

SNOW TOUR QUEBEC, LLC

DON'T SIT AT HOME WAITING FOR SNOW!

Trip Selected (Circle one):

1. Saguenay/Lac-Saint-Jean: January 29, 2023 – February 4, 2023
2. Cote-Nord: February 5, 2023 – February 11, 2023
3. Couples Valentines Trip: February 11, 2023 – February 18, 2023
4. Central Quebec Lanaudiere Region: February 19, 2023 – February 25, 2023
5. The Gaspé Peninsula: February 26, 2023 – March 4, 2023
6. The Gaspé Peninsula: March 5, 2023 – March 11, 2023
7. Optional Adventure Trip: Date and destination to be determine

Date of trip _____

Participant Information:

Participant's Name _____

Participant's Group (if riding together with others) _____

Participant's Address _____

Participant's Phone Numbers: Cell _____; Home _____

Participant's Email _____

Room Preference:

_____ Double Room / Name of Roommate _____

_____ Single Room (additional \$ per day)

Emergency Contact Information – List someone who is not going on the trip with you

Emergency Contact Name _____

Relationship to Participant _____

Emergency Contact Address _____

Emergency Contact Phone Number(s) _____

Emergency Contact Email _____

Important information:

You are participating in an adventure trip offered by Snow Tour Quebec, LLC (“STQ”) with risks and uncertainties, including but not limited to; poor weather conditions, snow and trail conditions, mechanical malfunction of the equipment and unforeseen events both natural and man-made.

_____ Participant initial here

To ensure the safety of the group, STQ's trip guide reserves the right to expel from the trip, any person or persons engaging in behavior the guide deems to be disruptive or unsafe. You agree that there are

no refunds in this event and the expelled party is responsible for the costs of returning to point of origin. _____ Participant initial here

STQ's trip guide has the right to determine, in his or her sole discretion, that a Participant's equipment breakdown, physical illness, physical injury or medical condition renders them unable to continue with the trip. Participant agrees that, in such event, the trip guide will finish the trip with the remaining members of the group and without Participant. Participant also agrees that there are no refunds in this event and that he or she is responsible for the costs of returning to the point of origin.

_____ Participant initial here

STQ may cancel a trip due to conditions or events and issue a refund to Participants. STQ may shorten a trip due to conditions or events and issue a partial refund Participants. STQ may extend a trip due to conditions or events, and the Participant agrees to pay STQ the daily rate for additional day/days. _____ Participant initial here

Alcohol and Narcotics – STQ has a zero-tolerance policy for consuming alcohol or narcotics while operating a snowmobile. If you violate our zero-tolerance policy at any time, you will have, without further notice from STQ, automatically removed yourself from the tour. _____ Participant initial here

Terms and Conditions:

1. Please note: Each Participant must be able to gain legal entry into Canada. Participant is not entitled to a refund from STQ if Participant is denied entry into Canada for any reason.^{1,2}
2. Each Participant must be at least 18 years old. Saddle-bag trips provided by STQ are for experienced snowmobile riders only. Each Participant on STQ's saddle bag trips (Trips 1, 2, 4, 5, 6, and 7) will be expected to ride for at least eight hours a day, every day of the trip. Daily rides average between 150 to 250 miles, depending on terrain and conditions.
3. The price you pay to STQ for your snowmobile trip includes the following: a guide for each day of the trip, hotel accommodations (single or double occupancy as selected above) that have been arranged by STQ for each day of the trip, and breakfast and dinner as provided by each hotel as part of the accommodation package. The Participant is separately responsible for paying for the following during the snowmobile trip: gasoline for your snowmobile; lunches; and the cost for any

¹ For instance, a criminal conviction including DUI within last 10 years may result in denied entry into Canada.

² Detailed explanations of Canada's COVID-19 requirements to enter and stay in Canada can be found at <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19/splash-arrivecan.html>. According to this website, starting October 1, 2022, all COVID-19 border requirements, including vaccination, mandatory use of ArriveCAN, and any testing and quarantine/isolation requirements will end for all travellers entering Canada whether by land, air or sea. Refer to the website to see any change in requirements imposed by the Canadian government.

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incidentals or beverages (including alcoholic beverages) purchased. Tips for your guide at the end of the trip are greatly appreciated, but are not required.

4. Participant is responsible for providing his or her own snowmobile or obtaining the rental of a snowmobile, at Participant's expense, for Participant's use during the trip. Additionally, each Participant is separately responsible for arranging and paying for his or her own transportation to the Quebec point-of-origin designated for the trip, as well as obtaining the mandatory Quebec Trail Permit covering the days of Participant's trip.
5. Each Participant must comply with STQ's policies concerning snowmobile requirements, trip planning, and daily riding schedules, which are explained on STQ's website and incorporated herein by reference.
6. **Price and Cancellation** - Unless otherwise arranged, each trip will be limited to between six and eight Participants. Based on current estimates, the average projected final price each Participant will pay to STQ for the trip is between \$1,500 and \$2,000 U.S. Dollars ("USD") (exclusive of the costs and expenses for which the Participant is personally responsible). However, the exchange rate of the U.S. - Canadian dollar, and the available hotel accommodation packages (including whether the participants elect single or double occupancy in hotel rooms) are factors in determining the final cost of the trip. As such, the final cost of each trip is subject to adjustment, and Participant agrees to pay such final cost as provided for in this contract. **A non-refundable deposit of \$300.00 USD per Participant is required to reserve each place on a trip. The non-refundable deposit and Participant's fully completed and signed Trip Registration Form should be sent to STQ at the address listed below. The full payment is due 30 days prior to departure. Participant agrees that his or her failure to pay the full payment to STQ when due will result in Participant's loss of the non-refundable deposit and the loss of Participant's reserved place on the trip.**

Cancellation Policy -

Days prior to departure

Any

29 – 15 days

14 – 0 days

Cancellation fee

\$300.00 (i.e., the non-refundable deposit)

Entire cost of trip (credit offered*)

Entire cost of trip (no credit)

* A Credit of 80% of the price paid to STQ, less the non-refundable deposit, may be applied to a future trip if taken by Participant within one year of the date of cancellation.

Cancellations **must** be sent by email to www.snowtourquebec@gmail.com

Send payments and Trip Registration Form to:

Snow Tour Quebec, LLC,

6581 Elmwood Avenue

Mayville, NY 14757, USA

Extension Policy - In the event that a trip is extended due to conditions or events, the Participant agrees to pay STQ daily for each additional day.

7. Participant must initial, sign and return to STQ, at the address listed above, the attached Participation Agreement, Release and Assumption of Risk Form, as well as the attached Waiver of Liability Relating to Coronavirus/COVID-19 form, no later than the date that Participant's full payment is due. If Participant does not return such documents to STQ by the due date for Participant's full payment for the trip, STQ may deem such failure to be a cancellation of the trip by the Participant and subject to the cancellation policy specified above.

8. *The terms and conditions of this written agreement between Participant and STQ represent the entire agreement between the parties and cannot be orally modified. No purported modification this contract is binding on STQ unless it is set forth in a written document signed by the Participant and STQ.*

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature _____
Print name _____
Date _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Snow Tour Quebec, LLC, a Pennsylvania Limited Liability Company, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "STQ"), I hereby agree to release, discharge, indemnify and hold harmless STQ, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that snowmobiling entails known risks, as well as unanticipated or unknown risks, that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. _____ *Participant initial here*

These risks include, among other things: riding on uneven snow covered terrain, changing snow conditions and variations in elevations; loss of control of the snowmobile, falls from the snowmobile, collision with other snowmobiles, participants, trees, rocks, and other manmade or natural obstacles; exposure to the elements, extreme temperatures, inclement weather and encounters with animals and wildlife; burns; and mechanical and/or equipment problems; and unavailability of immediate medical attention in case of injury.

_____ *Participant initial here*

Furthermore, the persons acting for or on behalf of STQ have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of or misjudge a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. _____ *Participant initial here*

2. I certify that I am over 18 years of age and that I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this snowmobile trip is purely voluntary, and I elect to participate in spite of the risks. _____ *Participant initial here*

3. I certify I have adequate insurance to cover any illness, injury or damage I may cause or suffer, or else I agree to bear the costs of such illness, injury or damage myself. I further agree that I will assume the risk of any medical or physical illness or condition I may have, as well as any medical or physical illness or condition I may develop during the trip or as a result of my participation in this activity. This certification and assumption of risk specifically includes, but is not limited to, being exposed to, contracting and/or transmitting COVID-19 or any other contagious disease. _____ *Participant initial here*

4. I hereby voluntarily waive, release, forever discharge, and agree to indemnify and hold harmless STQ from any and all claims, demands, or causes of action, which are based upon, arise out of, or are in any way connected with this activity, my participation in the snowmobile trip, and/or my use of STQ's services, equipment or facilities, including any such claims which allege negligent acts or omissions of STQ. _____ *Participant initial here*

5. Should STQ, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

_____ *Participant initial here*

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6. If I file a lawsuit against STQ, or anyone acting on its behalf, I agree to do so solely in the Lawrence County, Pennsylvania, and I further agree that the substantive law of Pennsylvania shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. _____ *Participant initial here*

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against STQ on the basis of any claim from which I have released them herein.
_____ *Participant initial here*

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of participant:

Signature _____

Print name _____

Address _____

Date _____

WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Snow Tour Quebec, LLC, a Pennsylvania Limited Liability Company, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as “STQ”) cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing STQ’s services and participating in the snowmobile trip you have selected. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize STQ’s services and participate in this trip, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to utilize STQ’s services and participate in the snowmobile trip I have selected. These services and participation are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to use STQ’s services and participate in the snowmobile trip I have selected.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against STQ in connection with exposure, infection, and/or spread of COVID-19 related to utilizing STQ’s services and participating in the snowmobile trip I have selected. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the substantive law of Pennsylvania shall apply in this contract without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature of participant:

Signature _____

Print name _____

Address _____

Date _____