposit will be required no later than 4 days after verbal confirmation in order to secure space on a trip. Deposit amounts will vary depending on package selected. Lodging suppliers during peak or holiday times may require higher deposits; these will be confirmed to you at time of reservation. Additional amounts may also be necessary in order to obtain specific airfares; these will also be confirmed at time of reservation. Upon receipt of deposit, a confirmation of receipt and final payment date will be sent to you.

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CANCELLATIONS:

For purposes of this agreement, "air cost" is defined as all air transportation included in a reservation, and "land cost" is any and all other tour components, including but not limited to lodging, lift tickets, ground transportation, and other services. All cancellations must be received by our office in writing or fax. All cancellations will be assessed a \$50 per person fee plus any non-recoverable air and land costs. **Regardless of original payment method, all refunds will be made by company check and handling fees may apply.**

STR does not purport to guarantee snow conditions at any resort at any time nor will any refund be made should the passenger cancel the agreement with STR due to snow conditions, although a minority of resorts will provide partial refunds or credits for inadequate snow. In this instance, STR will refund all monies less non-recoverable costs and expenses plus the \$50 per person handling fee.

CHANGES / LAST MINUTE BOOKINGS:

STR reserves the right to charge a reservation change fee of \$25-\$50 for each change made after the initial reservation. Bookings made within 30 days of departure will be charged a last minute booking fee of \$25-\$50.

PRICES:

Suppliers reserve the right to increase their prices without notice (ie. fuel surcharges or Passenger Facility Charges by an airline, change in lodging tax, etc.). Any increased costs will be passed to you.

NO REFUNDS FOR UNUSED SERVICES:

Refunds or allowances will not be made for transportation, accommodations, lift tickets, services, or other portions of the tour which are unused on or after the tour departure date.

TRAVEL INSURANCE:

For a nominal fee, STR can provide you with a wide range of travel insurance to help protect you against unforeseen circumstances. You will receive a brochure with your trip confirmation explaining program benefits, service limits, and coverage costs (including restrictions, limitations, and exclusions). **YOU ARE STRONGLY ENCOURAGED TO CONSIDER THE PURCHASE OF TRAVEL INSURANCE TO PROTECT THE VALUE OF YOUR VACATION INVESTMENT.**

AIR TRANSPORTATION:

All flights booked are subject to schedule changes by the airline, and are not at the control of STR. Should your air travel schedule be changed by an airline, STR will make every effort to accommodate your party on the next most convenient flight. STR will attempt to accommodate your requested seat preference, but does not guarantee seat assignments.

CAR RENTALS:

Each car rental day is counted for a 24-hour period starting from the time you pick-up your rental vehicle. You will be charged a late fee or an extra day fee for late returns. There is no refund for early return. Car rental prices do not include: collision damage waiver, airport fees, insurance of any type, gasoline, taxes, or extended days beyond rental period. These charges must be

paid by you directly to the car rental company. Generally, the minimum age is 25 years for car rental, and a major credit card and valid driver license is required.

LODGING SECURITY DEPOSIT:

A security deposit may be required by some properties on check-in. Generally, a major credit card is required. Some properties require a signed damage waiver before releasing final check-in instructions.