

**2024 Arizona Snowbowl Passholder Ski Trip**  
**Valle Nevado Ski Resort**  
**Santiago, Chile**

**Terms and Conditions**

**INTRODUCTION**

Arizona Snowbowl Resort Limited Partnership ("AZSB") and Valle Nevado, S.A. ("Valle Nevado") (collectively the "TOUR PROVIDER") are arranging your group travel to the Valle Nevado Ski Resort located near Santiago, Chile. AZSB is located at 9300 N Snow Bowl Rd, Flagstaff, AZ 86001. The contact information for AZSB is: Telephone Number (928) 447-9928, Email address: [groupsales@snowbowl.ski](mailto:groupsales@snowbowl.ski). As your tour guide, TOUR PROVIDER has the goal of making your travel smooth and successful. Some administrative work is involved for both of us, and we strive to make the process clear and informed.

**1. AGREEMENT**

As used in this agreement, the terms "you" and "your" shall mean the traveling passenger(s) and their companion(s) who purchased a travel package from TOUR PROVIDER (collectively "Tour Participants"). This document includes the terms and conditions (hereinafter the "Terms and Conditions") governing the agreement between you and TOUR PROVIDER and explains the steps which help us to manage your travel arrangements efficiently. By confirming and reserving a travel package with TOUR PROVIDER you are entering into an agreement with TOUR PROVIDER and you understand and accept all of the Terms and Conditions. In consideration of your payment to purchase travel from TOUR PROVIDER, you acknowledge that you have received, read and agree to the Terms and Conditions set forth herein and in all travel documents issued or provided by TOUR PROVIDER in connection with the travel package you are purchasing. You agree that any violation of any such Terms and Conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel related product or service.

The agreement between you and TOUR PROVIDER consists of the following:

- a. Your Confirmation/Reservation;
- b. The Terms and Conditions and provisions set forth in this agreement;
- c. The 2024/2025 Power Pass terms, conditions, warning, assumption of risk, full release of liability and indemnification; and
- d. All documents issued by TOUR PROVIDER as part of the travel package (collectively the "Agreement").

**2. SPECIAL TRIP REQUIREMENTS**

- a. **Power Pass Purchase.** To be eligible for the trip, all Tour Participants must purchase a 2024/2025 Power Pass or Power Pass Select Season Pass prior to July 29, 2024. All 2024/2025 Power Passes will go on sale in March of 2024. Failure to obtain an eligible Power Pass may result in cancellation of your trip, including forfeiture of your non-refundable deposit and final payment.
- b. **Passport.** All Tour Participants must have a passport which is valid for a minimum of 6 months after the date of entry into Chile.
- c. **Age Minimum.** All Tour Participants must be 13 years of age or older. Any Tour Participants under the age of 18 years of age must be accompanied by an adult.

- d. **Ski and Snowboard Equipment.** Tour Participants are welcome to bring their own skis, snowboards, and/or boots to Valle Nevado. Tour Participants are responsible for complying with airline baggage policies and any applicable baggage fees. Alternatively, Tour Participants may rent equipment through Valle Nevado at their own cost. Tour Participant shall confirm their ski and snowboard equipment plans to TOUR PROVIDER no later than sixty (60) days prior to departure.

### 3. DEPOSITS AND PAYMENTS

- a. **Non-Refundable Deposit:** 30% of total cost of the travel package is due by **March 10th**.
- b. **Non-Refundable Final Payment:** The remaining balance is due no later than **March 30th**. It is important that your payments are received in our office no later than the stated due dates. If payments are late or not sent, we may have difficulty in retaining your travel reservations and pricing, and additional charges may apply for increases in travel costs or the travel arrangements may be cancelled due to non-payment. Time is of the essence for all of your obligations under this agreement. Your tickets, vouchers, and travel documents will be provided to you after full payment has been received.

### 4. TRAVEL CANCELLATION AND TRAVEL INSURANCE

Group travel planning takes extensive time and research, and TOUR PROVIDER is required to pay all suppliers well in advance of travel. **Once your final payment has been accepted, it cannot be cancelled, and all deposits and final payments are NON-REFUNDABLE.** All reservations and tickets are non-transferrable and must be used by the original purchase.

**Due to the non-refundable terms, TOUR PROVIDER highly recommends that you purchase comprehensive TRIP CANCELLATION AND INTERRUPTION INSURANCE from a company of your choosing. Comprehensive travel insurance should cover trip interruption and cancellation, baggage, medical, accident/life, evacuation, repatriation and other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to you. The purchase of this insurance is not required to purchase a trip from TOUR PROVIDER, but it is highly recommended.**

### 5. TRAVEL DOCUMENTS

You are responsible for the correctness and validity of your travel documents and that you meet health requirements. We regret that you must pay any additional costs which may occur if these requirements are not met. The following information was correct at the date of preparation but may change. Prior to departure, you should check with the consular representatives of the countries to be visited.

**Passports:** A valid U.S passport is required for traveling outside of the U.S., including to Canada & Mexico. **All tour participants must have a passport which is valid for a minimum of 6 months after the date of entry into Chile.** For example, if you are traveling to Chile in August of 2024, your passport must be valid through February of 2025. If your passport is about to expire, it is recommended that you renew your passport six (6) months before your passport expires. This should give you enough time to apply for a U.S. passport with the passport office. If you are not a US citizen or holds a non-US passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Tour Participants voluntarily assume full & sole responsibility for any and all risks and/or costs involved with failure to comply with passport and visa requirements.

**Booking Accuracy and Legal Names:** Tour Participants are required to immediately review all aspects of their booking to verify (but not limited to): all travelers' names, mailing address, email

address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify us immediately if any omissions and/or corrections are needed regarding the booking details. Tour Participants voluntarily assume full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Tour Participants are required to verify the accuracy of every traveler's LEGAL first, middle, and last names. It is mandatory that traveler names be identical to the LEGAL first, middle, and last names and identical to the names as they appear on booking and travel documents.

## **6. HEALTH and SAFETY RISKS**

You acknowledge that travel, especially to foreign and remote destinations, may involve some risk to your health and safety. The degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates. There may be a significant degree of personal risk involved in participating in physical and/or high-risk activities or traveling to high altitudes, remote locations, or countries with developing infrastructure. Standards of hygiene, accommodation, and transport in certain destinations we visit are often lower than the standards you may expect in your home country, and there may be a risk of food poisoning, disease, or injury.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your tour, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. TOUR PROVIDER will communicate requests to suppliers, but cannot be responsible if ADA accommodations are not available. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

By booking with us, you acknowledge that you have considered the potential risks, dangers and challenges, and your own personal capabilities and needs, and you assume responsibility for all such risks. You agree to take all prudent measures in relation to your own safety while traveling, including but not limited to the proper use of safety devices (including seatbelts, harnesses, flotation devices, and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Absent any negligence on our part, our representatives will not be held liable for any claims or causes of action arising from any losses, damages, injuries, or death resulting from failure to comply with safety instructions or warnings or the risks inherent in travel and participating in adventurous activities included in our itineraries or otherwise offered by us or our representatives.

## **7. CHANGES IN TRAVEL ARRANGEMENTS**

In an effort to keep our prices as low as possible, the travel arrangements we provide often include the use of special airfares which are not available to the general public, and which may have different restrictions than normally published fares. TOUR PROVIDER often selects airfares which require advance purchase of tickets which similarly have additional restrictions and are non-refundable. Consequently, after reservations are confirmed, and even before the ticket is issued, changes to your air tickets usually involve penalties, which may equal the entire value of the ticket. In all cases, TOUR PROVIDER and you must abide by the airline restrictions and penalties. Please note, that once the ticket is issued, it is non-changeable and non-refundable. TOUR PROVIDER regrets that it is not able to provide a refund for any component of an inclusive travel package that you may not use, nor are we able to change air tickets. TOUR PROVIDER is not responsible for any missed transfers due to the late arrival of your flight or for any other reason. If, for any reason, you do not arrive on the designated flight, you must arrange transfers to at your destination at your own expense. Tour Participant agrees to adhere to all airline rules and regulations, including baggage limits and fees.

## **8. THIRD-PARTY TRAVEL SUPPLIERS**

TOUR PROVIDER arranges your travel program. We do not supply the travel service components in the program; these are provided by various Providers such as airlines, bus companies, and hotels, which have been identified in your travel documents. TOUR PROVIDER selects Providers which are believed to be reliable. However, each Provider is an independent company with its own management. TOUR PROVIDER does not control the operations of the Providers and is not responsible for their actions. If you have a mishap, loss or inconvenience with a Provider, you must make a claim with that provider directly.

#### **9. TRAVEL COMPANIONS:**

When you submit a reservation request for your travel companions, you acknowledge that and confirm that you have provided the Agreement and Terms and Conditions, together with all other travel related documents to every Tour Participant, advised them of their obligation to the Agreement and Terms and Conditions, and that you are authorized to sign on their behalf. Every travel companion must abide by and is subject to these Terms and Conditions as if he/she signed this agreement personally.

#### **10. CANCELLATIONS OR MODIFICATION**

TOUR PROVIDER reserve the right to cancel, alter or modify any tour without prior notice for any reason, including but not limited to for the safety and/or comfort of clients, insufficient enrollment, and for circumstances of Force Majeure, which is defined in this agreement below. This includes the right to replace or substitute guides and accommodations in the tour materials, modify the order in which places are to visited, and make other changes in the itinerary. You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors. If, prior to departure, we make a significant change because of a problem with a supplier (e.g., bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives. If we must cancel due to insufficient tour enrollment, all trip members will be notified a minimum of 60 days before the trip departs and will receive a full refund of payments made to TOUR PROVIDER.

#### **11. TRAVEL RISKS and OTHER PROVISIONS:**

**Travel Risks:** Travel involves risk and you voluntarily accept the risk. You agree that TOUR PROVIDER is not responsible for any injuries or damages which may occur during your travel.

**Winter Sport Risks:** Winter sports are inherently hazardous activities and involve a risk of injury. You voluntarily accept these risks personally. You agree that TOUR PROVIDER is not responsible for any injuries or damages relating to your participation in winter sports activities. Tour Participant agrees to all rules, regulations, waivers, assumptions of risk and other regulations which are applicable to the Power Pass ski pass and Valle Nevado Ski Resort.

**Local Laws and Rules:** During travel, you must always comply with the laws and regulations of all places visited. Each traveler is expected to act responsibly and adhere to all behavior guidelines established by TOUR PROVIDER and our local suppliers. TOUR PROVIDER is not responsible for any injuries or damage if traveler leaves the TOUR PROVIDER or suppliers' itinerary or accommodations without consent. Committing any illegal act may result in your removal from a tour and put you at risk of fines or punishment by local authorities, for which we cannot be held responsible.

**TOUR PROVIDER Staff:** During your trip, when a member of TOUR PROVIDER's staff accompanies or meets you, the staff person's responsibility is limited to verifying that the travel components are carried out by the independent hotels and transfer companies under contract with TOUR PROVIDER. At times, a TOUR PROVIDER staff member may participate in winter sports or other activity with you.

The staff person does so as an additional group participant and not as an instructor or guide. You acknowledge and agree that if a staff person engages in any activity, selects terrain, or otherwise makes any decision regarding an activity, that this action does not indicate that said terrain or activity is suitable for you. You are responsible for your own actions and decisions when engaging in any activity or terrain and will exercise your own judgment based on your physical ability, weather and general conditions, and the nature of the activity.

**Satisfaction with Travel Experience:** TOUR PROVIDER uses its best efforts to ensure that your travel expectations are achieved. However, you agree that TOUR PROVIDER is not responsible for any lack of satisfaction in your travel experience.

**Photography:** Tour Provider may use photographs and / or video taken on tour by fellow guests, your TOUR PROVIDER, supplier or professional photographers for use in print, internet and other promotional purposes. If you prefer that your image not be used in any marketing activities, please notify your TOUR PROVIDER at the start of your travel.

**Unexpected Events or Conditions:** TOUR PROVIDER expects to provide your travel arrangements as proposed and you accepted. However, by the nature of the travel experience, unexpected inconveniences, inclement weather and changes sometimes occur that are out of TOUR PROVIDER' control. In this tumultuous world, external factors beyond TOUR PROVIDER' control may affect your travel arrangements. These factors include, among other things: force majeure, disasters, weather conditions, flight or road conditions, changes in law or regulations, currency valuations and restrictions, strike, mechanical failures, political events, and so on. In the event of such an occurrence, TOUR PROVIDER may have to change travel reservations, prices, and schedules, or even cancel or terminate the travel. TOUR PROVIDER will take such action as is necessary or reasonably appropriate to address the circumstance. Such situations can cause delays resulting in additional expenses, or other consequences. You understand and acknowledge that TOUR PROVIDER is not responsible for these situations and any delay, expense, loss or inconvenience you may experience and that a refund will not be issued.

**If a Problem Arises:** Every one of our staff members is committed to guest satisfaction and has the responsibility to resolve a problem associated with your travel package. Please bring any problem to the attention of our staff member by notifying TOUR PROVIDER immediately in writing if at all possible, at the moment any problems arise prior to departure or during your trip; at [groupsales@snowbowl.ski](mailto:groupsales@snowbowl.ski). This will afford us all the opportunity to solve any and all issues, as they occur. If you are not satisfied with the response, please discuss the matter with our supervisor or manager. But without this formal written notification, our options to help resolve any all issues; will be severely limited; and may result in the forfeiture of your right to a refund. If any issues arise post-travel; please advise the TOUR PROVIDER in writing within thirty days of any problem which you feel was not resolved in a satisfactory manner.

**Venue:** You understand and agree that this agreement for travel services is deemed to have been executed in Flagstaff, Arizona and that all of its terms and provisions shall be governed and construed solely by the laws of the State of Arizona. You further understand and agree that TOUR PROVIDER provides travel arrangement for customers in various states which could result in a multiplicity of dispute venues which would be unfair, cumbersome and expensive for TOUR PROVIDER to pursue. Accordingly, you agree that venue for any disputes, litigation, arbitration, or mediation arising out of this agreement must be brought or conducted solely in Coconino County, Arizona, and that any action taken outside of Coconino County, Arizona shall not be enforceable against TOUR PROVIDER.

**Invalid Provisions.** In the event any term or provision of this agreement is determined by appropriate

judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this agreement shall be construed to be in full force and effect.

**Entire Agreement.** This agreement constitutes the entire agreement between you and TOUR PROVIDER. There are no other agreements, representations, or warranties other than as set forth herein and all prior negotiations, agreements, and representations are merged into this agreement. This agreement may not be changed, altered, or modified except by an instrument in writing signed by you and TOUR PROVIDER.

**Force Majeure.** TOUR PROVIDER will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond our reasonable control, including without limitation acts of nature, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If we and any of our suppliers are affected by Force Majeure, we and our suppliers shall be entitled to, and may in our sole discretion, vary or cancel any itinerary or arrangement in relation to the tour, and choose to offer future travel credits or no refunds of money paid. Regarding civil unrest, once we have investigated the prevailing situation, as we deem fit, it shall remain in our sole and absolute discretion whether to proceed with the tour.

**Limitation of Liability.** In recognition of the relative risks and benefits associated with this agreement and the cost of the travel package to both you and TOUR PROVIDER, the risks have been allocated such that you agree, to the fullest extent permitted by law, to limit the liability of TOUR PROVIDER, whether arising from breach of contract, negligence, common or statutory law, or other theory of recovery, or claims and expenses from any cause or causes, including attorney fees and costs and expert witness fees and costs, so that the total aggregate liability of TOUR PROVIDER shall not exceed \$2,500.00 or total price paid to TOUR PROVIDER for the travel package, whichever amount is greater. It is intended that this limitation of liability apply to any and all liability or cause of action however alleged or arising, unless prohibited by law, including, but not limited to, negligence, breach of contract, or any other claim whether in tort, contract or equity.