Booking Conditions & Policies 2028

Prior to heli-skiing all participants will be required to sign a "Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement".

Payment Policy

Quotes are valid for one week from the date of issue. All deposits are due at the time of booking to confirm the reservation and are entirely NON-REFUNDABLE:

Single Group Packages - Tyax Lodge & Heliskiing (Tyax) requires a $3,000 deposit per person.

Private Group & Platinum Packages - Tyax requires a 20% deposit of the total package price.

The full balance of all our packages is due 90 days prior to arrival; reservations booked within the 90-day period will be due in full at the time of booking. All final payments are NON-REFUNDABLE. Reservations that have not been paid in full by the due date may be cancelled without notice to the guest, and the deposit will be retained by Tyax.

Rates are subject to 5% Goods and Services Tax (GST), and in some instances 7-8% Provincial Sales Tax (PST), and 3% Municipal & Regional District Tax (MRDT) as currently set by the Federal Government of Canada and the Provincial Government of British Columbia.

All payments must be made in Canadian Dollars (CAD). When paying with currencies other than Canadian funds, the exchange rate on the day of deposit will be used, and is dependent on the issuing bank of the client. Reservation payments can be made by Bank Wire, Amex, Visa, or MasterCard. Payments over $15,000 made by credit card will be subject to a 2% commission fee.

Cancellation Policy

1. If it becomes necessary to cancel a reservation, written notification of the cancellation is required. Cancellation must be confirmed, also in writing, by Tyax.
2. The guest is held responsible for the full payment of the reservation should there be no written confirmation of cancellation.
3. **Tyax reserves the right to cancel any package at any time; full refunds will be given if this is the case.**
4. Cancellations made with more than 90 days remaining prior to the package commencement date will be refunded less their initial deposit.
5. Cancellations made less than 90 days prior to the package commencement date will receive NO REFUND. If the cancelled reservation can be re-sold to another guest that assumes the same contractual obligations, and only if the cancelled space is still available, a change of reservation fee of $500 will apply.
6. The cancellation of pre and post accommodation is non-refundable within 35 days.
7. The cancellation of additional helicopter time and private transfers is non-refundable within 30 days.

Refund Policy

No refund is given for any unused portion of your package due to injury, illness, poor physical fitness or skiing ability. There is no refund if you choose not to participate in an activity or return to the lodge early. Refunds given due to inclement weather or mechanical breakdown will be according to the vertical guarantee of the package. Tyax reserves the right to cancel any package at any time; full refunds will be given if this is the case.

Transfer Policy

All Single & Private Group Packages include a combination of land and air transfers for inbound and outbound travel. Platinum Packages include air transfers for inbound and outbound travel. Packages which do not fall into the above categories are subject to transfer conditions agreed upon during the booking procedure.

Transfers by helicopter are not confirmed until the day of the transfer. Tyax reserves the right to cancel air transfers due to weather conditions, lack of demand or capacity issues. Tyax reserves the right to schedule vehicle transfers instead of air transfer as needed.

Upgraded helicopter transfers, paid for in addition to a regular package price, will be refunded if the service cannot be provided. Air transfers included in packages will receive NO REFUND if the flight must be cancelled. Each guest must ensure that Tyax is told of the location of their Vancouver/Whistler hotels at least 60 days prior to arrival, so that transfers can be arranged for their closest pick-up and drop-off locations. It is the guests' responsibility to get to the designated pick-up location 15 minutes before the scheduled departure time. If the guest misses the transfer then it is their responsibility to pay for any alternative arrangements made. Any stop requested by a guest during a regular scheduled ground transfer is subject to an additional fee, payable upon arrival.

Transfers and travel times are contingent upon Tyax being able to deliver these services without interference beyond the control of management, such as accidents, acts of God, road closures, government requisitions, and other causes whether enumerated herein or not. Therefore, Tyax strongly discourages scheduling domestic and international flights on the day of inbound and outbound travel to and from the resort. Tyax cannot be held responsible for any cost incurred due to missed flights and/or delayed luggage.

Insurance

1. **It is highly recommended that all guests purchase trip cancellation insurance.**
2. **It is highly recommended that all guests purchase trip interruption insurance.**
3. **It is highly recommended that all guests purchase medical insurance.**

Tyax recommends insurance to cover medical, helicopter evacuation, cancellation, trip interruption, and any other variance from the regular booking and delivery of a heliskiing package. Tyax is not responsible for compensation for any payment covered by available insurance. Insurance coverage can be provided at the direction of the Travel Agent/Operator. Tyax does not provide this insurance.

Recommended Third Party Canadian Insurer: Acera Insurance

Liability

All guests must be made aware of the inherent risks of mountainous areas in winter weather conditions. Each participant will be required to sign a copy of the RELEASE OF LIABILITY, WAIVER OF CLAIMS, and ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT before being allowed to ski with Tyax Lodge & Heliskiing. **We require that you review and sign this document before confirming your reservation.** This agreement is also available in German and French. If you require this document in a different language, please place your request as soon as possible.

Guests will not be able to take part in any portion of any trip with Tyax or any partners of Tyax without confirmation that the agreement has been acknowledged and accepted.

All claims, irrespective of the nationality of the participants, shall be governed in all respects by and interpreted in accordance with the laws of the Province of British Columbia.

Photography Policy

All participants in the heliskiing program may be photographed by professional photographers, guides or guests over their holiday. Permission is granted to TLH Heliskiing Ltd. DBA Tyax Lodge & Heliskiing, and its partners to use photos of all guests (or likeness thereof) for marketing and promotional purposes.

Environmental Commitment

As of January 31, 2020, Tyax Lodge & Heliskiing introduced a **$5 (plus GST) per day optional contribution** on all heliski trips for 2021 onwards, with 100% of the proceeds helping to establish and support Helicat Canada's new **Wildlife & Environmental Research Fund** (WER Fund). The WER Fund provides grant funding to support important and pertinent research projects that enable the Helicat sector to continually improve its operating practices according to the following identified themes:

Wildlife & Habitat Conservation
Climate Change Impacts
Sustainability Initiatives
Indigenous Relations, Reconciliation, and Indigenous Capacity Building
Avalanche & Safety

Supporting this new initiative is an important step toward improving how we operate and supporting initiatives that help keep the Helicat industry at the forefront of supporting environmental stewardship.