



International Trip Terms and Conditions

(updated July, 2023)

1. Booking

(a) Big Sky Backcountry Guides (BSBG henceforth) will provide you with written confirmation by email of your reservation upon the receipt of a 50% deposit and a signed Release and Indemnity form.

(b) By making a trip deposit, you agree to ALL of the following stipulations outlined in the Terms and Conditions below.

2. Suitability

By making a deposit, the Client (the Guest) agrees to the following:

- That they are in sound physical fitness and capable of operating (skiing, riding or hiking). You will sign a disclaimer saying that you have the physical fitness to undertake these activities.
- If your medical or physical fitness changes before or during the trip, then you must notify us immediately in writing.
- You must be familiar with the use and operation of all of your gear, prior to the commencement of your trip. Ski and snowboard boots should already be broken in and not the cause of any blisters or other discomfort.
- You must carry your own (basic) first aid kit and spare parts for your skis or snowboards.
- BSBG does not guarantee complete compatibility of all group members. While we try our best to match people of similar abilities in our groups, we cannot guarantee the compatibility of all group members.
- If a guide gets sick or injured (circumstances beyond our control) and cannot continue the trip, then no refund will be offered for any time spent without a guide or if the trip has to be cancelled or altered in any form. You must have travel insurance to cover yourself for any losses.
- You will be asked to sign a liability release form that indemnifies BSBG from the obvious risks of riding in avalanche terrain.

3. Travel Insurance

- Travel insurance is mandatory for all Clients. You must purchase your travel insurance as soon as you have paid your deposit.

- Clients must have travel insurance that covers them for TRIP CANCELLATION (sometimes called "Cancel for Any Reason" Insurance).

- Clients might need to be tested for COVID prior to departure for their destination. If you receive a positive result and cannot travel to the destination, then you would not be entitled to any refund. You must have travel insurance to cover you for any loss.

- Clients might need to be tested for COVID prior to departure to their home country. If this is the case, you should have insurance that covers you for any additional costs if you are delayed return back to your home country if you receive a positive test result.

- Clients must have comprehensive travel insurance with a high level of cover for (but not limited to): off-piste skiing (if necessary); all medical costs; emergency evacuation; search and rescue costs (the guest is responsible for any additional search and rescue costs); trip delay or cancellation; loss or delay of baggage; stolen or missing equipment.

4. Media Release

(a) The Client agrees:

- That they give BSBG permission to use all media obtained during the trip that might feature the Client.
- This media could include (but is not limited to): photographs of the Client; videos of the Client; written accounts featuring the Client; for use in BSBG marketing.
- This media could be used on (but not limited to): the BSBG website; BSBG Instagram posts; BSBG Facebook posts; BSBG blog (both website blog and non-website blogs) and other social media posts.

(b) The Client has the right to refuse inclusion in any marketing media as listed above, but IF they request to be excluded from said media, then it must be in writing, at least 2 weeks prior to commencement of the trip.

5. Payment Terms

(a) Deposit– The deposit for all trips is 50% of total cost. The deposit is strictly non-refundable and cannot be transferred to another trip without the express written consent of BSBG.

(b) Payment– Deposits and final balances paid by credit card will incur a 4% processing fee.

(d) Due date. A 50% deposit is required at time of booking. The trip balance is due Dec 1st, 2022.

(e) Prices– all prices quoted are in \$USD.

6. Pricing

(a) Changes to pricing: BSBG reserves the right to make changes to pricing prior to departure for your trip, at any time. Prices are not guaranteed therefore until final payment of all monies owed has been made by all group members.

(b) Reasons for pricing change: BSBG reserves the right to change pricing at any time (but are not limited to) due to fluctuations in local currency, increased local or government costs and other unforeseen reasons. Prices can also change due to fluctuations in group participants. Any changes to the cost will be given to you in writing and you will have 2 weeks to make any additional payments.

(c) Exclusions from pricing: each trip has its own separate inclusions and exclusions. They are listed on the website and in the program information sheet for each trip. It is your responsibility to read and understand the individual exclusions that you are required to pay at your own expense.

7. Cancellation Policy

(a) **Cancellation by the Client:**

- You may cancel your trip at any time prior to the earliest departure of the guide(s) by providing written notice to BSBG.
- If you cancel your trip at any stage the deposit is non-refundable.
- If you cancel your trip more than 120 days prior to the earliest departure of the guide(s), then you will be entitled to a full refund minus the deposit.
- Should you cancel your trip 90 days or less before departure, you will be entitled to a refund of all moneys paid (less the deposit) SUBJECT TO BSBG FINDING A REPLACEMENT GUEST. In the event a replacement guest is

NOT found, the ENTIRE price paid by you will be forfeited. Guests MUST have travel insurance that covers trip cancellation, to protect themselves from any loss.

- Should you cancel your trip less than 60 days before the earliest departure of the guide(s) the entire price paid by you will be forfeited. Guests MUST have travel insurance that covers trip cancellation, to protect themselves from any loss.

(b) Cancellations by Big Sky Backcountry Guides:

Big Sky Backcountry Guides reserves the right to cancel your trip either prior to the earliest departure of the guide(s) or during the trip for reasons including (but not limited to):

(i) Prior to earliest departure of the guide(s):

- A change in your medical condition or fitness.

- Your failure to disclose details of your medical condition or fitness prior to departure.

- In the event that insufficient guests are booked on the trip.

- In the case of termination PRIOR to the earliest departure of the guide(s), BSBG shall refund the price (MINUS the deposit) within fourteen (14) days of written notification by BSBG of the cancellation. Guests MUST have travel insurance that covers trip cancellation, to protect themselves from any loss.

(ii) During the trip:

- Should you fail to comply with the directions of BSBG staff or their agents;

- Should BSBG determine that you should not participate any further.

- In the event of termination during the trip the entire price paid by you will be forfeited. Guests MUST have travel insurance that covers trip cancellation, to protect themselves from any loss.

8. Alterations to the Trip

Alterations to your trip

(a) BSBG reserves the right to alter your trip including but not limited to dates and routes, including early termination or finalization of your trip in respect to any trip which you have been accepted as an applicant.

(b) Factors such as government travel warnings, war, hazardous weather conditions, dangerous militant or terrorist activity, natural disasters (included but not limited to: volcanic activity, earthquakes, tsunamis, hurricanes) and/or other events occurring which cause serious risks to you or other guests may give rise to modification, postponement or delay of your trip.

(c) In the case that the dates of a trip are postponed or delayed by BSBG and you are not able to participate as a result of this change, you will be entitled to a refund of the price (less the deposit) within fourteen (14) days of you advising BSBG in writing.

(d) Should your trip be terminated or finalized early, you acknowledge that you will not be entitled to any compensation or refund of the price from BSBG.

9. Travel Logistics

- The trip starts and ends in Sapporo, Japan. Clients will be advised on when and where they need to be January 21st and 26th (beginning and end of trip), but BSBG is not responsible for making travel arrangements.

- Clients must coordinate with BSBG about their travel arrangements, to ensure that they arrive at the meeting point at a compatible time, for their group pickup (if included). Guests should not pay and confirm with their airline/travel agent, until BSBG has confirmed the travel arrangements of the Client.

- All travel arrangements to/from the meeting point, are the responsibility of the Client. BSBG cannot be held responsible for any delays or cancellations in flights or other forms of travel that might cause you to miss your scheduled pickup at the trip start/meeting point. Clients are responsible for any additional costs associated with travel to the accommodation if a scheduled pickup is missed. Your (mandatory) travel insurance should cover any of these additional costs.

10. Passports and Visas

- Clients will need to organize their own visas (if necessary). It is the responsibility of the guests to ensure that they have organized their own visa in the necessary timeframe or can obtain the necessary visa on arrival. Visas are not required for U.S. travellers in Japan.

- Clients are responsible for ensuring their passport is up to date and has the required space for visa, stamps, etc. BSBG cannot be held responsible for any delay, cancellation or costs associated with, problems with passports or visas.

11. Release and indemnity form

It is acknowledged that the terms of the Release and Indemnity Form that you have signed separately are to be incorporated within these General Terms and Conditions.