



## DOMESTIC TERMS AND CONDITIONS

\*NOTE ON GROUP REGISTRATIONS: One person may register an entire group (for some domestic programs), but they become responsible for all payments, and for ensuring all group members have reviewed the Release of Liability and Assumption of Risk Agreement (“Release Agreement”) before committing to the program. Each participant will be required to sign a Release Agreement and complete medical information forms before the program begins. Release Agreements are available here: [www.mountainschool.com/content/main/registration](http://www.mountainschool.com/content/main/registration).

### CANCELLATION AND REFUND POLICY

- Your application must be accompanied by a 25% deposit of the fees for your program. The 25% deposit is non-refundable.
- The balance of the fees for your program (75%) is due 60 days prior to your program start date.
- All refund requests must be made in writing and be received in our office at least 60 days prior to the program start date.
- No refunds will be provided for cancellations made within 60 days of the program start date. If you cancel your participation in the program within 60 days of the program start date, then even if you don’t participate in the program, you remain responsible for paying all program fees to NMS (including any outstanding balance). We often will work with you to try to reschedule, but that decision is in our sole discretion.
- If registering for a group of people, the person completing the registration assumes financial responsibility for the entire group. This includes situations where people drop out and change the final numbers or participants. If uncomfortable registering for the group, you should have each member apply individually.
- Each applicant’s deposit is non-refundable and may not be applied to the balances of other participants’ accounts.
- Once the program has begun there will be no refunds issued for any reason.

### TRIP CANCELLATION INSURANCE

- We highly recommend that participants purchase trip cancellation insurance to cover their travel and application costs in the event that you need to cancel your participation in the program due to personal injury, business or family emergencies, or other covered reasons.
- If Northwest Mountain School cancels a program before it begins for any reason other than your failure to abide by your agreement with us, you will be entitled to a full refund of any fees you have already paid us for the program. We cannot assume responsibility for travel costs related to the trip such as hotel and plane reservations, care rental, or any other costs.

### COVID SPECIFIC CANCELLATION

- On domestic programs lasting less than 6 days you will be given a credit minus a \$50 rebooking fee if you test positive and are unable to attend your program. Your positive test result must confirm that the test was in fact performed on you, that you tested positive, and that it was within a time frame that prevented you from attendance per current CDC guidelines.
- If NMS is forced to cancel your program for a covid related problem on its side, then you will be offered a full credit on an NMS program to be used anytime within 1 year of the scheduled start date of your course.

### RELEASE AGREEMENT

- In order to participate in a program you understand that you are required to sign an unmodified copy of Northwest Mountain School’s Release Agreement. This is required by NMS’ insurance provider. You agree that it is your responsibility to review and understand the Release Agreement before committing to the program. Your refusal to sign the Release Agreement, or your modification of the Release Agreement terms will not entitle you to a refund of any sort.

### MISCELLANEOUS

- Trip participants are responsible for their own well-being. This includes good health and strong physical condition. NMS reserves the right to change the program itinerary for any reason its staff deems necessary to provide a safe experience, or to comply with permit restrictions. NMS may direct the timing and extent of your participation in the program as NMS staff deem necessary to provide a safe experience.
- NMS reserves the right to substitute scheduled staff if the planned guide(s) are unable to make the program for any reason. This will not change the fee charged by NMS.
- By signing this agreement you represent that the information you provided in the initial pages is correct.
- These Terms and Conditions and the Release Agreement (collectively “Agreement”) constitute and embody the entire agreement and understanding between you and NMS with respect to its subject matter and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between you and NMS with respect to their subject matter. This Agreement may not be modified or amended except by a written amendment signed by both you and NMS.
- This Agreement will be governed by and interpreted in accordance with the internal laws of the State of Washington, without regard to conflicts of laws principles.



- In the event of any controversy or claim arising out of or relating to this Agreement, or its breach or interpretation, the parties will submit to the exclusive jurisdiction of and venue in the Superior Court of Chelan County, Washington, and appeal courts therefrom. Each party waives all defenses of lack of personal jurisdiction and forum nonconveniens.
- If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement, that party's reasonable attorneys' and other experts' fees and expenses.



## INTERNATIONAL TERMS AND CONDITIONS

### FEES AND EXPENSES

- This is a package program. Your package includes those things listed on the program page for this trip on our website or those things explicitly agreed to in writing during the organization of the program. You will pay Northwest Mountain School ("NMS") a guide fee ("Guide Fee") for its provision of guiding services. This fee covers guide expenses and guide transportation to and from the program area. Additionally it covers fees your guide or NMS pay to other suppliers or service providers who provide goods, services or accommodation in connection with the program, and other program costs as outlined on this program's program page on our website. Your guide fee does not include: your flights to and from the program, your meals in town and meals before or after the program, your lunch food, your personal climbing equipment, personal insurance, gratuities to guides or other staff or additional hotel nights. We also offer "cost-plus" pricing on custom programs, in which you pay the actual cost of trip expenses plus the guide fee, plus a percentage of total expenses as an overhead fee.
- The Guide Fee for which you are responsible to NMS is listed on our website unless agreed to in writing under special arrangement.

### CANCELLATION AND REFUND POLICY

- Your application must be accompanied by a 25% deposit of the fees for your program. The 25% deposit is non-refundable.
- The balance of the fees for your program (75%) is due 120 days prior to your program start date.
- All refund requests must be made in writing and be received in our office at least 120 to 90 days prior to the program start date.
- If you cancel inside the 90-120 day window you will receive a 50% refund if you have kept up with the payment schedule.
- No refunds will be provided for cancellations made within 90 days of the program start date. If you cancel your participation in the program within 90 days of the program start date, then even if you don't participate in the program, you remain responsible for paying all program fees to NMS (including any outstanding balance).
- If registering for a group of people, the person completing the registration assumes financial responsibility for the entire group. This includes situations where people drop out and change the final numbers or participants. If uncomfortable registering for the group, you should have each member apply individually.
- Each applicant's deposit is non-refundable and may not be applied to the balances of other participants' accounts.
- Once the program has begun there will be no refunds issued for any reason

### TRIP CANCELLATION INSURANCE

- We highly recommend that participants purchase trip cancellation insurance to cover their travel and application costs in the event that you need to cancel your participation in the program due to personal injury, business or family emergencies, or other covered reasons.
- NMS reserves the right to cancel its portion of the trip for any reason prior to departure. In that event, NMS will refund application and program fees that you have paid to NMS, unless the cancellation results from your failure to abide by your agreement with us. In circumstances where NMS has already made payments related to the program, or invested substantial preparatory time, an equitable portion of the fees may not be fully refundable, as determined by NMS in its sole discretion.

### COVID SPECIFIC CANCELLATION

- If you are unable to participate in an NMS program due to a Covid related reason our normal terms regarding refund or trip credits apply. It is your responsibility to decide if you will self insure for any potential losses or insure these losses through the purchase of trip cancellation insurance. Examples of covid reasons that may prevent you from attending the trip include but are not limited to: covid close contact exposure, positive test result, inability to board a flight, covid related challenges encountered while traveling to or from your trip, or rejection by local vendors of your proof of vaccination status.
- If NMS is forced to cancel your trip or a portion of your trip due to a covid reason you will be refunded or credited a portion of your trip fee. In situations where NMS has made payments on your behalf or invested significant logistical time in preparing for your trip, some portion of your original fee will be retained to offset these costs.

### OTHER COSTS AND EXPENSES

- You agree that the cost of any search and rescue undertaken on your behalf will be your financial responsibility, including costs incurred by NMS guides, NMS, other guide services, any government agency, or any other person or organization.
- You acknowledge that during the program, certain events may occur which may necessitate certain additional costs not contemplated at this time. These include but are not limited to evacuation costs, medical treatment, extra nights in hotels for yourself, or your guides, airline change fees or additional airline tickets, and similar matters. You agree that those additional costs are not the responsibility of NMS or its staff and that you are responsible for payment of those costs.

### RELEASE AGREEMENT

- In order to participate in a program you understand that you are required to sign an unmodified copy of Northwest Mountain School's Release of Liability and Assumption of Risk Agreement ("Release Agreement"). This is required by NMS' insurance provider. You agree that it is your responsibility to review and understand the Release Agreement before committing to the program. Your refusal to sign the Release Agreement, or your modification of the Release Agreement terms will not entitle you to a refund of any sort.



## INTERNATIONAL TERMS AND CONDITIONS

### MISCELLANEOUS

- As a condition to your participating in the program, you are responsible for having obtained personal medical, accident, travel, baggage, cancellation, rescue, and other insurance relative to your participation in the program. We do not provide these types of insurance and highly recommend you obtain coverage amounts sufficient to cover all fees and expenses payable by you for, among other matters, rescue, evacuation and medical costs, including repatriation to the U.S. You acknowledge that NMS provides you with no such insurance coverage, and that NMS is under no obligation to advance rescue, evacuation and medical costs for you.
- NMS reserves the right to substitute scheduled staff if the planned guide(s) are unable to make the program for any reason. This will not change the fee charged by NMS.
- Trip participants are responsible for their own well-being. This includes good health and strong physical condition. NMS reserves the right to change the program itinerary for any reason its staff deems necessary to provide a safe experience, or to comply with permit restrictions. NMS may direct the timing and extent of your participation in the program as NMS staff deem necessary to provide a safe experience.
- By signing this agreement you represent that the information you provided in the initial pages is correct.
- These Terms and Conditions and the Release Agreement (collectively "Agreement") constitute and embody the entire agreement and understanding between you and NMS with respect to their subject matter and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between you and NMS with respect to their subject matter. This Agreement may not be modified or amended except by a written amendment signed by both you and NMS.
- This Agreement will be governed by and interpreted in accordance with the internal laws of the State of Washington, without regard to conflicts of laws principles.
- In the event of any controversy or claim arising out of or relating to this Agreement, or its breach or interpretation, the parties will submit to the exclusive jurisdiction of and venue in the Superior Court of Chelan County, Washington, and appeal courts therefrom. Each party waives all defenses of lack of personal jurisdiction and forum nonconveniens.
- If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement, that party's reasonable attorneys' and other experts' fees and expenses.

