



Japan Powder Sessions – Terms and Conditions

1. Booking

(a) The Adventure Project (TAP henceforth) will provide you with confirmation of your application upon the receipt of the following signed and completed documents:

- Release and Indemnity;
- These General Terms and Conditions.

(b) Your acceptance as a guest is subject to your skiing/boarder capabilities, medical condition and fitness being to the standard deemed necessary by The Adventure Project.

2. Suitability

By sending in your deposit, the Client Agrees to the Following:

- They are at least an advanced skier or snowboarder, capable of riding in black diamond, ungroomed terrain making fluid linked turns. The snow could be variable in nature, from deep powder, to crud and various crust types.
- That they are in sound physical fitness and capable of operating (skiing, riding or hiking) at high altitudes. You will sign a disclaimer saying that you have the physical fitness to undertake these activities.
- If your medical or physical fitness changes before or during the trip, then you must notify us immediately in writing.
- That they can get up by themselves after a fall. The Adventure Project is not responsible for helping guests get up after a fall.
- You should have powder-centric skis or snowboards that will give you extra floatation in deep snow.
- You must be familiar with the use and operation of all of your gear, prior to the commencement of your trip. Ski and snowboard boots should already be broken in and not the cause of any blisters or other discomfort.
- You must carry your own (basic) first aid kit and spare parts for your skis or snowboards.
- If you cannot keep up with the majority of the group, then for your own safety, you might be asked to stay out of the off-piste areas. That could also mean riding by yourself in the resort if you cannot keep up with the majority of the group.
- You must have comprehensive travel insurance that includes coverage for off-piste skiing and riding and has a high-level of coverage for all medical costs and emergency travel expenses.
- If you are injured or need further assistance (that cannot be provided by The Adventure Project team) and an outside rescue party has to be called to aid you, then you, the guest, will be

responsible for any costs put forth by this rescue party. You should organize travel insurance that includes emergency evacuation by an outside rescue party.

- The Adventure Project does not guarantee complete compatibility of all group members. Whilst we try our best to put the right level of people together in our groups but we cannot guarantee the compatibility of all group members. The Adventure Project is not responsible for any mismatches in group ability therefore.
- There is only 1 guide per group in Japan. If a guide gets sick or injured (circumstances beyond our control) and cannot continue the trip, then no refund will be offered for any time spent without a guide.
- You will be asked to sign a liability release form that indemnifies The Adventure Project from the obvious risks of riding in avalanche terrain. People have been killed in avalanches in Japan in backcountry areas outside of the ski area. Avalanches can and do happen both within the ski areas and outside the ski area boundaries. We cannot guarantee your safety at any time when skiing or riding within the ski area or outside the ski area. No slope can ever be deemed 100% safe and free from avalanche risk.

3. Payment Terms:

Deposit – The deposit for all trips is \$500 USD for all trips, unless otherwise agreed upon. The deposit is strictly non-refundable.

Payment – Deposits and final balances can be paid by cash, personal check, bank check, money order, bank transfer, international wire, Venmo or by PayPal. More detailed payment instructions will be sent out prior to sending in the deposit. When paying by check or money order, please make any payments to “The Adventure Project LLC.”

Credit cards – currently we cannot accept payment by credit card.

Due date – each trip has a final payment due date. Please consult your information sheet or the TAP website for details.

Prices – all prices quoted are in \$USD and is based on the number of people in the group. Price can vary if the minimum number of participants (4) has not been reached.

4. Pricing:

Changes to pricing – TAP reserves the right to make changes to pricing prior to departure for your trip, at any time. Prices are not guaranteed therefore until final payment of all monies owed has been made by all group members.

If more people are added to the group after the final balance payment due date, then no refund will be issued for any differences in subsequent final price.

Reasons for pricing change - TAP reserves the right to change pricing at any time (but are not limited to) due to fluctuations in local currency, increased local or government costs and other unforeseen reasons. Prices can also change due to fluctuations in group participants. Any changes to the cost will be given to you in writing and you will have 2 weeks to make any additional payments.

Exclusions from Pricing:

Each trip has its own separate inclusions and exclusions. They are listed on the website and in the program information sheet for each trip. It is your responsibility to read and understand the individual exclusions that you are required to pay at your own expense.

5. Cancellation Policy

Cancellation by the Client:

- You may cancel your trip at any time prior to departure by providing written notice to TAP.
- Should you cancel your trip at any stage the deposit is non-refundable.
- Should you cancel your trip more than 60 days before departure, you will be entitled to a refund of all moneys paid (less the deposit) subject to TAP finding a replacement guest. In the event a replacement guest is not found, the entire price paid by you will be forfeited.
- Should you cancel your trip less than 30 days before departure the entire price paid by you will be forfeited.

Cancellations by The Adventure Project:

(a) TAP reserves the right to cancel your trip either prior to departure or during the trip for reasons including (but not limited to) -

(i) Prior to departure:

- A change in your medical condition or fitness;

- Your failure to disclose details of your medical condition or fitness prior to departure;
- In the event that insufficient guests are booked on a particular trip.

(ii) During the trip:

- Should you fail to comply with the directions of TAP staff or their agents;
- Should TAP determine that you should not participate any further.

(b) In the case of termination prior to departure TAP shall refund the price (less the deposit) within fourteen (14) days of written notification from TAP of the cancellation.

(c) In the event of termination during the trip the entire price paid by you will be forfeited.

6. Alterations to the Trip:

Alterations to your trip

(a) TAP reserves the right to alter your trip including but not limited to dates and routes, including early termination or finalization of your trip in respect to any trip which you have been accepted as an applicant.

(b) Factors such as government travel warnings, hazardous weather conditions, dangerous militant or terrorist activity, and/or other events occurring which cause serious risks to you or other guests may give rise to modification, postponement or delay of your trip.

(c) In the case that the dates of a trip are postponed or delayed by TAP and you are not able to participate as a result of this change, you will be entitled to a refund of the price (less the deposit) within fourteen (14) days of you advising TAP in writing.

(d) Should your trip be terminated or finalized early, you acknowledge that you will not be entitled to any compensation or refund of the price from TAP.

7. Release and indemnity form

It is acknowledged that the terms of the Release and Indemnity Form that you have signed separately are to be incorporated within these General Terms and Conditions.

8. General

(a) The governing law of these General Terms and Conditions shall be the state of Colorado in the United States of America.

(b) All notices you send to TAP are to be sent by email to matt@theadventureproject.net. All notices sent by TAP to you will be via the email address provided by you when submitting your application.

(c) Where a term of these General Terms and Conditions are invalid at law or otherwise, this does not invalidate these Terms and Conditions as a whole.

(d) Reference to “The Adventure Project” or “TAP” in these General Terms and Conditions includes The Adventure Project LLC, its principals, directors and agents.