

Hidden Trails Booking Conditions

Your Contract

Your contract will be with Hidden Trails Ltd. These booking conditions form the sole contract between Hidden Trails Ltd. and the person signing the reservation form the "Traveler" (who must be over the age of 18) and shall be deemed to sign this form on behalf of all persons named therein. The person signing the booking form (which incorporates these booking conditions) warrants that he/she and all such persons are fully aware of and accept these conditions. If clients book by telephone, internet or fax they will be deemed to have read the booking conditions and are in agreement with them. This contract is subject to Canadian law with British Columbia Courts having exclusive jurisdiction.

Deposit payment

By making a reservation with Hidden Trails either by fax, mail or internet submission, you enter into a legally binding commitment with Hidden Trails, but your participation is not confirmed until Hidden Trails has received a signed booking form together with the correct payment and has signified its acceptance of the booking in writing. A deposit of 25% of the total balance (50% for group bookings of 7+) with a minimum of US \$ 350 per person is due at the time of booking (higher deposits are required for certain trips). The final balance is due 70 days prior to the departure date. If the booking is made within 70 days of departure the full amount is required at the time of booking. The deposit will be returned in the event of the booking not being accepted by Hidden Trails.

Payment of the balance

The deposit will be treated as part payment of the total amount due. After we have received the deposit you will receive a Final Invoice showing the total cost of your vacation and the balance you owe us. If the balance is not paid by 70 days prior to the date of departure Hidden Trails Ltd. shall have the right to cancel the booking without further notice, and cancellation charges as set out below will apply.

If you cancel your booking

If you find it necessary to cancel your booking, you must advise Hidden Trails Ltd. in writing, the letter being signed by the person who signed the original booking form. Cancellation charges, excluding insurance premiums, will be calculated as follows (period before departure date within which written notice of cancellation is received):
71 days or more: deposit (no refund)
70-61 days: 65% of total price or deposit if higher
under 61 days: 100 % of total balance
Insurance premiums will not be refundable. If cancellation falls within the terms of an insurance policy you may be able to claim for cancellation charges.

If you change your booking

If after acceptance of the booking you wish to alter the confirmed arrangements a fee of US \$125 per person for each change may be charged if such change is possible. If the alteration is less than 90 days prior to departure the cancellation charges shown above may be applied. Any changes to the original booking will not be effective until it is received and agreed in writing by Hidden Trails Ltd. Any additional costs imposed by our suppliers will also be charged.

If we change your vacation

When you have made your contract with Hidden Trails Ltd., we will use our best endeavors to ensure that none of the ingredients of your vacation arrangements have to be altered. However, as the arrangements are planned months in advance, sometimes changes may have to be made. In case of a significant change, you will be informed when you book or, if you have already booked, as soon as possible, if there is time before your departure. You may then a) accept the change, or b) book any other available trip from this brochure (where the price is less Hidden Trails Ltd. will pay you the difference, but where the price is more you will be expected to pay the difference) or c) cancel

your booking and receive a full refund of all moneys paid to Hidden Trails Ltd. In addition, you will receive a compensation as follows (except where the change is caused by Force Majeure, see below):

Compensation per person
before balance due date nil
2-8 weeks US \$ 20
less than 2 weeks US \$ 40

Should Hidden Trails Ltd. have to alter your arrangements after departure, we will make every effort to make suitable alternative arrangements. Where those arrangements are less expensive, you will be refunded the difference. Where they are more expensive, Hidden Trails Ltd. will bear the cost.

Force Majeure

Compensation payments do not apply where our contract with you cannot be carried out because of unusual and unforeseeable circumstances beyond the control of Hidden Trails Ltd. or its suppliers, the consequences of which could not have been avoided even with the exercise of all due care. Examples include war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flights by an airline, the alteration of the airline or aircraft type or other similar events beyond the control of Hidden Trails Ltd.

Cancellation of your vacation

Hidden Trails Ltd. acts only as agent on behalf of you, the Traveler, in order to obtain accommodations, transportation or other services. The tour may be cancelled at any time, even after you, the Traveler, have departed the USA or Canada, for reasons beyond the control of Hidden Trails Ltd. Hidden Trails shall have no responsibility for any such cancellation, except to refund that which has been paid to Hidden Trails Ltd. by you, the Traveler. Hidden Trails shall have no responsibility to you, the Traveler, for any inability to complete the tour by reason of travel restrictions, travel delays, quarantines, medical or customs regulations, delays or cancellations or changes in itinerary or schedules of carriers, or injury to or inability of Traveler. Hidden Trails Ltd. reserves the right to cancel, without any obligation to refund, make alternative arrangements, or pay compensation, where the customer fails to make payment (see "Payment of the balance") or otherwise the customer's behavior brings the vacation to an end.

Prices

Prices quoted in this brochure for trips outside the US are based on US exchange rates as of November 1, 2005. External factors beyond our control may affect vacation costs, e. g. exchange rates, transportation costs etc. Up to 30 days before departure date Hidden Trails Ltd. reserves the right to alter the price of any trip to take account of such changes. We will absorb a sum equal to 2 % of the tour cost excluding insurance premiums and amended charges should a surcharge be necessary. You will have to pay any sum in excess of this 2%, but if the surcharge results in an increase of more than 15% of the vacation cost, excluding insurance premiums and amended charges, you may cancel the booking within 10 days of notification of the surcharge and obtain a full refund.

Dealing with complaints fairly

In the event that you have a complaint about any of the vacation arrangements, you must tell the local suppliers at the time, or call Hidden Trails Ltd. (we will accept reverse charge calls, but may not be available on weekends) in order that we are given the opportunity to rectify the matter during your vacation. Failure to complain at the time or to us in this manner will result in the customer's ability to claim compensation from Hidden Trails Ltd. as it will be extinguished or at least reduced. In any event, any complaint about the trip must be made in writing to us not later than 28 days following the completion of the vacation.

Insurance

Riding horses and other adventure trips like those offered by Hidden Trails Ltd. is at all times a dangerous sport. Accidents can and do occur occasionally. Therefore, Hidden Trails Ltd. insists that you carry your own health, accident and liability insurance or agree in writing to assume responsibility for any injuries. Travel insurance is mandatory for all clients and clients are responsible for arranging their own insurance. Clients are responsible for ensuring that they are in possession of travel insurance with protection for the full duration of the vacation in respect of medical expenses, injury, death, repatriation, as well as cancellation and curtailment. Clients making their arrangements must ensure that there are no exclusion clauses limiting protection for the type of activities included in their vacation. Clients should be certain that any travel insurance arrangements, made through any agency or individuals, are sufficient for their requirements and should arrange supplementary insurance if necessary. If Hidden Trails makes the insurance arrangements for you initially, it is still your responsibility to check with the insurance company that you are adequately insured for the right time and amount. Hidden Trails only initiates the insurance and is in no way involved in the following contract.

Liability

Hidden Trails Ltd. does not carry liability insurance and cannot assume any responsibility for accidents whether caused by your fault, the horse, equipment, guide, or other persons on the trip. You ride and travel at your own risk. For most trips you will receive a "waiver of liability form" at the time of your booking (see Riding Tour Agreement on right hand page). Please be sure to read it carefully, sign it, and return it to Hidden Trails Ltd. no later than at the time of final payment. You may not start these rides or other trips unless this form has been returned to us. Changes may not be made to the liability form unless you receive prior authorization from us in writing. Hidden Trails Ltd. assumes no responsibility for actions or omissions by carriers, organizers, hotels, etc. Hidden Trails Ltd. assumes no responsibility for actions or omissions by any contractor or other persons. The Traveler agrees that Hidden Trails Ltd. in any case shall not be liable or responsible for death, personal injury, loss or damage of any nature to the Traveler or any personal property or baggage of the Traveler, or for any cause that directly or indirectly relates to the tour, including transportation arrangements to and from the tour, for any reason or cause whatsoever.

Documents

You must make separate arrangements for travel to and from the starting point of the tour. You must carry with you a valid passport, the necessary visa and vaccination papers. Any information from Hidden Trails regarding visas etc., are guidelines only. The traveler is responsible for all necessary visa, vaccinations and legal documentations.

Liability Release

By making a reservation with Hidden Trails, the Traveler agrees to all the terms of the Hidden Trails "Recreational Activity Release and Indemnity Agreement" (details on page 177 of this brochure). The traveler agrees to forward a signed copy of this release to Hidden Trails eight weeks before starting the trip. Failing to do so may result in cancellation.

Riding Ability

The Traveler(s) must disclose accurate information on their riding ability with their reservation. The Trek Master has full authority to exclude a rider from the trip for inability to ride according to the riding level indicated for the tour or behavior which endangers the other riders or horses. No refunds will be made under these circumstances.

Hidden Trails Ltd., 659A Moberly Road
Vancouver, BC Canada V5Z 4B3

Hidden Trails Outdoor Reservation Form

MM/DD/YY

MM/DD/YY

Tour : _____ Code #: _____ from: _____ to : _____

The Travelers (Last Name, First Name)	Male Female	Single room/ or tent	Birth Date MM/DD/YY	Height	Weight*	Special Diets**					Fitness Level			
						Special diets**	Allergies	Medical Con.	Excellent	Good	Moderate	Poor	need to rent equipm.	
1.			__/__/__											
2.			__/__/__											
3.			__/__/__											
4.			__/__/__											

* If more than 200 lbs we need to reconfirm with our partners first

** Details on dietary needs on separate sheet, please.

Special Diets: _____

How often do you exercise? _____ Describe your experience: _____

Have you been on other outdoor trips? No Yes last trip when? _____ Trip: _____

If Hidden Trails offers a transfer from the local airport/station: I would like the transfer to be included: YES NO

In an emergency, name and phone number of contact: _____

Attention: Please, if there is more than one participant, all have to sign the reservation form - make copies if needed

With my signature I confirm my reservation of the listed program(s) under the Hidden Trails Booking Conditions. I'm aware, and I made all participants aware of the risk involved with these outdoor adventure activities. All participants have read and agree with the Hidden Trails *Booking Conditions* and the Hidden Trails *Recreational Activity Release and Indemnity Agreement* in this brochure or as listed on the Internet.

I (we) will sign and forward the *Recreational Activity Release and Indemnity Agreement* at least 10 weeks before trip starting date.

Last Name and First Name (The Traveler)

Street _____ e-mail _____

City _____ State _____ Postal/Zip Code _____

Phone (wk) _____ iY^ / _____ 4V]] _____ Fax _____

Date _____ Signature (mandatory) ^{1.} _____

Please, charge a 25% deposit (minimum \$ 350 per person) now and full payment 10 weeks before starting date to my credit card.

7`caRj ^ V_ ed Sj G:D2 5ZIT` gVc > 4 L` UVSZTRUdV

Cardholder: _____

Card # _____ 3 digit Security # _____

Exp.Date: _____ Signatur e: _____

Billing Address for Credit Card (if different than mailing address): _____

I have enclosed a check for the deposit

Additional Signatures:

2. _____

3. _____

4. _____

Travel Cancellation Insurance Credit Card required

Sign me (us) up initial _____

No, we will provide our own initial _____

Recreational Activity Release and Indemnity Agreement

Please read carefully, sign and return to
Hidden Trails Ltd. 659A Moberly Road Vancouver,
BC Canada V5Z 4B3 FAX: 604-323-1148
This supercedes all previous Hidden Trails Ltd.
agreements.

This RECREATIONAL ACTIVITY RELEASE AND
INDEMNITY AGREEMENT is voluntarily and knowingly
entered into by (traveler's name):

_____, hereinafter
PARTICIPANT and Hidden Trails Ltd., its owners,
guides, employees, agents, volunteers, officers, and
directors hereinafter collectively referred to as
PROVIDER.

This document is a full release and indemnity
agreement whereby PARTICIPANT is releasing and
indemnifying PROVIDER from various inherent risks,
known and unknown involving various recreational
activities including, but not limited to, horses and
horse-type activities and further releasing PROVIDER
from PROVIDER'S negligence, if any, and, further
releasing PROVIDER from any results of the inherent
risks and PROVIDER'S negligence, such results
including, but not limited to, property damage, bodily
and personal injury, illness, paralysis, or death.

PARTICIPANT will be engaged in activities involving
horses and other potentially dangerous recreational
activities. PARTICIPANT is informed and understands:

1) That there are significant risks and dangers
involved with horses and horseback riding and that
horses are powerful and potentially dangerous
animals;

2) That a horse may, at any time, without warning, and
for no reason, jump up, forward, backward, or
sideways;

3) That a horse may become uncontrollable, run
wildly, buck, bite, kick, rear up, or step on feet or
other body parts without warning;

4) Horses become tired, stressed, cantankerous, and
their behavior is unpredictable;

5) A horse may trip, stumble, and/or fall down when
being led, ridden, or otherwise attended to;

6) That weather, terrain, other animals, and/or people
and other PARTICIPANTS may adversely affect a
horse's behavior;

7) That these risks, and others, are inherent with
horse and other activities which risks may not be
anticipated, controlled, or eliminated by PROVIDER
and, further, PROVIDER has no duty to do so;

8) That these risks and activities in general can cause
property damage, bodily and personal injuries,
illnesses, paralysis, and death to you or members of
your family;

9) That PROVIDER and/or other people and
PARTICIPANTS may, on occasion, be NEGLIGENT
(NEGLIGENT meaning, generally, a failure to exercise
ordinary or reasonable care) in their duties and
responsibilities to PARTICIPANT and this
NEGLIGENCE can cause property damage, bodily and
personal injuries, illness, paralysis, and death to you
or members of your family;

10) That the horseback riding activities and other
activities will sometimes be in wilderness, and
otherwise remote areas and that bodily and personal
injuries, illnesses, paralysis, and other injuries may
occur to you where you are a considerable distance
from doctors, hospitals, and any type of medical help
or assistance. PROVIDER strongly recommends the
use of a riding helmet which may minimize the risks of
head and other injuries.

For and in consideration of the monies paid,
agreements contained in this document, and your
participation in PROVIDER'S program, PARTICIPANT
does hereby completely release, acquit, and forever
release and discharge, PROVIDER, their successors,
personal representatives, and assigns of and from any
and all actions, claims, demands, obligations, causes
of action, damages, costs, loss of services, expenses,
attorneys' fees, and compensation of any kind or
nature whatsoever on account of or in any way
growing out of, or which in the future may result from,

property damage, bodily and personal injuries,
illnesses, paralysis, and death to you or members of
your family as a result of participation in PROVIDER'S
program or in conjunction with recreational activities
or PROVIDER'S NEGLIGENCE. This RELEASE
includes, but is not limited to, all claims or causes of
action whether based on a tort, contract, or any other
theory of recovery, which the PARTICIPANT now has
or which may hereafter accrue or may otherwise be
acquired on account of or may in anyway grow out of
any recreational activities including, but not limited
to, any and all claims for emotional distress, loss of
consortium, loss of companionship, loss of income,
bodily or personal injury to PARTICIPANT, or members
of PARTICIPANT'S family, or any wrongful death claim
or punitive damage or any other claim of
PARTICIPANT'S representatives or heirs which have
resulted or may result from the recreational activities,
acts, omissions, or NEGLIGENCE of PROVIDER.

PARTICIPANT further stipulates and agrees in further
consideration, to fully indemnify and hold forever
harmless PROVIDER against loss from any and all
claims, demands, or actions which may hereinafter or
at any time be made or brought against PROVIDER by
any person or entity who has made, or agreed to
make payments on PROVIDER'S behalf for any
medical expenses or any other obligations incurred by
PARTICIPANT as a result of property damage, bodily
and personal injury, illness, paralysis, and/or death to
PARTICIPANT or any members of PARTICIPANT'S
family arising out of PROVIDER'S activities.

PARTICIPANT further agrees and stipulates to
indemnify and hold forever harmless PROVIDER
against loss from any and all further claims, demands,
or actions which may hereinafter or at any time be
made or brought against PROVIDER by any person or
entity who claims to have been damaged, or who
asserts a claim as a result of property damage, bodily
and personal injury, illness, paralysis, and/or death to
PARTICIPANT arising out of PROVIDER'S activities.

PARTICIPANT further stipulates and agrees to fully
indemnify and hold forever harmless PROVIDER from
any action, claim, demand, obligation, cause of
action, damages, costs, loss of services, expenses,
and compensation of any kind or nature whatsoever
on account of or in any way growing out of, or which
in the future may result from property damage, bodily
and personal injury, illness, paralysis, and/or death to
any person, including minors and incompetents, over
whom and for whom PARTICIPANT has custody,
control, and/or other legal responsibilities.

PARTICIPANT acknowledges and agrees that
PARTICIPANT'S participation in PROVIDER'S
recreational activities and riding program is
completely voluntary and PARTICIPANT
acknowledges all risks, known and unknown, accepts
all risks, known and unknown, and assumes full
responsibility for all risks, known and unknown,
including, but not necessarily limited to, those risks
identified in this RELEASE and acknowledges and
accepts full responsibility for all property damage,
bodily and personal injury, illness, paralysis, and
death to PARTICIPANT and/or members of
PARTICIPANT'S family. Further, PARTICIPANT
represents:

1) PARTICIPANT has completely and fully read this
document as well as the Hidden Trails Booking
Conditions, agrees to its terms, has been given ample
opportunity to seek legal counsel to review and
advise PARTICIPANT as to the legal effect of this
RELEASE and has been provided additional
opportunities to ask questions and make inquiries of
PROVIDER regarding this RELEASE;

2) PARTICIPANT warrants and represents he/she has
no medical problems which might interfere with
PARTICIPANT'S participation in PROVIDER'S
program;

3) PARTICIPANT is voluntarily participating in the
recreational and horse activities with full knowledge
of the activities and the risks involved;

4) PARTICIPANT accepts and assumes the risks and

legal responsibilities for any and all injuries and
damages which may result from those risks
associated with participation in recreational or
horseback riding activities;

5) PARTICIPANT warrants and represents that he/she
can fulfill any physical requirements involved with
recreational and horse activities;

6) PARTICIPANT understands that the presence of
PROVIDER'S personnel is no assurance of
PARTICIPANT'S safety or lessens any risks assumed
by PARTICIPANT;

7) PARTICIPANT warrants and represents that he/she
has obtained adequate medical/disability/life
insurance or other monies to cover losses to himself
or others.

PARTICIPANT also agrees to the HIDDEN TRAILS
BOOKING CONDITIONS in its entirety.

It is agreed that this RELEASE and its provisions shall
be governed by the law of British Columbia, a
Province of Canada.

This RELEASE shall not be canceled, modified, or
changed in any manner except by the written
agreement of both PROVIDER and PARTICIPANT. The
invalidity of any portion of this RELEASE shall not
affect the validity of the remaining RELEASE.

THE UNDERSIGNED PARTICIPANT(S) HAS (HAVE)
READ AND FULLY UNDERSTAND(S) THIS RELEASE
WHICH MUST BE COMPLETELY SIGNED AS
INDICATED AND RETURNED BEFORE YOUR
ARRIVAL.

Trip Name _____

Date of trip _____

Accepted and agreed to:

1. Traveler
print _____

signature _____

2. Traveler
print _____

signature _____

3. Traveler
print _____

signature _____

4. Traveler
print _____

signature _____

Date _____

For Participants Who Are Under 18 Years of Age I
hereby assume full responsibility for all expenses and
liabilities of the above named participant(s) in this
riding tour, I agree to hold Hidden Trails, Ltd. and their
associates harmless from any liability or claims on
behalf of that participant, and authorize the use of
appropriate medical treatment for participation in the
event of injury.

Parent/Guardian
print _____

signature _____

Date _____