

The J Group Ltd
o/a Peterson's Point Lake Lodge
TERMS AND CONDITIONS

For purposes of these Terms and Conditions, "Lodge packages" shall mean all activities, events and services provided, arranged, organized, sponsored or authorized by the J Group Ltd (operating as Peterson's Point Lake Lodge) at or around the lodge or any outpost, including without limitation: use of motorized vehicle (boat, quad or other) boating, canoeing; swimming; hiking; backpacking; fishing; backcountry travel, travel by power boats; use of safety equipment including personal floatation devices; orientation and instructional sessions; all transportation and travel to and from Peterson's Point Lake Lodge and any outpost; loading, unloading and travel by or movement in or around aircraft, vehicles, watercraft; and all related activities.

All references to The J Group Ltd, Peterson's Point Lake Lodge or "our", shall include the owners, directors, officers, employees, agents, representatives, instructors, guides (volunteer or employed), contractors, subcontractors, sponsors, successors and assigns.

Liability

By attending Peterson's Point Lake Lodge or any outpost of the Lodge, you are accepting certain risks. Your signed registration form together with the waiver of liability and release shall serve as a release of The J Group Ltd (operating as Peterson's Point Lake Lodge) from liability and a complete assumption of all risks by you and your heirs, administrator, executor, successors, and assign for all family members. By accepting our terms of service, you are acknowledging that you are aware that travel, wherever it may be, and by whatever means, involves some inherent risk of injury, illness, death, loss, or damage to personal property, which may be caused by acts of nature, negligence or actions of others.

In consideration of, and as part of the payment for your participation in Lodge packages, may be conducting, you are voluntarily releasing The J Group Ltd (operating as Peterson's Point Lake Lodge), their employees, assigns, independent contractors, or anyone involved thereof, from any damages, liabilities, costs, injuries whether mental or physical, known or unknown, and by participation you agree to assume all risks whether known or unknown, as further set out in the waiver of liability and release.

You also understand that while itineraries are carefully planned, they are not a guaranteed schedule of activities, events, or participation, but only a guideline and example. Lodge visitors must allow for flexibility and changes deemed necessary by The J Group Ltd. There may be situations beyond our control due to geographic, climatic, physical, or governmental restrictions that will cause further changes in timing, locations, and activities. Understanding this, you further agree that there will be no discounts or refunds for activities curtailed or otherwise affected by such circumstances.

You will be responsible for studying all pre-trip information; for bringing all equipment, personal items, and appropriate clothing; for conforming to standards of dress and hygiene; and for acting in a manner considerate of fellow visitors and The J Group Ltd, locations and environments. We reserve the right to cancel any activity and to accept or reject any person as a member of any activity.

Dispute Resolution

You agree to have any claim, controversy, or dispute relating to the enforcement or interpretation of this document or the waiver of liability and release or arising or relating to your registration, participation, or attendance at Peterson's Point Lake Lodge, submitted to the courts of the Northwest Territories.

Cancellations or Changes

While The J Group Ltd will make every attempt to operate a trip once confirmed, we do reserve the right to cancel or change a trip at any time due to insufficient bookings and/or reasons beyond our control that might create unsafe or undesirable travel conditions for the participants. In the case of reasons beyond our control, we may choose to reschedule the trip at a future date, or we may decide to issue you credit for a future trip, or a refund may be issued, less any non-refundable deposits we have paid on your behalf. No matter what, the financial liability of The J Group Ltd shall be limited to the amount paid to The J Group Ltd for the Lodge package only and shall not be extended to cover any other associated travel costs incurred (e.g. non-refundable air tickets, visa fees if applicable, clothing, equipment, miscellaneous transportation costs, medical expenses, travel insurance premiums, etc.). We reserve the right to refuse acceptance of any participant, for any reason, at any time. We are not responsible for any additional expenses incurred by participants.

Cancellation and Refund Policy

We understand that attending the Lodge requires advance commitment, and that events may arise in life that may force you to cancel. Based on the cancellation date, the following apply:

- Greater than 150 days before the Lodge package start date: full refund of any payments made, excluding non-refundable deposit.
- 150-91 days before the Lodge package start date: refund 25% of payments made, excluding non-refundable deposit.
- After June 1: As much as we'd like to provide a refund so close to your trip date, we are unable to do so. Instead, we invite you to find someone else to take your spot, if possible.

Notes:

- If we find another participant to fill your cancelled spot, the Lodge will consider a full or partial refund, less administration costs and dependent on the fees paid by a replacement participant. Any full or partial refund shall be in the sole discretion of the Lodge.
- Refunds will be made by the same method of the original payment or as agreed with you.

Use of Name and Likeness

We reserve the right to take photographs or videos during the operation of any workshop or part thereof and to use the resulting photography in whole or in part for promotional purposes, including, but not limited to: advertising and publicity both in print and electronic media. By booking a reservation with The J Group Ltd, participants agree to allow their images to be used in such photography; participants who prefer that their image not be used are asked to identify themselves to their tour leader at the commencement of their trip. We also reserve the right to use, in all or in part, any written reviews you may provide to us in our advertising and publicity both in print and electronic media.

Not Included

Air transportation and related fees (except as indicated in the package inclusions); trip extensions or activities noted as optional; gratuities, unless otherwise noted; passport and visa expenses; baggage/accident/cancellation/emergency medical evacuation insurance; personal expenses, such as laundry, telephone calls, meals (except as indicated); special beverages, such as pop, alcoholic beverages or other; taxes and any other items not specifically noted as included.

Travel Documentation

You are responsible for ensuring that you have the proper travel documents and immunizations. You should check with the respective consulate(s) or visa agencies to determine whether visas are required. Valid passports are required for international travel.

Insurance

Unless you are already covered under an existing policy, we recommend that you purchase travel insurance. Such insurance often provides coverage for losses suffered in the event of trip cancellation and interruption, travel delay, loss of baggage and travel documents, baggage delay, medical emergencies and accidental death.

Third-Party Services

You understand that we rely upon third party tour organizers, transportation providers, hotel operators and food providers to provide some services. All tickets, coupons, reservations, etc. are subject to the terms and conditions and other policies of the third-party service provider. We cannot control the actions of such third parties and do not assume responsibility for unanticipated events that may occur, including, without limitation, travel delays, lost luggage, cancellations, overbooking, and other reservation errors. You should build some flexibility into your schedule in case we need to extend the length of the trip or make other reasonable scheduling changes to accommodate unanticipated events such as travel delays, lost luggage, cancellations, overbooking and other reservation errors. You will not be entitled to a refund in the event of unanticipated events requiring scheduling changes. You further agree to hold us harmless from and against any liability for injury, death, damage, loss, accident, delay or irregularity that might occur in connection with any services provided by third parties.

June 2021