

## **Cancellation Penalty Waiver**

### **Terms, Benefits, Exclusions, Definitions, Conditions**

#### **Terms**

Payment by the applicant of the Cancellation Penalty Waiver premium for a Yamnuska Mountain Adventures program will exempt the applicant from cancellation penalties should he/she cancel their participation in that program under the following unforeseen circumstances:

1. Sickness, bodily injury or death to the applicant, member of the applicant's family as defined below, business partner of applicant or key employee of applicant as defined below.
2. A disaster, which renders principle residence of applicant uninhabitable or applicant's place of business inoperable.
3. The applicant is summoned for jury duty or being subpoenaed as a witness to a case being heard during period of program.
4. Being summoned to service in case of reservists, active military, police, and fire personnel.
5. Complications of pregnancy arising in the first sixteen (16) weeks of pregnancy.
6. Closure by police or relevant civil authorities of airports, roads and cancellation of flights preventing attendance on program.

#### **Benefits**

1. Where cancellation occurs in advance of program start the applicant shall be reimbursed all payments made to Yamnuska Mountain Adventures with the exception of the cost of this Cancellation Penalty Waiver.
2. Where the applicant terminates his/her participation in the program due to the above reasons he/she will receive partial repayment based upon the portion of the program remaining unused.

#### **Exclusions**

This Cancellation Penalty Waiver does not cover refund of cancellation penalties due to cancellation caused by or arising from:

1. Any pre-existing medical condition or injury.
2. Intentional self-injury of the applicant nor direct or indirect injury resulting from the commission by the applicant of a criminal act nor as a result of willfully unsafe or disruptive behavior by the applicant.
3. Mental or emotional disorders unless hospitalized.
4. The applicant can no longer afford to attend the program.
5. The applicant is accepted for a new job, university or makes any other alternative commitment preventing attendance on the program.
6. Conditions caused by high altitude including illness exacerbated by high altitude and inability to acclimatize.
7. Any other situations except those outlined in "Terms" section above.

#### **Definitions**

1. "Member of immediate family" means applicant's legal or common-law spouse, parent, legal guardian, step-parent, grandparent, grandchild, natural or adopted child, step-child, brother, sister, step-brother, step-sister, aunt, uncle, niece or nephew.
2. "Common-law" spouse means the person who has been residing with the applicant for a period of not less than one year and who has been publicly represented as the husband, wife or partner of the applicant.
3. "Key employee" means an employee whose continued presence is critical to the ongoing affairs of the enterprise during the absence of the above named.

#### **Conditions**

1. IT IS A CONDITION PRECEDENT TO LIABILITY UNDER THIS WAIVER THAT AT THE TIME OF APPLICATION YOU KNOW OF NO REASON THAT MIGHT REASONABLY BE EXPECTED TO PREVENT YOU FROM PARTICIPATING AS BOOKED.
2. The waiver is only valid when issued at time of initial deposit.
3. Yamnuska Mountain Adventures must be notified immediately if canceling. Follow up confirmation of cancellation in writing is required (email, fax or postal mail). In case of an applicant failing to show up on a program without supplying notice no refund will be issued unless it was physically impossible for them to supply such notice.
4. To substantiate a claim the applicant must provide as applicable a) a note from the attending physician stating diagnosis and verifying the necessity of cancellation, b) documentary evidence of the cause of cancellation.