

TERMS AND CONDITIONS

I, _____, hereby make application to book a heli-skiing and/or ski-touring, and I understand and agree to each and all of the following terms and conditions:

Payment Options

- Bank transfer in Euro (preferred payment)
- Credit Cards (Visa, MasterCard, AmEx) – only in Heliksir's office and in local currency GEL (Georgian Lari) at the official exchange rate of the National Bank + 5 %.
- Cash – only in Heliksir's office and in local currency GEL (Georgian Lari) at the official exchange rate of the National Bank + 5%.

Booking and Deposit Policy

A non-refundable deposit of 30% of the package price is required to confirm the booking.

Bookings are unconfirmed until payment has been processed. You will receive a payment confirmation email up to two-three business days after your booking.

Once we receive your deposit we will reserve your seat until the full payment due date. If you do not send a deposit by the agreed date we will release your booking and reserve the right to sell the package to another party.

Your final payment is due 60 days prior to your first day of skiing and your reservation will automatically be canceled if we do not receive full payment by this date.

Cancellations and Refund Policy

If you choose to cancel, your 30% deposit is not refundable, regardless of when we receive your cancellation.

The remaining payment you have made will be refunded if we receive your written cancellation at least 60 days prior to the start of the Package. Otherwise, the entire payment will be retained.

No refund will be given in whole or in part for unused days/runs/vertical meters/flying time within the package due to late arrival or early departure, sickness or injury, lack of fitness or poor skiing ability.

For any Package, if you choose to stop skiing prior to completing the Package no refund will be issued for un-skied vertical meters (Multi-day packages), or unused helicopter flight time (Exclusive packages)

Weather considerations or other unforeseen problems preventing safe flying/skiing may cause Heliksir Ltd to cancel a day or part of a program. Refunds will then be issued for un-skied vertical meters and unused flight time based on Heliksir's established rates.

Vertical meters (Classic Heliski packages) - Details

Our Multi-day heliski packages come with a guaranteed amount of vertical meters. If this amount is not reached by the end of your program due to poor weather conditions or other unforeseen problems prohibiting safe flying and skiing, you will be refunded at a rate of 150 EUR per 1000 vertical meters unused.

There is no refund for guests who do not reach the guaranteed vertical amount due to poor fitness, illness or injury. If you choose to skip some runs, or to stop skiing earlier than the rest of the group, you will still be charged for the amount of meters skied by your group.

All skiers are expected to be in suitable physical condition to complete the purchased vertical meters in their package.

If you reach the amount of vertical meters included in your package before the end of the Multi-day program, and you would like to keep skiing, you can purchase additional vertical meters at a rate of 150 EUR per 1000 meters per person. A minimum of 3 paying guests in the helicopter is required for this option.

Helicopter flight time (Exclusive Heliski package) - Details

Our Exclusive Heliski package is based on helicopter flight time instead of vertical meters skied.

Flight time is the time automatically recorded from the moment the helicopter takes-off until the moment it comes to rest after landing. This does not include the time it takes to start the engine or the time it takes to stop the engine once the helicopter has landed (rotor time).

As a private group with exclusive use of one of our helicopters, your package includes a certain amount of flying hours. If on a particular day poor weather conditions or other unforeseen problems prohibit safe flying and skiing, we will attempt to reschedule the missed day.

If this is not possible, your group will be refunded at a rate of 2400 EUR for every unused hour of flying (or 40 EUR for every unused minute), at the end of your tour.

If your group has used up the 6 or 9 hours of helicopter flying time allotted in the Exclusive heliski programs, but would like to carry on skiing, additional flying time can be purchased at a rate of 45 EUR per minute. This option is available only within the dates of your scheduled package.

For packages booked through a representing agent or Tour company, Heliksir Ltd takes the responsibility to issue applicable refunds to the particular agent and/or Tour Company Heliksir Ltd received payments from. The refund will be transferred directly to the same agent and/or Tour Company and not paid to the group members separately.

Other booking information

Heliksir Ltd. is the organizer of the ski packages described on our website. Any travel agent or individual representing Heliksir Ltd. is acting only as an agent authorized for encashment.

Note: the term Heliskiing shall include "skiing" and "snowboarding" and "telemark skiing" and "ski-touring".

By submitting a registration form online and paying a deposit, the client has entered into an agreement with Heliksir Ltd. The completed registration form along with the terms and conditions, ski packages or quote and the rates and dates constitute a legally binding agreement between Heliksir Ltd. and the guest.

Each guest should familiarize themselves with the terms and conditions and information as noted on Heliksir Ltd. website. This will ensure that you pick the best package for your needs and that you have a full understanding of what a Heliski trip/ski package entails.

Insurance

None of our programs include insurance, neither for helicopter flights nor for heliski or trip cancellation insurance. For that reasons, we always recommend our guests to purchase a Trip Cancellation Insurance. Moreover, health and accident insurances with "worldwide" coverage are the responsibility of the holder.

Assumption of risk & waiver of liability

At Heliksir, we believe it is important for our guests to be fully aware of the safety issues involved in heli-skiing/heli-boarding, and to have a thorough understanding of the environment they will be exposed to. We do our best to provide you with a safe and outstanding adventure. As a guest, paying close attention to the instructions and obeying the rules is of paramount importance to help make your adventure as safe as possible.

However, risks associated with this type of activity cannot be entirely eliminated. When booking a heli-skiing/heli-boarding trip you should understand and accept the risks involved in such an activity. To take part in our program, each guest will be required to sign our release of liability/acceptance of risks agreement.

Before signing this form, read it carefully! By signing you are making a commitment. On the strength of this commitment.

Applicant's Signature _____

Today's Date: ____/____/____

(All applicants must sign here. If applicant is under 18 a parent or legal guardian must sign here)

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIALS

Please print:

First name:

Last name:

Country:

City:

Phone:

Date of Birth:

Age:

Weight:

Email:

TO:
Heliksir Ltd. (Tbilisi, Georgia) and helicopter company (hereinafter collectively referred
to as "THE OPERATORS")**AND TO:**
Central Government of Georgia (hereinafter referred to as "THE GOVERNMENT")**DEFINITIONS**

In this Release Agreement:

a) the term "skiing" shall include "snowboarding", "telemark skiing" and "ski-touring";

b) the term "wilderness skiing" shall apply to both "helicopter skiing" and "ski-touring" and shall include all activities, services and use of facilities either provided by or arranged by the Operators or in any way related to either helicopter skiing or helicopter ski-touring, but not limited to: orientation and instructional sessions; transportation; accommodation and recreational activities in addition to skiing; snowmobiling; loading, unloading and travel in or movement around helicopters; and all skiing and other activities in the alpine area.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC. I am aware that wilderness skiing involves risks, dangers and hazards in addition to those normally associated with downhill skiing. Avalanches occur frequently in the alpine terrain used for wilderness skiing and may be caused by natural forces, by helicopter or by skiers. I acknowledge and accept that the Operators and their staff may fail to predict whether the alpine terrain is safe for skiing or whether an avalanche may occur. The alpine terrain used for wilderness skiing is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snowcat roads and road banks, fences, and other man-made structures; impact or collision with other skiers, snowmobilers, persons or objects; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers or persons; and **NEGLIGENCE ON THE PART OF THE OPERATORS OR THEIR GUIDES, PILOTS AND EMPLOYEES, INCLUDING THE FAILURE ON THE PART OF THE OPERATORS OR THEIR GUIDES, PILOTS AND EMPLOYEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING.** Skiers may become lost or separated from their skiing party or guide. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter hazardous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS SKIING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. The use of a safety strap or retention device by snowboarders or telemark skiers without ski brakes will increase the risk of not surviving an avalanche. Release of liability, waiver of claims and indemnity agreement

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **THE OPERATORS** and **THE GOVERNMENT** and their directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in wilderness skiing, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING REFERRED TO ABOVE;** To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness skiing.
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness skiing;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;**
- 4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Georgia and no other jurisdiction;**
- 5. Any litigation involving the parties to this Agreement shall be brought solely within Georgia and shall be within the exclusive jurisdiction of the Courts of Georgia.**

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of wilderness skiing, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature this _____ day of _____, 20_____

Signature of Guest _____

Witness (Heliksir representative only)

Print Name clearly:



HELIKSIR APPLICATION FORM

Package name and price:

Dates of Your Package:

APPLICANT'S INFORMATION

First Name:

Last Name:

Gender:

Male:

Female:

Date of Birth:

Home Phone:

Business Phone:

Cell Phone:

Email:

Address:

Country:

City:

State/Prov:

Zip/Postal code:

IN AN EMERGENCY

Contact Person:

Relation:

Emergency Email:

Cell Phone:

Address:

CONFIDENTIAL INFORMATION

Do you have any medical, previous injuries, allergies or physical problems that might affect you on this trip and we should know about it, and are you taking any medication?

Note:

I give permission to Heliksir Ltd. to use my photos for marketing and promotional purposes.

Yes:

No:

How did you hear about Heliksir Ltd?

Applicant's signature _____

Today's Date: ____/____/____
day / month / year

(All applicants must sign here. If applicant is under 18 a parent or legal guardian must sign here).