

TERMS of PARTICIPATION

1. GENERAL INFORMATION

Frances Lake Wilderness Lodge, herein called FLWL, is a business of „18628 YUKON INC.“, which is registered in Whitehorse, Yukon, Canada. The following regulations are a binding part of the contract between FLWL and the participant or the booking sales agency, respectively.

2. REGISTRATION / PAYMENT / CANCELLATION

With written confirmation from FLWL, a registration is binding for both parties. A non-refundable deposit of minimum 10% (min. \$100) of the trip fee is required to hold a reservation. Unless otherwise agreed, the balance is due 30 days prior to the start of the arrangement. Late payments (29 to 8 days prior to start of arrangement) are subject to a 10% surcharge. If FLWL doesn't receive payment at the latest 7 days prior to the start of the arrangement, FLWL considers the reservation as cancelled and released of any service provision. For bookings via a travel agency, FLWL will only provide the arranged service if the payment has been forwarded to FLWL in time. For credit card payments higher than \$200 a fee of 3.5% will be charged.

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|---------------------------|---|------------------|
| Cancellation Fees: | up to 60 days prior to start of arrangement | 10% (min. \$100) |
| | 59 to 30 days prior to start of arrangement | 25% |
| | 29 to 8 days prior to start of arrangement | 75% |
| | 7 to 0 days prior to start of arrangement | 100% |

The deadline is the day on which the written cancellation is received by FLWL.

3. CANCELLATION BY FLWL

FLWL reserves the right to cancel confirmed bookings due to circumstances on which FLWL has no influence on. For example inclement weather conditions or less than the specified minimum number of participants on a tour. In these cases FLWL will refund the amount already paid by the participant. Any other claims will be refused.

4. LIABILITY / INSURANCE

Activities like those organized by FLWL involve certain risks. Our activities take part in remote areas with poor communication and where rescue or medical assistance may not be available in reasonable time. Therefore extensive insurance coverage is essential and this is the sole responsibility of the participants. We also recommend proper travel insurance, which also covers cancellation and delays. With the registration the participant releases FLWL from any liability for loss of personal belongings and/or physical impairment. FLWL is not liable for non-performance of any arrangement, if this is the fault of the participant. FLWL is not liable for any neglect of a third party, which is part of the agreement.

5. VARIOUS

Entering Canada and meeting the immigration regulations is the responsibility of the participant. The participant must strictly follow the directions given by FLWL or their employees. Equipment, installations and gear of FLWL may be used only if agreed by and after receiving instructions from FLWL or its employees. Children and youth under age 19 must be under supervision of their parents or guardians at all times.

6. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

Every participant **MUST** sign a release of liability and waiver of claims form prior to the beginning of any arrangement with FLWL. No one may participate in any activity or lodge stay without submitting this separate document. The laws of the Yukon Territory govern this contract and any legal concerns will be handled in the competent and fair courts in Whitehorse, Yukon, Canada.