

THESE TERMS OF SERVICE GOVERN THE CONTRACT FOR ACCOMMODATIONS AND OTHER SERVICES BETWEEN THE GUEST AND SYRIDGE GLAMPING LTD. PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

BY USING THE SKYRIDGE WEBSITE, OR BY OTHERWISE MAKING A RESERVATION WITH SKYRIDGE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF SERVICE.

Table of Contents

**1. DEFINITIONS .....2**

**2. ACCOUNT REGISTRATION.....3**

**3. TRAVEL AGENTS .....4**

**4. RATES, PAYMENT, AND LIABILITY FOR DAMAGE .....4**

**5. CREDIT CARD PROCESSING .....5**

**6. CURRENCY AND LOCAL TIME .....5**

**7. CANCELLATION.....6**

**8. PET POLICY.....7**

**9. SPECIAL REQUESTS .....7**

**10. PERSONS WITH DISABILITIES.....8**

**11. ROOM AND RESORT CHANGES.....8**

**12. CHECK-IN AND CHECK-OUT .....8**

**13. ACCURACY OF INFORMATION .....8**

**14. COMPLIANCE WITH LOCAL AND OTHER LAWS .....9**

**15. ASSIGNMENT OF TERMS .....9**

<b>16. MODIFICATION OR AMENDMENT OF TERMS .....</b>	<b>9</b>
<b>17. NO WAIVER AND SEVERABILITY .....</b>	<b>10</b>
<b>18. PARKING .....</b>	<b>10</b>
<b>19. NOTICE.....</b>	<b>10</b>
<b>20. LIMITATION OF LIABILITY .....</b>	<b>11</b>
<b>21. RELEASE, WAIVER, AND INDEMNITY.....</b>	<b>11</b>
<b>22. FORCE MAJEURE.....</b>	<b>12</b>
<b>23. ENTIRE AGREEMENT .....</b>	<b>13</b>
<b>24. GOVERNING LAW .....</b>	<b>13</b>
<b>25. LANGUAGE.....</b>	<b>13</b>

## 1. Definitions

In these Terms of Service, unless the context otherwise requires:

1. **“Accommodation”** means a room or other accommodations, including any private, public or common area or space to which a Guest may be provided access at or by the Resort;
2. **“Additional Services”** means services other than the Accommodation which may be offered or provided to the Guest by the Resort for an additional fee at the discretion of Skyridge;
3. **“Arrival”** means the Guest’s actual arrival at the Resort for the start of their Reservation;
4. **“Skyridge”** means Skyridge Glamping Ltd., including any subsidiaries or affiliates thereof;
5. **“Skyridge Account”** has the meaning ascribed to it in section 2;
6. **“Skyridge Customer Service”** means services available via telephone, email, internet chat service or other communication method by which Skyridge communicates with a Guest, or proposed guest of the Resort, in respect of a Reservation or otherwise;
7. **“Skyridge Website”** means the internet website(s) through which information about the Resort may be obtained or through which Reservations may be made or modified in respect of the Resort;

8. “**Damage Claim**” has the meaning ascribed to it in section 4;
9. “**Guest**” or “**you**” means, collectively and individually, you, anyone travelling with you, the person who made the Reservation, any person named in the Reservation Confirmation, or any person who you invite to the Resort whether or not such person is using any Accommodation, as the case may be;
10. “**Guest Access**” has the meaning ascribed to it in section 2;
11. “**Payment Processor**” has the meaning ascribed to it in section 5;
12. “**Reservation**” means a booking to rent, for a specified period, or Accommodation;
13. “**Reservation Confirmation**” means the written confirmation provided to the Guest by Skyridge in respect of a reservation upon booking and full payment of the Reservation Price; such Reservation Confirmation may be provided to the Guest via email, fax or through the Skyridge Website;
14. “**Reservation Price**” has the meaning ascribed to it in section 4;
15. “**Skyridge Glamping**” or “**Resort**” means Skyridge Glamping Ltd., Kananaskis Village, TOLOKO.
16. “**Scheduled Arrival**” means 4:00 pm on the first day of the Reservation, as set out in the Reservation Confirmation;
17. “**Security Deposit**” has the meaning ascribed to it in section 4;
18. “**Service Provider**” has the meaning ascribed to it in section 19; and
19. “**Terms**” means these Terms of Service.

## 2. Account Registration

1. In order to access certain features of the Skyridge Website, you must register to create an account (“**Skyridge Account**”). Certain features of the Skyridge Website, including making and viewing reservations, may be accessed without creating a Skyridge Account and by providing necessary information as a guest (“**Guest Access**”).
2. Your Skyridge Account will be created for your use of the Skyridge Website based upon the personal information you provide to us. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Skyridge reserves the right to suspend or terminate your Skyridge Account and your access to the Skyridge Website if you create more than one Skyridge Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms.
3. When creating your Skyridge Account, you will be required to create a username and password. You are responsible for safeguarding your username and password at all times. You agree that you will not disclose your username or password created when registering for a Skyridge Account to any third party.
4. Unless expressly authorized by Skyridge, you are not permitted to share your Skyridge Account with anyone or allow others to access or use your Skyridge Account. You agree that

you will take sole responsibility for any activities or actions taken under your Skyridge Account, whether or not you have authorized such activities or actions. You will immediately notify Skyridge of any unauthorized use of your Skyridge Account.

### 3. Travel Agents

1. Any travel agent or other service provider (collectively a “**travel agent**”) used by Guest to make a Reservation is, for all purposes, the Guest’s agent.
2. Neither Skyridge nor the Resort shall be liable for any representations made by the Guest’s travel agent.
3. No travel agent acts for Skyridge or has the authority to modify or waive these Terms in any way, in whole or in part.

### 4. Rates, Payment, and Liability for Damage

1. For non-refundable pre-paid reservations full payment must be paid by credit card at time of booking. Skyridge reserves the right to cancel your Reservation if full payment is not received at the time a Reservation is made. For flexible non-pre-paid reservations full payment must be paid by credit card 72 hours prior to check-in. Skyridge reserves the right to cancel your Reservation if full payment is not received.
2. All rates are subject to change at Skyridge’s discretion until the full cost of the reservation for Accommodation and any other fees (collectively, the “**Reservation Price**”) are paid in full.
3. All rates are subject to change at any time due to the imposition of taxes or other government charges or other reasons or events beyond Skyridge’s control. Skyridge may reissue an invoice for any reservation to reflect any such changes, or to correct any error in the computation of the Reservation Price.
4. All costs for travel to and from the Resort, entry visas, passports, health certificates and items or services of a personal nature (including, but not limited to: laundry; meals; alcoholic beverages; spa services; internet access; telephone calls; faxes; gratuities; or, special services) not otherwise specified in the Reservation Confirmation or purchased as an Additional Service is not included in your Reservation or the Reservation Price.
5. As a Guest, you are responsible for leaving the Accommodation (including any property located at an Accommodation) in the condition it was in at Arrival. You acknowledge and agree that you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation.
6. In the event that Skyridge claims and provides evidence of damage (which, for the purpose of this Article 4, includes loss or theft) to Skyridge property (“**Damage Claim**”) to the Guest, including but not limited to photographs or a written statement of a Skyridge or Resort employee, you agree to pay the cost of repairing or replacing the damaged property.

7. If you or any Guest agrees to pay Skyridge in connection with a Damage Claim, or if Skyridge determines, in its sole discretion, that a Guest is responsible for damaging an Accommodation or any personal or other property located at, or associated with, an Accommodation or the Resort, Skyridge will collect any such costs from you and/or against the Security Deposit. Skyridge also reserves the right to otherwise collect payment from you and pursue any remedies available to Skyridge in this regard in situations in which a Guest has been determined, in Skyridge's sole discretion, to have damaged, or to be otherwise liable for damage to, any Accommodation or any personal or other property located at an Accommodation or the Resort.
8. Provided the Guest has not caused any damage to the Resort or otherwise incurred any charges or liability in respect of the Guest's stay at the Resort, Skyridge will refund the full Security Deposit to the Guest within 48 hours of the end of the Reservation or the Guest's actual departure from the Resort, whichever is later. Terms, conditions and policies in respect of such a deposit will be explained to you upon check-in or by contacting Skyridge Customer Service prior to Arrival.

## 5. Credit Card Processing

1. Your use of your credit card number to apply payment in respect of the Reservation Price indicates your acceptance of and compliance with these Terms, whether or not you have actually signed the appropriate credit card slip or any other document.
2. Skyridge may use a third-party payment processor (a "**Payment Processor**") for the purpose of charging the Reservation Price, any adjustments or any refunds to or from the credit card you provide at the time a Reservation is made. In order to allow the Payment Processor to complete such transaction certain information about you and your Reservation may be provided to the Payment Processor. Such information may include but is not limited to: your name; address; phone number; credit card number, expiration date, security code and other particulars; and the Reservation Price. You hereby consent to the disclosure of any required information to the Payment Processor, including in respect of any dispute or investigation that may be initiated by you, the Payment Processor, Skyridge or the issuer of the credit card.

## 6. Currency and Local Time

1. Unless otherwise expressly indicated, all rates, prices and other amounts are quoted in Canadian funds.
2. Any reference to time or date is the local time at the property booked.
3. For the purpose of computing time, a day means 24 full hours.

## 7. Cancellation

1. For cancellation by Guest, cancellation charges depend on when Skyridge receives notice of the cancellation (a "**cancellation notice**"). Minimum cancellation charges are as follows:
  - For non-refundable pre-paid reservations the booking cannot be amended or refunded. 100% of the Reservation Price will be retained by Skyridge.
  - For flexible non-pre-paid reservations, the booking can be cancelled or changed up to 72 hours prior to arrival at no cost to the Guest.
  
1. In order to receive a refund of a Reservation Price, in whole or in part, if applicable or available, Guest must request and receive written confirmation of cancellation from the Skyridge Website, or via email if the cancellation is made through Skyridge Customer Service.
2. Any cancellation charges outlined in these Terms or otherwise charged to the Guest are liquidated damages and not a penalty.
3. Refunds for Additional Services may be subject to additional restrictions, as indicated in the Reservation Confirmation or as indicated at the time any Additional Services are booked.
4. No reimbursements or refunds will be issued for unused travel services or any component of the Reservation or any Additional Services, except in accordance with these Terms.
5. Refunds are not granted for bookings cancelled due to inclement weather or illness, unless otherwise cancelled and eligible for a refund in accordance with these Terms.
6. No refunds or adjustments will be granted if a sale or otherwise reduced price is advertised after a Reservation is confirmed.
7. If the price of Accommodation is displayed incorrectly on the Skyridge Website or otherwise in Skyridge's reservation system or if the Reservation Price was incorrectly displayed, provided, quoted or charged by Skyridge, Skyridge reserves the right to cancel the Reservation at the incorrect price anytime prior to check-in. If a refund is owed to the guest, it will be processed within 7 business days.
8. In the event that Skyridge or the Resort is unable to honour your Reservation, Skyridge will refund the full Reservation Price, but will not be liable for any cost incurred due to relocation or otherwise, directly or indirectly, as a result of such inability of the Resort to provide Accommodations. Alternatively, Skyridge may substitute accommodation of equal or greater quality, including at a location other than the Resort, at Skyridge's discretion.
9. If you do not check-in for the first night of your reservation but plan to check-in for subsequent nights of the Reservation, you must confirm your intention to arrive late with Skyridge no later than the day of your Scheduled Arrival to prevent cancellation of the whole Reservation. If you do not confirm such late check-in with Skyridge, the whole Reservation may be cancelled and no refund will be provided (except for the Security Deposit).
10. All requested changes to Reservations, including upgrades or changes to the name of the registered guest(s), are subject to Skyridge's sole discretion. Any changes must be approved in writing by Skyridge. Changes are subject to additional charges or adjustment to

the Reservation Price. Such changes to the Reservation Price will be communicated to the Guest by Skyridge prior to any charges to the Guest or the Reservation Price are made.

11. Skyridge will contact you at Skyridge's earliest convenience to notify you if there are any changes to your Reservation.
12. Any refunds or credits will be made to the original method of payment, or by such other method that Skyridge determines, in its sole discretion.

## 8. Pet Policy

Skyridge prides itself on its ability to offer its guests the convenience of traveling with their pets. When making a reservation, guests must notify Skyridge whether pets (maximum of two) will be present during their stay to ensure they can be accommodated accordingly.

1. There are limited pet-friendly units and these specific units are the only ones that are able to accommodate pets. If a pet is found in a non-pet-friendly room, due to lack of notification by the guest, a fine of \$250/night will be charged to the guest.
2. The guest is responsible for any damage incurred by their pet(s) during their stay and charges will be applied to the reservation upon checkout. Additional cleaning required for excessive mess from pet waste, pet feeding, coat shedding, paw marks on carpet/furniture or the likes, will incur a cleaning fee up to any amount incurred for deep cleaning.
3. Pets must be fully house trained and leashed whilst on the property. Pets are not allowed on furniture, bedding or carpeted areas of the property. Pets are not to be bathed in bathrooms.
4. If pets are to be left alone in the property they must be placed in a kennel or carrier.
5. Any disturbances, such as barking, must be curtailed immediately to avoid inconveniencing neighboring guests of the property. If lost revenue results from disturbing other guests the owner will be responsible for reimbursement.
6. Guests are fully responsible, morally and financially, for any and all damages and/or personal injuries resulting from their pet's presence during their stay.
7. Guests agree to indemnify and hold harmless the property, its owners and its operators from all liability and damage suffered as a result of the pet's presence.
8. Resort Management reserves the right to perform room inspections during your stay.

## 9. Special Requests

Skyridge cannot guarantee that it will satisfy special requests (including, but not limited to, requests for specific units or units locations, adjoining units or bed sizes.). Skyridge is not responsible if such requests are not honoured or accommodated.

## 10. Persons with Disabilities

1. Skyridge cannot guarantee that all areas of the Resort or the Accommodations are barrier free, wheelchair accessible, or otherwise accessible by persons with physical or other disabilities.
2. Neither the Reservation nor the Reservation Price includes any services that may be required as a result of any physical or other disability.
3. Guests with physical or other disabilities must contact Skyridge prior to making a Reservation to ensure that the Resort is able to accommodate the respective Guest's disability and to determine if accessible or suitable accommodations are available for such Guest.
4. Guests travelling with equipment that have unusual electrical or other requirements, and those Guests travelling with service animals, are requested to contact Skyridge Customer Service prior to making a reservation to ensure that the Guest can be fully and properly accommodated.

## 11. Room and Resort Changes

1. Skyridge may, for any reason, at any time, and without prior notice, substitute Resort and/or Accommodations for accommodations of equal or greater value than those specified in the Reservation Confirmation, including at a location other than the Resort, if necessary at Skyridge's discretion. Skyridge shall not be liable for any loss or additional cost to Guest caused by such substitution.
2. Occupancy of any Accommodations is limited to the number of people specified in the Reservation Confirmation. Skyridge reserves the right to limit the number of people that may stay in any room or other Accommodation.

## 12. Check-in and Check-out

The usual check-in time for the Resort is 4:00 pm and the usual check-out time is 11:00 am, regardless of your arrival or departure times.

## 13. Accuracy of Information

1. Skyridge will make every effort to ensure that the information about the Resort, Accommodations, Additional Services and any other information described on the Skyridge Website or obtained from Skyridge Customer Service is current and accurate. In the event if any such information is found to be inaccurate, Skyridge is not responsible for any such inaccuracy or omission.



2. Resort and Accommodation information, including photographs, contained on the Skyridge Website or otherwise provided by Skyridge Customer Service is provided as a guideline only and not a guarantee that everything is exactly as depicted.
3. Prices or other information could be different when visiting the Skyridge Website or contacting Skyridge Customer Service at different times, including on the same date.

## 14. Compliance with Local and Other Laws

The Guest is responsible for knowing, obeying and complying with the laws and regulations of Canada, Alberta and Kananaskis as they apply to the Guest's stay in Kananaskis and at the Resort. Neither Skyridge nor any Resort staff has any duty to inform or warn Guest about any laws or regulations.

## 15. Assignment of Terms

You may not assign or transfer these Terms, by operation of law or otherwise, without Skyridge's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Skyridge may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

## 16. Modification or Amendment of Terms

1. Skyridge reserves the right, at its sole discretion, to modify the Skyridge Website, any Additional Services or Accommodation, or to modify these Terms, including in respect of fees, policies and prices, at any time and without prior notice.
2. If Skyridge modifies these Terms, we will post the modification on the Skyridge Website and/or provide you notice of the modification by email. Skyridge will also update the date at the top of these Terms.
3. Changes to the Terms will be effective at the time of posting to the Skyridge Website.
4. Your continued access or use of the Skyridge Website, or your use of the Accommodations, the Resort or Additional Services, will constitute your acceptance of such modified Terms.
5. If such modified Terms contain material changes applicable to an existing Reservation (by decreasing your rights, increasing your responsibilities or otherwise changing a fundamental term of a Reservation or your use of the Accommodations, the Additional Services or the Resort), Skyridge will attempt to provide you with notice prior to the changes taking effect.
6. If the modified Terms are not acceptable to you, your only recourse is to cease using the Skyridge Website and to cancel your Reservation in accordance with these Terms. If you do

not cancel your Reservation and close your Skyridge Account (if you have one) you will be deemed to have accepted the modified Terms in full.

## 17. No Waiver and Severability

1. The failure of Skyridge to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.
2. The waiver of any right or provision of these Terms will be effective only if in writing and signed by a duly authorized representative of Skyridge.
3. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
4. If any term or condition or any portion of the Terms is held invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect, and, if possible, the portion(s) found unenforceable will be construed in a manner consistent with the remaining portions.

## 18. Parking

1. Skyridge will aim to provide a minimum of one complimentary parking space per reservation. Only authorized vehicles are permitted on the premises and we cannot guarantee the availability of parking.
2. Vehicles shall not block entrance, emergency exits, or exit of other drivers from parking area. Parking pass should be displayed in the vehicle while using the parking facility.
3. Breaches of regulation may conclude in vehicle removal or removal of access rights to parking area.
4. Skyridge shall not be liable for any damaged/lost vehicles/goods of the vehicle owner.
5. Skyridge has the right to pursue any claims of Damage to property and/or goods and/ or lives claim caused by the vehicle owner while using the car park.

## 19. Notice

1. Any notices or other communications to the Guest permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Skyridge to the Guest via the email, postal address or phone number that you provide or by posting such information to the Skyridge Website.
2. Written notice or any claim against Skyridge must be addressed as indicated below and received by Skyridge no later than 14 days of the end of the Reservation. Send notice or claim to: 2-100 Prospect Heights, Canmore, AB, T1W2X8.

## 20. Limitation of Liability

1. **SKYRIDGE'S LIABILITY FOR ANY LOSS, DAMAGE OR INJURY, WHETHER TO PROPERTY, PHYSICAL OR MENTAL, ARISING FROM ITS OWN ACTS, OMISSIONS OR NEGLIGENCE, IS LIMITED TO THE RESERVATION PRICE (LESS THE SECURITY DEPOSIT) THAT YOU PAID TO SKYRIDGE FOR THE RESERVATION WITH RESPECT TO WHICH YOU ARE CLAIMING.**
2. You agree to indemnify and save harmless Skyridge against any liability, actions (including legal fees), claims, losses, costs and damages, which Skyridge may incur, sustain or pay arising out of or in connection with the customer's negligent or intentional act or omission, in relation to any incident alleged to have occurred in relation to Accommodations, the Resort, Additional Services, or other services provided by Skyridge.
3. Skyridge assumes no responsibility for any claim, loss, damage, cost or expense arising out of personal injury, accident or death, loss, damage, delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any of the following:
  - the act of omission of any third party including suppliers, vendors or Service Providers;
  - sickness, death, theft, labour dispute, mechanical breakdown, quarantine, government actions, weather, or any other cause beyond our direct control;
  - your failure to obtain the documentation required for your travel to the Resort such as passports, visas, and certificates;
  - your failure to follow instructions provided by Skyridge on the Reservation Confirmation, the Skyridge Website, through Skyridge Customer Service, or otherwise; or cancellation or change of the Reservation for any reason, except as provided in these Terms.

## 21. Release, Waiver, and Indemnity

1. Any optional and/or physical activity that you choose to undertake at the Resort, as a result of your voluntary purchase of an optional tour, excursion or activity inside or outside of the Resort, including but not limited to Additional Services, may inherently create a risk of personal injury, death, loss or damage to you and/or your personal possessions.
2. You hereby expressly agree to assume the entire risk of any and all such injury, death, loss or damage which you may suffer during or arising out of your participation in such optional tour, excursion or activity, or Additional Services, howsoever caused.
3. Skyridge may make arrangements with independent contractors ("**Service Providers**") to provide services in connection with optional tours, excursions, activities or Additional Services. Skyridge exercises great care in choosing its Service Providers but does not have control over them and therefore cannot accept responsibility for, nor can be held liable for,

any acts or omissions or negligence of the Service Providers, their employees, servants, agents, subcontractors or unrelated third parties.

4. Skyridge has installed video recording technology in public locations, such as lobbies, walkways, and parking areas, for the safety of its employees and visitors.
5. Some Service Providers may not be agents or employees of Skyridge, notwithstanding their use of any signage or clothing which may contain the name "Skyridge" or other related trade names or logos. Moreover, these optional tours, excursions and activities are subject to conditions and limitations imposed by such Service Providers as well as any applicable laws.
6. You hereby release, discharge and indemnify Skyridge from any and all liability or claims of any nature arising out of or in relation to any loss, damage, death, injury or illness whether physical or mental, resulting from any delay, substitution of equipment, or any act, omission or negligence of Service Providers, their employees, servants, agents, subcontractors or unrelated third parties resulting from or arising out of any optional tours, excursions, activities or Additional Services in which you voluntarily participate and/or any optional tour, excursion, activity or Additional Services arranged at the request and/or cost of any Guest, whether booked prior to Arrival or while at the Resort, and you agree to accept all risks associated therewith. You hereby expressly waive any claim against Skyridge for any cause of action or liability arising out of or related to the actions, omissions, or negligence of any person or party other than Skyridge. Furthermore, you understand and agree that you forever discharge and indemnify Skyridge from any and all claims of any nature arising out of or related to any optional tours, excursions, activities or Additional Services, and agree to assume all risks associated therewith.
7. Regardless of Skyridge's liability, any incidents, including injuries, service cancellation or problem, or any dissatisfaction must be reported to Skyridge as soon as possible to allow Skyridge an opportunity to provide assistance, investigate, and to otherwise obtain and secure evidence.

## 22. Force Majeure

1. Skyridge and/or its suppliers and contracts cannot assume liability for any loss, damage or injury of any nature in whole or in part resulting from an act of God or any other force majeure condition including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, flood, water or power shortages or failures, tropical storms or hurricanes, avalanche, road closures, riots or civil commotions or disturbances and any other acts of similar nature, sabotage, arrests, strikes or other labour disruptions, restraints of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories or warnings or alerts of any kind or nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to the Resort or its facilities or any other factor unforeseen by Skyridge that impacts negatively on or hampers its ability to fulfill any of its contractual conditions. In the event that any of these conditions

apply, Skyridge shall be excused, discharged and released from its liability and performance to the extent such performance is so limited or prevented, without liability of any kind.

2. A refund will not be granted where cancellation of a Reservation must be made by Skyridge or a Guest for any force majeure.

## 23. Entire Agreement

1. Except as they may be supplemented by a document referenced and incorporated herein or by additional Skyridge policies, guidelines, standards, or terms for the Resort or for a specific Accommodation product, feature, service, Additional Services or offering, these Terms constitute the entire and exclusive understanding and agreement between you and Skyridge regarding the booking and modification of a Reservation, the use of the Accommodations, and the use of the Resort or Accommodations pursuant to any Reservation made through the Skyridge Website or by way of Skyridge Customer Service.
2. These Terms supersede and replace any and all prior oral or written understandings or agreements between you and Skyridge regarding Reservations, the Resort or Accommodations, including, but not limited to: any advertising or promotional materials; communication of any kind in respect of Skyridge, the Resort, Accommodations, Additional Services or Reservations; or any communication with Skyridge Customer Service or through the Skyridge website to the extent of any inconsistency.
3. You agree that Skyridge's Privacy Policy (as may be updated from time to time) apply to Skyridge's collection and use of your personal information.
4. You agree that Skyridge's Website Terms and Conditions (as may be updated from time to time) governs your use of the Skyridge Website.

## 24. Governing Law

1. These Terms are to be interpreted and governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein and are to be treated in all respects as an Alberta contract.
2. Any and all disputes arising under these Terms, whether as to interpretation, performance or otherwise, are subject to the exclusive jurisdiction of the courts of the Province of Alberta. You hereby irrevocably submit and attorn to the jurisdiction of the Courts of the Province of Alberta.

## 25. Language

*Les parties aux présentes ont exigés que la présente convention ainsi que tous les documents et avis qui s'y rattachent et/ou qui en découleront soient rédigés en la langue anglaise.*

The parties hereto have required that these Terms and all documents and notices resulting here from be communicated only in English.