

The Chilko Experience

ACKNOWLEDGEMENT OF RISK AND RELEASE

In connection with my booking a vacation trip at the Chilko Experience including any pre or post extensions I agree to the following:

Business Identity

Charly's Guest Ranch was incorporated in 2000. In 2012 it began doing business as The Chilko Experience. They are one and the same and will be referred to as "CE" in this document. A vacation booking at the CE will be referred to as simply "Trip".

Risks

I acknowledge that:

The CE is a remote wilderness lodge that offers adventure travel experience to guests. Guests are allow to participate in elective activities during their Trip that offer the opportunity for physical activity that can be demanding depending on the condition of the traveler and involve risk of serious personal injury including permanent disability and death from accident, illness or the negligence of other persons, including CE personnel, agents or independent contractors whose services are provided in connection with the Trip. Medical facilities are not easily accessible and may not be sophisticated. There are other risks associated with the Trip such as theft or loss of or damage to property. In addition some of the services provided in connection with the Trip are purchased from independent contractors over whom CE has no control.

Limitation of Liability and Release

I understand and have carefully considered the risks involved in taking a trip of this nature. I agree that the CE will not be responsible for and I assume all risk and accept full responsibility for any and all physical or mental injury including permanent disability and death, damages or loss to property even if caused or alleged to have been caused in whole or in part by the conduct, including the negligence, of the CE, or any of its employees, agents or independent contractors.

I further agree that I will not sue the CE, its employees, agents and independent contractors in respect of, and I hereby forever release and hold harmless the CE, its employees, agents and independent contractors from, any claims for physical injury, permanent disability or death or for damage to or loss of any property arising in connection with my participation in the Trip including any claims made against me as a result of any of my actions on the Trip.

Notwithstanding any of the above, if I have suffered any loss due to any reckless or fraudulent conduct on the part of the CE, its employees, agents or independent contractors, I retain the right to sue only the reckless or fraudulent party and not any other party in respect of that conduct.

I intend that this Acknowledgement of Risk and Release will apply to my Trip with the CE, which includes any pre-trip option or post-trip extension which I may enroll for at a later date.

I intend that this Acknowledgement of Risk and Release, will be binding upon my heirs, successors and legal personal representatives, and I agree that any claim or dispute arising out of or relating to this Acknowledgement of Risk and Release, the Trip, or my relationship with the CE will be resolved exclusively in the courts of the Province of British Columbia and will be governed exclusively by British Columbia law.

I have carefully read the above Acknowledgement of Risk and Release. I understand that I have given up substantial rights and potential remedies by signing it and I nevertheless sign it voluntarily and knowingly.

Participant (please print)

Signature (Guardian must sign for participant under 18)

Date

CANCELLATION & DEPOSIT POLICIES DISCLAIMER

A deposit is at the time of reservation; balance is due 90 days prior to your trip. For trips departing within 90 days, full payment is due at the time of reservation. If you find it necessary to cancel your trip, after calling our office, please notify us in writing as soon as possible. Please see the cancellation fee schedule below. All policies will be enforced.

Although it is unexpected, it is possible that a force majeure event could occur such as forest fires that could make it impossible for the Chilko Experience to offer the trip as originally promised. In this case we will refund your entire trip fee, but the Chilko Experience is not responsible for additional expenses incurred by guests in preparing for the trip (e.g., non-refundable, advance purchase air tickets, equipment, medical expenses, etc). We regret we cannot make exceptions for personal emergencies. For this reason, we strongly urge you to investigate trip insurance (see below).

Date of cancellation

90 days or more prior to your trip

89 days or less prior to your trip

Cancellation Fee

forfeit deposit

Full Fare*

I certify that I have read, and understand, the above deposit/payment/cancellation policies.

Signature

Date

TRAVELERS' INSURANCE

Based upon our years of experience with unexpected passenger cancellations, The Chilko Experience strongly recommends the purchase of short-term travelers' insurance policy. This is not a trip requirement, only a suggestion. There are numerous sources for this coverage and it is up to the individual to seek and purchase a policy that best fits their needs.

I have read this statement and understand it is my responsibility to purchase or decline the travelers' insurance policy. I verify this by placing my initials here: