

Hidden Trails Booking Conditions

Your Contract

Your contract will be with Hidden Trails Ltd. These booking conditions form the sole contract between Hidden Trails Ltd. and the person signing the reservation form the "Traveler" (who must be over the age of 18) and shall be deemed to sign this form on behalf of all persons named therein. The person signing the booking form (which incorporates these booking conditions) warrants that he/she and all such persons are fully aware of and accept these conditions. If clients book by telephone, internet or fax they will be deemed to have read the booking conditions and are in agreement with them. This contract is subject to Canadian law with British Columbia Courts having exclusive jurisdiction.

Deposit payment

By making a reservation with Hidden Trails either by fax, mail or internet submission, you enter into a legally binding commitment with Hidden Trails, but your participation is not confirmed until Hidden Trails has received a signed booking form together with the correct payment and has signified its acceptance of the booking in writing. A deposit of 25% of the total balance (50% for group bookings of 7+) with a minimum of US \$ 350 per person is due at the time of booking (higher deposits are required for certain trips). The final balance is due 70 days prior to the departure date. If the booking is made within 70 days of departure the full amount is required at the time of booking. The deposit will be returned in the event of the booking not being accepted by Hidden Trails.

Payment of the balance

The deposit will be treated as part payment of the total amount due. After we have received the deposit you will receive a Final Invoice showing the total cost of your vacation and the balance you owe us. If the balance is not paid by 70 days prior to the date of departure Hidden Trails Ltd. shall have the right to cancel the booking without further notice, and cancellation charges as set out below will apply.

If you cancel your booking

If you find it necessary to cancel your booking, you must advise Hidden Trails Ltd. in writing, the letter being signed by the person who signed the original booking form. Cancellation charges, excluding insurance premiums, will be calculated as follows (period before departure date within which written notice of cancellation is received):
71 days or more: deposit (no refund)
70-61 days: 65% of total price or deposit if higher
under 61 days: 100 % of total balance
Insurance premiums will not be refundable. If cancellation falls within the terms of an insurance policy you may be able to claim for cancellation charges.

If you change your booking

If after acceptance of the booking you wish to alter the confirmed arrangements a fee of US \$125 per person for each change may be charged if such change is possible. If the alteration is less than 90 days prior to departure the cancellation charges shown above may be applied. Any changes to the original booking will not be effective until it is received and agreed in writing by Hidden Trails Ltd. Any additional costs imposed by our suppliers will also be charged.

If we change your vacation

When you have made your contract with Hidden Trails Ltd., we will use our best endeavors to ensure that none of the ingredients of your vacation arrangements have to be altered. However, as the arrangements are planned months in advance, sometimes changes may have to be made. In case of a significant change, you will be informed when you book or, if you have already booked, as soon as possible, if there is time before your departure. You may then a) accept the change, or b) book any other available trip from this brochure (where the price is less Hidden Trails Ltd. will pay you the difference, but where the price is more you will be expected to pay the difference) or c) cancel

your booking and receive a full refund of all moneys paid to Hidden Trails Ltd. In addition, you will receive a compensation as follows (except where the change is caused by Force Majeure, see below):

Compensation per person
before balance due date nil
2-8 weeks US \$ 20
less than 2 weeks US \$ 40

Should Hidden Trails Ltd. have to alter your arrangements after departure, we will make every effort to make suitable alternative arrangements. Where those arrangements are less expensive, you will be refunded the difference. Where they are more expensive, Hidden Trails Ltd. will bear the cost.

Force Majeure

Compensation payments do not apply where our contract with you cannot be carried out because of unusual and unforeseeable circumstances beyond the control of Hidden Trails Ltd. or its suppliers, the consequences of which could not have been avoided even with the exercise of all due care. Examples include war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flights by an airline, the alteration of the airline or aircraft type or other similar events beyond the control of Hidden Trails Ltd.

Cancellation of your vacation

Hidden Trails Ltd. acts only as agent on behalf of you, the Traveler, in order to obtain accommodations, transportation or other services. The tour may be cancelled at any time, even after you, the Traveler, have departed the USA or Canada, for reasons beyond the control of Hidden Trails Ltd. Hidden Trails shall have no responsibility for any such cancellation, except to refund that which has been paid to Hidden Trails Ltd. by you, the Traveler. Hidden Trails shall have no responsibility to you, the Traveler, for any inability to complete the tour by reason of travel restrictions, travel delays, quarantines, medical or customs regulations, delays or cancellations or changes in itinerary or schedules of carriers, or injury to or inability of Traveler. Hidden Trails Ltd. reserves the right to cancel, without any obligation to refund, make alternative arrangements, or pay compensation, where the customer fails to make payment (see "Payment of the balance") or otherwise the customer's behavior brings the vacation to an end.

Prices

Prices quoted in this brochure for trips outside the US are based on US exchange rates as of November 1, 2005. External factors beyond our control may affect vacation costs, e. g. exchange rates, transportation costs etc. Up to 30 days before departure date Hidden Trails Ltd. reserves the right to alter the price of any trip to take account of such changes. We will absorb a sum equal to 2 % of the tour cost excluding insurance premiums and amended charges should a surcharge be necessary. You will have to pay any sum in excess of this 2%, but if the surcharge results in an increase of more than 15% of the vacation cost, excluding insurance premiums and amended charges, you may cancel the booking within 10 days of notification of the surcharge and obtain a full refund.

Dealing with complaints fairly

In the event that you have a complaint about any of the vacation arrangements, you must tell the local suppliers at the time, or call Hidden Trails Ltd. (we will accept reverse charge calls, but may not be available on weekends) in order that we are given the opportunity to rectify the matter during your vacation. Failure to complain at the time or to us in this manner will result in the customer's ability to claim compensation from Hidden Trails Ltd. as it will be extinguished or at least reduced. In any event, any complaint about the trip must be made in writing to us not later than 28 days following the completion of the vacation.

Insurance

Riding horses and other adventure trips like those offered by Hidden Trails Ltd. is at all times a dangerous sport. Accidents can and do occur occasionally. Therefore, Hidden Trails Ltd. insists that you carry your own health, accident and liability insurance or agree in writing to assume responsibility for any injuries. Travel insurance is mandatory for all clients and clients are responsible for arranging their own insurance. Clients are responsible for ensuring that they are in possession of travel insurance with protection for the full duration of the vacation in respect of medical expenses, injury, death, repatriation, as well as cancellation and curtailment. Clients making their arrangements must ensure that there are no exclusion clauses limiting protection for the type of activities included in their vacation. Clients should be certain that any travel insurance arrangements, made through any agency or individuals, are sufficient for their requirements and should arrange supplementary insurance if necessary. If Hidden Trails makes the insurance arrangements for you initially, it is still your responsibility to check with the insurance company that you are adequately insured for the right time and amount. Hidden Trails only initiates the insurance and is in no way involved in the following contract.

Liability

Hidden Trails Ltd. does not carry liability insurance and cannot assume any responsibility for accidents whether caused by your fault, the horse, equipment, guide, or other persons on the trip. You ride and travel at your own risk. For most trips you will receive a "waiver of liability form" at the time of your booking (see Riding Tour Agreement on right hand page). Please be sure to read it carefully, sign it, and return it to Hidden Trails Ltd. no later than at the time of final payment. You may not start these rides or other trips unless this form has been returned to us. Changes may not be made to the liability form unless you receive prior authorization from us in writing. Hidden Trails Ltd. assumes no responsibility for actions or omissions by carriers, organizers, hotels, etc. Hidden Trails Ltd. assumes no responsibility for actions or omissions by any contractor or other persons. The Traveler agrees that Hidden Trails Ltd. in any case shall not be liable or responsible for death, personal injury, loss or damage of any nature to the Traveler or any personal property or baggage of the Traveler, or for any cause that directly or indirectly relates to the tour, including transportation arrangements to and from the tour, for any reason or cause whatsoever.

Documents

You must make separate arrangements for travel to and from the starting point of the tour. You must carry with you a valid passport, the necessary visa and vaccination papers. Any information from Hidden Trails regarding visas etc., are guidelines only. The traveler is responsible for all necessary visa, vaccinations and legal documentations.

Liability Release

By making a reservation with Hidden Trails, the Traveler agrees to all the terms of the Hidden Trails "Recreational Activity Release and Indemnity Agreement" (details on page 177 of this brochure). The traveler agrees to forward a signed copy of this release to Hidden Trails eight weeks before starting the trip. Failing to do so may result in cancellation.

Riding Ability

The Traveler(s) must disclose accurate information on their riding ability with their reservation. The Trek Master has full authority to exclude a rider from the trip for inability to ride according to the riding level indicated for the tour or behavior which endangers the other riders or horses. No refunds will be made under these circumstances.

Hidden Trails Ltd., 659A Moberly Road
Vancouver, BC Canada V5Z 4B3

Hidden Trails Reservation Form

MM/DD/YY

MM/DD/YY

Tour : _____ **Code #:** _____ **from:** _____ **to :** _____

The Travelers (Last Name, First Name)	Male Female	Single room / or tent	Birth Date MM/DD/YY	Height	Weight	Special diets	Beginner	Novice	Intermediate	Strong Intern.	Advanced	ride English	ride Western	mostly arena	mostly hacking
1.															
2.															
3.															
4.															

Special Diets: _____

Your fitness level: Excellent Moderate Poor How long have you been riding? _____

How often do you ride? _____ Have you been on other riding tours? No Yes last trip when? _____

If Hidden Trails offers a transfer from the local airport/station: I would like the transfer to be included: YES NO

In an emergency, name and phone number of contact: _____

Attention: Please, if there is more than one participant, all have to sign the reservation form - make copies if needed

With my signature I confirm my reservation of the listed program(s) under the Hidden Trails Booking Conditions. I'm aware, and I made all participants aware of the risk involved with these outdoor adventure activities. All participants have read and agree with the Hidden Trails *Booking Conditions* and the Hidden Trails *Recreational Activity Release and Indemnity Agreement* in this brochure or as listed on the Internet.

I (we) will sign and forward the *Recreational Activity Release and Indemnity Agreement* at least 10 weeks before trip starting date.

Last Name and First Name (The Traveler)

Street _____ **e-mail** _____

City _____ **State** _____ **Postal/Zip Code** _____

Phone (wk) _____ **(hm)** _____ **Cell** _____ **Fax** _____

Date _____ **Signature (mandatory)** ^{1.} _____

Please, charge a 25% deposit (minimum \$ 350 per person) now and full payment 10 weeks before the travel date to my credit card.

For payments by VISA Discover MC (no debit cards)

Cardholder: _____

Card # _____ 3 digit Security # _____

Exp.Date: _____ Signature: _____

Billing Address for Credit Card (if different than mailing address):

I have enclosed a check for the deposit

Additional Signatures:

2. _____

3. _____

4. _____

Travel Cancellation Insurance Credit Card required

Sign me (us) up initial _____

No, we will provide our own initial _____

Recreational Activity Release and Indemnity Agreement

Please read carefully, sign and return to
Hidden Trails Ltd. 659A Moberly Road.,
Vancouver, BC Canada V5Z 4B2
Ph.: 604-323-1141 FAX: 604-323-1148

This supercedes all previous Hidden Trails Ltd. agreements.

This RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT is voluntarily and knowingly entered into by (traveler's name):

_____, hereinafter **PARTICIPANT** and Hidden Trails Ltd., its owners, guides, employees, agents, volunteers, officers, and directors hereinafter collectively referred to as **PROVIDER**.

This document is a full release and indemnity agreement whereby PARTICIPANT is releasing and indemnifying PROVIDER from various inherent risks, known and unknown involving various recreational activities including, but not limited to, horses and horse-type activities and further releasing PROVIDER from PROVIDER'S negligence, if any, and, further releasing PROVIDER from any results of the inherent risks and PROVIDER'S negligence, such results including, but not limited to, property damage, bodily and personal injury, illness, paralysis, or death.

PARTICIPANT will be engaged in activities involving horses and other potentially dangerous recreational activities.

PARTICIPANT is informed and understands:

- 1) That there are significant risks and dangers involved with horses and horseback riding and that horses are powerful and potentially dangerous animals;
 - 2) That a horse may, at any time, without warning, and for no reason, jump up, forward, backward, or sideways;
 - 3) That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up, or step on feet or other body parts without warning;
 - 4) Horses become tired, stressed, cantankerous, and their behavior is unpredictable;
 - 5) A horse may trip, stumble, and/or fall down when being led, ridden, or otherwise attended to;
 - 6) That weather, terrain, other animals, and/or people and other PARTICIPANTS may adversely affect a horse's behavior;
 - 7) That these risks, and others, are inherent with horse and other activities which risks may not be anticipated, controlled, or eliminated by PROVIDER and, further, PROVIDER has no duty to do so;
 - 8) That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family;
 - 9) That PROVIDER and/or other people and PARTICIPANTS may, on occasion, be NEGLIGENT (NEGLIGENT meaning, generally, a failure to exercise ordinary or reasonable care) in their duties and responsibilities to PARTICIPANT and this NEGLIGENCE can cause property damage, bodily and personal injuries, illness, paralysis, and death to you or members of your family;
 - 10) That the horseback riding activities and other activities will sometimes be in wilderness, and otherwise remote areas and that bodily and personal injuries, illnesses, paralysis, and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical help or assistance. PROVIDER strongly recommends the use of a riding helmet which may minimize the risks of head and other injuries.
- For and in consideration of the monies paid, agreements contained in this document, and your participation in PROVIDER'S program, PARTICIPANT does hereby completely release, acquit, and forever release and discharge, PROVIDER, their successors, personal representatives, and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from, property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of

your family as a result of participation in PROVIDER'S program or in conjunction with recreational activities or PROVIDER'S NEGLIGENCE. This RELEASE includes, but is not limited to, all claims or causes of action whether based on a tort, contract, or any other theory of recovery, which the PARTICIPANT now has or which may hereafter accrue or may otherwise be acquired on account of or may in anyway grow out of any recreational activities including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to PARTICIPANT, or members of PARTICIPANT'S family, or any wrongful death claim or punitive damage or any other claim of PARTICIPANT'S representatives or heirs which have resulted or may result from the recreational activities, acts, omissions, or NEGLIGENCE of PROVIDER.

PARTICIPANT further stipulates and agrees in further consideration, to fully indemnify and hold forever harmless PROVIDER against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who has made, or agreed to make payments on PROVIDER'S behalf for any medical expenses or any other obligations incurred by PARTICIPANT as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to PARTICIPANT or any members of PARTICIPANT'S family arising out of PROVIDER'S activities. PARTICIPANT further agrees and stipulates to indemnify and hold forever harmless PROVIDER against loss from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who claims to have been damaged, or who asserts a claim as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to PARTICIPANT arising out of PROVIDER'S activities.

PARTICIPANT further stipulates and agrees to fully indemnify and hold forever harmless PROVIDER from any action, claim, demand, obligation, cause of action, damages, costs, loss of services, expenses, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from property damage, bodily and personal injury, illness, paralysis, and/or death to any person, including minors and incompetents, over whom and for whom PARTICIPANT has custody, control, and/or other legal responsibilities.

PARTICIPANT acknowledges and agrees that PARTICIPANT'S participation in PROVIDER'S recreational activities and riding program is completely voluntary and PARTICIPANT acknowledges all risks, known and unknown, accepts all risks, known and unknown, and assumes full responsibility for all risks, known and unknown, including, but not necessarily limited to, those risks identified in this RELEASE and acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to PARTICIPANT and/or members of PARTICIPANT'S family. Further, PARTICIPANT represents:

- 1) PARTICIPANT has completely and fully read this document as well as the Hidden Trails Booking Conditions, agrees to its terms, has been given ample opportunity to seek legal counsel to review and advise PARTICIPANT as to the legal effect of this RELEASE and has been provided additional opportunities to ask questions and make inquiries of PROVIDER regarding this RELEASE;
- 2) PARTICIPANT warrants and represents he/she has no medical problems which might interfere with PARTICIPANT'S participation in PROVIDER'S program;
- 3) PARTICIPANT is voluntarily participating in the recreational and horse activities with full knowledge of the activities and the risks involved;
- 4) PARTICIPANT accepts and assumes the risks and legal responsibilities for any and all injuries and damages which may result from those risks associated with participation in recreational or horseback riding activities;
- 5) PARTICIPANT warrants and represents that he/she can fulfill any physical requirements involved with recreational and horse activities;

6) PARTICIPANT understands that the presence of PROVIDER'S personnel is no assurance of PARTICIPANT'S safety or lessens any risks assumed by PARTICIPANT;

7) PARTICIPANT warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself or others.

PARTICIPANT also agrees to the HIDDEN TRAILS BOOKING CONDITIONS in its entirety.

It is agreed that this RELEASE and its provisions shall be governed by the law of British Columbia, a Province of Canada.

This RELEASE shall not be canceled, modified, or changed in any manner except by the written agreement of both PROVIDER and PARTICIPANT. The invalidity of any portion of this RELEASE shall not affect the validity of the remaining RELEASE.

THE UNDERSIGNED PARTICIPANT(S) HAS (HAVE) READ AND FULLY UNDERSTAND(S) THIS RELEASE WHICH MUST BE COMPLETELY SIGNED AS INDICATED AND RETURNED BEFORE YOUR ARRIVAL.

Trip Name _____

Date of trip _____

Accepted and agreed to:

1. Traveler
print _____

signature _____

2. Traveler
print _____

signature _____

3. Traveler
print _____

signature _____

4. Traveler
print _____

signature _____

Date _____

For Participants Who Are Under 18 Years of Age I hereby assume full responsibility for all expenses and liabilities of the above named participant(s) in this riding tour, I agree to hold Hidden Trails, Ltd. and their associates harmless from any liability or claims on behalf of that participant, and authorize the use of appropriate medical treatment for participation in the event of injury.

Parent/Guardian
print _____

signature _____

Date _____