

Booking Policy, Private 1-Day Hiking/Sightseeing Tours



Lowest Price Guarantee

Smiley Fitness Retreats guarantees the lowest price for this tour on our site. If you find the same tour cheaper online up to 48 hours after your tour begins, we'll refund the difference.

Procedure:

1. Provide proof of the lower price you found.
2. Send an email to cat@smileyfitnessretreats.com with the documents, your name, and your mailing address.
3. We'll review your materials and contact you as soon as possible.
4. If everything checks out, we'll refund you the difference between the two prices.

Refund Terms & Conditions

The following conditions apply to all Lowest Price Guarantee refund requests:

- Smiley Fitness Retreats' Lowest Price Guarantee is available to any customer who makes a qualifying purchase through the Smiley Fitness Retreats website and mobile web sites. Qualifying purchase must include a minimum purchase of US\$20 (or equivalent).
- Smiley Fitness Retreats' Lowest Price Guarantee covers retail and prepaid rates available to the general public. This does not include discounts or promotions you may receive (or be eligible for) from third-party sites or special offers made as part of a membership program, corporate discount, daily deal, group or rewards program. Smiley Fitness Retreats promotions cannot be combined with the Lowest Price Guarantee.
- If you find a lower retail or prepaid rate for the same tour, offered on the same date and priced in the same currency as your original purchase, on any other website between the time you book on Smiley Fitness Retreats and 48 hours after your tour starts, you will be refunded the difference.
- Smiley Fitness Retreats reserves the right to verify details of the lower price where possible. All refund decisions will be made at sole discretion of Smiley Fitness Retreats.

Reserve Now & Pay Later

We'll reserve your spot today with a phone call or text message, and you can cancel up to two days before your experience without making a payment. Secure your spot with ease, stay flexible, and never miss out.

Procedure:

1. Call Cat with preferred dates. Secure space with her, without being locked in. You'll receive a confirmation text with these details.
2. Cat will reconfirm your trip a few days before the scheduled date, and if plans are still set, proceed with payment up to 48 hours in advance.
3. Ensure all members of the group are able to fill out the Par-Q form. You'll fill out yours when you sign up. This is to ensure at least one participant meets physical readiness.

Free Cancellation

Cancel at least 48 hours in advance of the start date of the experience by text message before paying your trip. Once you've paid your trip, it's 100% non-refundable.

Non-refundable Purchase Policy

Once paid, trip becomes non-refundable under any circumstances. This means full forfeiture of payment will occur if you cancel your trip for any reason after payment has been made.

Payment Due Policy

If payment is not made within 48 hours of the trip departure, your reservation will be automatically cancelled, and your spot may be given to another customer. We will contact you to let you know that payment has not been received before confirming cancellation, in case this is unintentional.

Par-Q Submission and Liability Waiver

Upon meeting your guide before the start of your tour, all participants must sign a liability waiver and completed Physical Activity Readiness Questionnaire (Par-Q). Failure to complete the Par-Q or to sign the liability waiver will result in exclusion from the tour without a refund. The liability waiver is attached to this document for your review, please share these docs with any group members who would like to see it prior to trip, available in this booking portal.

Tipping Policy

In Canada, 15-20% for services rendered is customary practice and is greatly appreciated by your guide who works to make your experience more enjoyable. Please budget this into your expenses and inform your group of this standard to ensure everyone is prepared with USD or CAD cash ready. We're unable to charge this to your credit card.

Photography

Your guide may take photos during your trip, which you can freely edit. We retain the rights to these images and may use them for marketing. Please credit us when sharing these images. Note, we're not professional photographers, so we can't guarantee image quality. Please inform your group about this.

By proceeding with the booking of this trip, you agree to the terms and conditions as outlined in this document.

SMILEY FITNESS RETREATS INC. - WAIVER OF LIABILITY

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the “Waiver of Liability”
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
*PLEASE READ CAREFULLY!***

INITIAL

Please Print

| | | | |
|--------------------------------|--------|-------------|----------------|
| Name | Last | First | Middle Initial |
| LIST ALL MINOR CHILDREN | | | |
| Address | Street | | |
| | City | Prov./State | Postal/ZipCode |

1. This Waiver of Liability is in favour of and enures to the benefit of Smiley Fitness Retreats Incorporated, and DBA Whistler Fitness Vacations (collectively hereafter defined for the purposes of this Waiver of Liability as “Smiley Fitness Retreats”).

2. By signing below, all participants in the above or any program, service or activity provided by Smiley Fitness Retreats agree and understand that:
 - a. the activities offered are active and athletic in nature; and
 - b. certain hazards and risks are inherent to the activities, programs and services provided by Smiley Fitness Retreats that cannot be eliminated without destroying the unique character of the activities.

3. Smiley Fitness Retreats will push the limits of participants’ abilities, including physical, mental and emotional limits, and are hereby contracted to do so. This cannot be eliminated without destroying the character of the program, activity or service. This poses further risks to participants and all participants voluntarily agree to assume associated risks.

4. In addition to the risks of the activities themselves, there are further inherent risks and hazards that could result in destruction, loss or damage to equipment, clothing, or other personal property or could result in personal injury or death; including, but not limited to:
 - a. acts of other participants (including the failure of other participants to follow instructions or obey rules);
 - b. negligence including acts or omissions by Smiley Fitness Retreats or its staff or assigns;
 - c. manufacturers’ defects or malfunctions in equipment;
 - d. weather conditions;
 - e. consumption of food or drink;
 - f. fire;
 - g. first aid; and
 - h. emergency treatment or other services provided.

5. It is a condition of all participants participating in any program, activity or service provided by Smiley Fitness Retreats that the undersigned understands and accepts that it is each participant’s responsibility to:

a. ensure he or she considers and understands the risks, dangers, hazards and potential harm inherent in any activity offered by Smiley Fitness Retreats; and

b. determine for him or herself on that basis whether he or she is fit (physically, emotionally, health-wise, or otherwise) to participate in any activity.

6. I, the undersigned, understand and accept that it is my responsibility to:

a. ensure I consider and understand the risks, dangers, hazards and potential harm inherent in any activity offered by Smiley Fitness Retreats; and

b. determine for myself on that basis whether I am fit (physically, emotionally, health-wise, or otherwise) to participate in any activity.

7. I hereby confirm that I am aware of and now freely accept the risks in connection with my participation in all programs or services offered by Smiley Fitness Retreats.

8. I hereby consent to participate in a program or service offered by Smiley Fitness Retreats, and do not rely upon any oral or written statements, promises or other communications made by Smiley Fitness Retreats, or otherwise communicated to me, other than as set out in this document.

9. This document will be exclusively governed by and interpreted in accordance with the laws of British Columbia, and any disputes pursuant to same shall be brought in the courts of British Columbia and the courts of British Columbia shall exercise sole and exclusive jurisdiction over any and all disputes arising from or connected with this agreement or the associated service, program or activity provided by Smiley Fitness Retreats, and no other court or adjudicative body in any other jurisdiction shall have jurisdiction to resolve disputes related to this document or a participant's participation in any service, program or activity provided by Smiley Fitness Retreats.

By signing below in order to participate in a Smiley Fitness Retreats program, you, the participant, agree to the terms and conditions set out in this document, and agree to attorn to the jurisdiction of the British Columbia Courts for this purpose.

I UNDERSTAND THAT NEGLIGENCE AS DEFINED IN THIS WAIVER OF LIABILITY INCLUDES FAILURE ON THE PART OF SMILEY FITNESS RETREATS INCORPORATED OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR ASSIGNS TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN ANY OF SMILEY FITNESS RETREATS PROGRAMS, ACTIVITIES OR SERVICES, INCLUDING, BUT NOT LIMITED TO, PHYSICAL PROGRAMS AND PROVISION OF OR THE INGESTION OF FOOD OR DRINK OR PROVISION OF ACCOMMODATIONS. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

I AGREE TO WAIVE ANY AND ALL LIABILITY ON THE PART OF SMILEY FITNESS RETREATS AND ANY OF HER OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS.

I HEREBY WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SMILEY FITNESS RETREATS INCORPORATED AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS FROM ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE ABOVE DESCRIBED PROGRAMS, SERVICES OR ACTIVITIES OR ARISING OUT OF OR IN CONNECTION WITH ANY FOOD, BEVERAGE OR ACCOMMODATIONS PROVIDED.

For the purposes of this Waiver of Liability, **“liability” means any and all claims, demands, actions and causes of action whatsoever that a participant or participant’s heirs or personal representatives may have against Smiley Fitness Retreats Incorporated** or its employees, agents, representatives, or assigns, because of accident, illness, injury or death that may be sustained by the participant during or by reason of the above programs, activities or services, or provision of accommodations or food or drink or for loss or damage to any property belonging to the participant occurring during or by reason of the above programs, activities or services or provision of accommodations or food or drink.

I UNDERSTAND I WILL BE REQUIRED TO AGREE TO TERMS UPON SIGNUP BY CHECKING THE 'I AGREE' BOX BEFORE PAYING A DEPOSIT. I ALSO UNDERSTAND AND AGREE THAT I WILL SIGN A PAPER COPY OF THIS WAIVER OF LIABILITY UPON ARRIVAL TO THE PROGRAM, ACTIVITY OR SERVICE.

(NOTE: The below must be completed on the ‘paper copy’ of this Waiver of Liability.)

SIGNED IN THE PRESENCE OF WITNESS:

Witness Signature

(PRINT NAME CLEARLY)

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SIGNATURE OF PARTICIPANT

(PRINT NAME CLEARLY)