

SNOW TOUR QUEBEC, LLC

Quad Tour Quebec – A Little Dirt Won't Hurt Ya!

Trip Selected (Circle one):

1. Upper Laurentians ATV/UTV Saddlebag Trip – Start Point Mekoos Lodge: August 2 – August 9, 2025
2. Gaspe Peninsula ATV/UTV Saddlebag Trip – Start Point Grande Nature Village: August 30 – September 6, 2025

Estimated Cost of Trips (U.S. Dollars):

- Upper Laurentians Saddlebag Trip (includes breakfasts and dinners) - \$1,750 per Participant for double occupancy rooms/\$2,000 per Participant for single occupancy rooms.
- Gaspe Peninsula Saddlebag Trip (does not include breakfasts and dinners) - \$1,225 per Participant for double occupancy rooms/\$1,500 per Participant for single occupancy rooms.

Date of trip _____

Participant Information (Each Participant must separately complete a registration form):

Participant's Name _____

Participant's Group (if riding together with others) _____

Participant's Address _____

Participant's Phone Numbers: Cell _____; Home _____

Participant's Email _____

Room Preference:

_____ Double Room / Name of Roommate _____

_____ Single Room (additional \$ per day)

Emergency Contact Information – List someone who is not going on the trip with you

Emergency Contact Name _____

Relationship to Participant _____

Emergency Contact Address _____

Emergency Contact Phone Number(s) _____

Emergency Contact Email _____

Important information:

It is important that each Participant purchase their own Travel Insurance, even if you don't need to protect the cost of your trip. Travel insurance provides emergency medical and emergency transportation benefits while you are in Canada, and provides protection for emergency medical and transportation expenses that your American health insurance, including Medicare, will not cover while you are traveling outside of the United States. _____ Participant initial here

You are participating in an ATV/UTV adventure trip offered by Snow Tour Quebec, LLC ("STQ") with risks and uncertainties, including but not limited to; poor weather conditions, terrain and trail conditions, mechanical malfunction of the equipment and unforeseen events both natural and man-made. _____ Participant initial here

STQ's trip guide has the right to determine, in his or her sole discretion, that a Participant's equipment breakdown, physical illness, physical injury or medical condition renders them unable to continue with the trip. Participant agrees that, in such event, the trip guide will finish the trip with the remaining members of the group and without Participant. Participant also agrees that there are no refunds in this event and that he or she is responsible for the costs of returning to the point of origin.

_____Participant initial here

STQ may cancel a trip due to conditions or events and issue a refund to Participants. STQ may shorten a trip due to conditions or events and issue a partial refund Participants. STQ may extend a trip due to conditions or events, and the Participant agrees to pay STQ the daily rate for additional day/days. _____Participant initial here

Alcohol and Narcotics – STQ has a zero-tolerance policy for consuming alcohol or narcotics while operating an ATV/UTV. If you violate our zero-tolerance policy at any time, you will have, without further notice from STQ, automatically removed yourself from the tour. _____Participant initial here

Terms and Conditions:

1. *Please note: Each Participant must be able to gain legal entry into Canada. Participant is not entitled to a refund from STQ if Participant is denied entry into Canada for any reason.*^{1,2}
2. *Each Participant must be at least 18 years old. Saddle-bag trips provided by STQ are for experienced ATV/UTV riders only. Each Participant on STQ's saddle bag trips will be expected to ride for at least eight hours a day, every day of the trip. Daily rides average between 75 and 150 miles, depending on terrain and conditions.*
3. *The price you pay to STQ for your ATV/UTV trip includes the following:*
 - *Upper Laurentians Saddlebag Trip - a guide for each day of the trip, hotel accommodations (single or double occupancy as selected above) that have been arranged by STQ for each day of the trip, and breakfast and dinner as provided by each hotel as part of the accommodation package. The Participant is separately responsible for paying for the following during the ATV/UTV trip: gasoline for your ATV/UTV; lunches; and the cost for any incidentals or beverages (including alcoholic beverages) purchased. Tips for your guide at the end of the trip are greatly appreciated, but are not required.*
 - *Gaspé Peninsula Saddlebag Trip - a guide for each day of the trip, and hotel accommodations (single or double occupancy as selected above) that have been arranged by STQ for each day of the trip. Hotel accommodations for this trip do not include breakfast or dinner. STQ has lowered its price of this trip to reflect that the Participant will be solely responsible for the cost of his or her breakfast and dinner at each hotel. The Participant is separately responsible for paying for the following during the ATV/UTV trip: gasoline for your ATV/UTV; lunches; and the cost for any incidentals or beverages (including alcoholic beverages) purchased. Tips for your guide at the end of the trip are greatly appreciated, but are not required.*

¹ For instance, a criminal conviction including DUI within last 10 years may result in denied entry into Canada.

² Detailed explanations of Canada's COVID-19 requirements to enter and stay in Canada can be found at <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19/splash-arrivecan.html>. Refer to the website to see any change in requirements imposed by Canada.

4. Participant is responsible for providing his or her own ATV or UTV, as well as safety gear (helmets, gloves, protective eyewear, footwear and clothing), for Participant's use during the trip. Participants and their ATVs and UTVs must comply with the size, weight, and safety equipment/safety gear requirements for Canadian trail systems (e.g., maximum width 66 inches; maximum weight 2,100 pounds; mirrors and safety gear noted above). Additionally, each Participant is separately responsible for arranging and paying for his or her own transportation to the Quebec starting point-of-origin designated for the trip, as well as obtaining the mandatory Quebec Trail Permit covering the days of Participant's trip.
5. Each Participant must comply with STQ's policies concerning ATV/UTV requirements, safety gear, trip planning, and daily riding schedules, which are explained on STQ's website (snowtourquebec.com and/or quadtourquebec.com) and incorporated herein by reference.
6. Price and Cancellation - Unless otherwise arranged, each trip will be limited to ten ATV/UTV vehicles. Based on current estimates, the average projected final price each Participant will pay to STQ for the trip is between \$1,225 and \$2,000 U.S. Dollars ("USD") (depending on trip and double/single occupancy selection and exclusive of the costs and expenses for which the Participant is personally responsible). However, the exchange rate of the U.S. - Canadian dollar, and the available hotel accommodation packages (including availability of meal packages and whether the participants elect single or double occupancy in hotel rooms) are factors in determining the final cost of the trip. As such, the final cost of each trip is subject to adjustment; Participant agrees to pay such final cost as provided for in this contract. **A non-refundable deposit of \$300.00 USD per Participant is required to reserve each place on a trip. The non-refundable deposit and Participant's fully completed and signed Trip Registration Form should be sent to STQ at the address listed below. The full payment is due 30 days prior to departure. Participant agrees that his or her failure to pay the full payment to STQ when due will result in Participant's loss of the non-refundable deposit and the loss of Participant's reserved place on the trip.**

Cancellation Policy -

Days prior to departure

Any

29 – 15 days

14 – 0 days

Cancellation fee

\$300.00 (the non-refundable deposit)

Entire cost of trip (credit offered*)

Entire cost of trip (no credit)

* A Credit of 80% of the price paid to STQ, less the non-refundable deposit, may be applied to a future trip if taken by Participant within one year of the date of cancellation.

Cancellations **must** be sent by email to www.snowtourquebec@gmail.com

Send payments and Trip Registration Form to:

Snow Tour Quebec, LLC,

2743 Bittersweet Drive

Fluvanna, NY 14701, USA

Extension Policy - In the event that a trip is extended due to conditions or events, the Participant agrees to pay STQ daily for each additional day.

7. Participant must initial, sign and return to STQ, at the address listed above, the attached Participation Agreement, Release and Assumption of Risk Form, as well as the attached Waiver of Liability Relating to Coronavirus/COVID-19 form, at the time Participant sends their \$300 non-refundable deposit to STQ. If Participant has not returned such documents to STQ by the due date for Participant's full payment for the trip, STQ may deem such failure to be a cancellation of the trip by the Participant and subject to the cancellation policy specified above.
8. The terms and conditions of this written agreement between Participant and STQ represent the entire agreement between the parties and cannot be orally modified. No purported modification this contract is binding on STQ unless it is set forth in a written document signed by the Participant and STQ.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature _____

Print name _____

Date _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Snow Tour Quebec, LLC, a Pennsylvania Limited Liability Company, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "STQ"), I hereby agree to release, discharge, indemnify and hold harmless STQ, on behalf of myself, my spouse, my children, my parents, and my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that operating ATVs and/or UTVs entails known risks, as well as unanticipated or unknown risks, that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. _____ *Participant initial here*

These risks include, among other things: riding on uneven, rough, rutted, muddy, dusty, rocky, steep or mountainous terrain; riding in, through or crossing water holes, creeks/streams or other large man-made or natural waterways; changing trail conditions and variations in elevations; loss of control of the ATV/UTV; falls from or rollovers of the ATV/UTV onto land or into water; collision with other ATVs/UTVs, participants, trees, rocks, and other man-made or natural obstacles; exposure to the elements, extreme temperatures, inclement weather and encounters with animals and wildlife; burns; mechanical and/or equipment problems; and unavailability of immediate medical attention in case of injury. _____ *Participant initial here*

Furthermore, the persons acting for or on behalf of STQ have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of or misjudge a Participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. _____ *Participant initial here*

2. I certify that I am over 18 years of age and that I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this ATV/UTV trip is purely voluntary, and I elect to participate in spite of the risks. _____ *Participant initial here*

3. I certify that I have been informed that it is important to purchase my own Travel Insurance, even if I don't need to protect the cost of my trip. I understand that travel insurance provides emergency medical and emergency transportation benefits while I am in Canada, and provides protection for emergency medical and transportation expenses that my American health insurance, including Medicare, will not cover while I am traveling outside of the United States. _____ *Participant initial here*

4. I certify I have adequate insurance to cover any illness, injury or damage I may cause or suffer, or else I agree to bear the costs of such illness, injury or damage myself. I further agree that I will assume the risk of any medical or physical illness or condition I may have, as well as any medical or physical illness or condition I may develop during the trip or as a result of my participation in this activity. This certification and assumption of risk specifically includes, but is not limited to, being exposed to, contracting and/or transmitting COVID-19 or any other contagious disease. _____ *Participant initial here*

5. On behalf of myself, my spouse, my children, my parents, and my heirs, assigns, personal representative and estate, I hereby voluntarily waive, release, forever discharge, and agree to indemnify and hold harmless STQ from any and all claims, demands, or causes of action, which are based upon, arise out of, or are in any way connected with this activity, my participation in the ATV/UTV trip, and/ or my use of STQ's services, equipment or facilities, including any such claims which allege negligent acts or omissions of STQ. _____ *Participant initial here*

6. If STQ or anyone acting on its behalf incurs attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. _____ *Participant initial here*

7. If I file a lawsuit against STQ, or anyone acting on its behalf, I agree to do so solely in Chautauqua County, New York, and I further agree that the substantive law of Pennsylvania shall apply to any and all claims and/or defenses asserted in that action without regard to the conflict of law rules of Pennsylvania. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. _____ *Participant initial here*

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right, as well as the rights of my spouse, my children, my parents, and my heirs, assigns, personal representatives and estate, to maintain a lawsuit against STQ on the basis of any claim from which I have released them herein.

_____ *Participant initial here*

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant:

Signature _____

Print name _____

Address _____

Date _____

WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

COVID-19 was declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Snow Tour Quebec, LLC, a Pennsylvania Limited Liability Company, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "STQ") cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing STQ's services and participating in the ATV/UTV trip you have selected. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize STQ's services and participate in this trip, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to utilize STQ's services and participate in the ATV/UTV trip I have selected. These services and participation are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to use STQ's services and participate in the ATV/UTV trip I have selected.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right, as well as the rights of my spouse, my children, my parents, and my heirs, assigns, personal representatives and estate, to bring suit against STQ in connection with exposure, infection, and/or spread of COVID-19 related to utilizing STQ's services and participating in the ATV/UTV trip I have selected. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the substantive law of Pennsylvania shall apply without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature of Participant:

Signature _____

Print name _____

Address _____

Date_____