

UTAH CHALET HOLIDAYS BOOKING TERMS AND CONDITIONS

The following booking terms and conditions (the "Agreement") form the basis of your holiday contract with Utah Chalet Holidays, LLC, a Utah limited liability company. Utah Chalet Holidays is referred to throughout this Agreement as "us," "our" and "we." You, as the rental guest(s) and person(s) reserving the holiday contemplated herein, are referred to throughout this Agreement as "you," "yours" and "they." This Agreement sets out the respective rights and obligations of the respective parties to this Agreement, and you should read them carefully.

1. Making your booking.

To make your booking, you must complete our booking form. This must be signed by the party leader (who must be at least 18 years of age) on behalf of all persons named on the booking form confirming your acceptance of these booking terms and conditions. The party leader will be responsible for all payments due with respect to the arrangements purchased. Once we have received your booking reservation enquiry, the booking will be held for you for five (5) calendar days. The booking form must then be forwarded to us together with a payment of fifty percent (50%) of the total charge of the holiday package per person in U.S. Dollars (not including bank charges) to secure the booking. If booking five (5) weeks or less before departure, full payment must be made at the time of booking. Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a booking confirmation letter and invoice. The confirmation letter will include any special arrangements we have agreed to provide and it shall form part of your holiday contract. The letter will also include the final date by which full payment must be made. Failure to settle the required balance by this date could cause you to lose your booking and any deposit paid (see paragraph 7 below). Please check the confirmation letter and invoice carefully as soon as you receive it and raise any queries immediately. In addition, we strongly advise that you take out appropriate insurance coverage at the time you make your booking (for more information, see paragraph 4 below).

2. Your contract.

A binding contract between us comes into existence when we dispatch our confirmation letter and invoice to you. This contract and all matters arising out of it are governed by United States law. In the unlikely event that any dispute arises between us, we both agree that such dispute and this Agreement will be dealt with and governed by the courts of the United States, and specifically, shall be interpreted and subject to the jurisdiction of the laws of the State of Utah, and the courts of Summit County, Utah.

2.1 Other conditions.

(a) The reservation for your holiday is for quiet vacation accommodations with applicable services (such as chalet services, ski hosting, ski passes, etc.). Parties, receptions, events, and gatherings of any kind are strictly prohibited unless prior written approval for such event is obtained from us.

(b) The names of all guests staying at the property must be provided to us at the time the booking is made. Any additional guests must be approved by us in writing prior to arrival. We will not provide verbal confirmation for additional guests. Any additional guests beyond those initially identified by you and not added by you and approved by us in writing prior to arrival are not permitted and will result in a fee of \$100 per night, above and beyond the standard weekly charge/pricing for a guest.

(c) Up to two (2) vehicles may be parked on the property at any one time. Parking is limited to the designated areas for the property and any tickets or fines incurred for illegal or unauthorized parking, and any expenses arising therefrom shall be your sole responsibility.

(d) Use of the properties rented by us is subject to local noise ordinances. Therefore, loud amplified music is not allowed. Noise complaints are subject to local law enforcement intervention. Law enforcement intervention for any reason whatsoever will be deemed a breach of this Agreement and we may cancel this Agreement, in our sole and absolute discretion upon such an occurrence

3. Payment.

As mentioned in paragraph 1 above, a payment of fifty percent (50%) of the total cost of the holiday package per person in U.S. Dollars (not including bank charges) must be made before we can confirm your holiday. For bookings made five (5) weeks or less before departure, full payment is required at the time of booking. We must receive the balance of the total holiday package price per person not less than two (2) weeks prior to your arrival. After we have dispatched your confirmation letter and invoice, no further remainders will be sent. If your payment is not received by us in full and on time, we reserve the right to treat your booking as cancelled by you. In this case, the cancellation policy set out in paragraph 7 will apply. You may pay by check (drawn on a U.S. bank), in cash (U.S. Dollars), or by most credit/debit/charge cards (a charge of 1% will be added for all credit card payments). Payments made by credit card will be taken in U.S. Dollars and the exchange rate will be taken as the commercial exchange rate on the day of booking confirmation as specified by www.x-rates.com. We take no responsibility, and will not be liable for any differences in the exchange rate offered to you by your card company. If any check is dishonored, we reserve the right to assess a fee of one hundred U.S. Dollars (\$100.00) to cover the cost of any associated administrative expenses. ...

3.1 Child prices.

For the purposes of this Agreement, a child is defined as a person thirteen (13) years of age or younger ("Child" or "Children"); an adult is defined as a person fourteen (14) years of age or older ("Adult"). Accordingly, a Child shall be entitled to a 20% discount on the full advertised Adult price only if: 1) a Child shares a room with another Child; or 2) a Child shares a room with two Adults.

3.2 Cardholder responsibilities.

Please bear in mind that although only one of you will sign this Agreement, many of you will go on holiday with other family members, friends, and other additional parties. Therefore, as a matter of necessity, we will hold the person signing this Agreement or the person signing our credit card authorization form, responsible for the prompt and full payment of all deposits, payments, rents, service charges, and any other related expenses or costs contemplated by this Agreement.

Please inform us if the cardholder will not be participating in the holiday prior to making a reservation. In the event that payment is to be made by credit card, and the credit card holder is not the person signing this Agreement, then certain documents from the credit card holder must be completed and received by us prior to your arrival. Accordingly, the cardholder must sign/provide: any credit card receipts, an authorization form giving us permission to make additional charges on the card as necessary; copies of the credit card (front and back); and a copy of one form of government issued photo identification of the cardholder.

4. Insurance.

You must be adequately insured for your holiday. Pursuant to paragraph 1, we strongly advise that you take out all necessary, required, and additional travel insurance at the time that you make your booking. If you decide not to take out the insurance we offer through _____ (which we strongly advise should be taken out at the time of booking by clicking on the link), you must, within thirty (30) days of booking, provide us with written details of your alternative insurance policy (which must offer at least comparable coverage to the policy and coverage limits that we require.. In addition, you must provide us with written confirmation that that you will not require our policy, that your policy offers equivalent coverage, and that you

indemnify us from any claim whatsoever resulting from your decision to provide your own insurance coverage. It is your responsibility to ensure the insurance coverage you purchase (whether it is the policy we offer or another one), is suitable and adequate for your particular requirements. Please be aware that pregnancy and other health related conditions may affect your insurance coverage. Please ensure that you read your insurance policy document as soon as you receive it and that you take your insurance policy document on your holiday with you. If you decide not to obtain travel insurance, you must complete our waiver of insurance form and return the form to us along with your initial deposit.

5. The cost of your holiday arrangements.

We reserve the right to increase or decrease the prices of any unsold arrangement, holiday package, or accommodations at any time prior to the final confirmation of your booking for your arrangement, holiday package, or accommodation. At the time of booking, you will be given the correct current price of your chosen arrangement, holiday package, or accommodation, and upon making your booking, you will be deemed to have accepted and to be fully responsible for the price of your arrangements, holiday package, or accommodations. Upon final confirmation of your booking, we will guarantee not to increase the price of, or add any surcharges to, any existing and agreed upon booked and confirmed arrangements. However, please be advised that this guarantee does not cover any changes to your arrangement, holiday package, or accommodation made by you that may add to the facilities or services you receive and which may involve additional costs. In addition, costs charged by certain carriers/providers with whom you have a separate contract, even if arranged by and through us, may be subject to additional surcharges, such as ski hire, transportation, babysitting, massage, spa services, dining, etc. We assume no liability for such surcharges and we will not pay any compensation, or refund any portion of the cost related to your original arrangement, holiday package, or accommodation.

6. Changes by you.

Should you wish to make any changes to your arrangements after they have been confirmed, you must advise us in writing of such desired change. Whilst we will endeavor to assist you in this regard, we cannot guarantee that we will be able to meet any or all such requests. Any alterations made by you to the existing booking, with the exception of additional guests in accordance with paragraph 2.1, or additional services otherwise agreed to by us, will be deemed to be a cancellation and the charges set out in paragraph 7 will apply. Furthermore, even approved additions or changes may require you to pay associated administrative charges incurred in connection with such additions or changes, and you agree, by accepting the terms of this contract, to pay such administrative charges. Moreover, changes of any outward and/or return date of holiday travel shall be treated as a cancellation and re-booking and the cancellation/re-booking provisions of paragraph 7 shall apply. Any changes made to a booking after confirmation has been issued will be assessed a \$150.00 service fee. Acceptance of any change is subject to approval by both the owner of the property and us.

7. Cancellation by you.

Cancellation after confirmation of booking, which includes your decision not to stay at a property upon arrival, results in forfeiture of any and all collected money, including without limitation, deposits and amounts paid for rental of the property, according to the schedule set forth below. Collected money is not otherwise refundable, except as set forth below, unless the Property becomes unfit for habitation or no equivalent substitute can be obtained. However, in the event of a cancellation for any reason, if a portion of the rental is re-booked at the same rate, a pro-rata refund will be made to you for those dates re-booked. Again, to protect against cancellations caused by certain unforeseen events, including illness, we **strongly** recommend and advise that you purchase travel insurance to ensure refunds of any deposits paid.

Cancellations and refunding of payments will be handled as follows:

(a) If a reservation is cancelled more than 120 days prior to the arrival date, we will refund 95% of your payment;

(b) If a reservation is cancelled less than 120 days but more than 90 days prior to the arrival date, we will refund 75% of your payment;

(c) If a reservation is cancelled less than 90 days but more than 75 days prior to the arrival date, we will refund 50% of your payment;

(d) If a reservation is cancelled less than 75 days but more than 60 days prior to the arrival date, we will refund 25% of your payment; and

(e) If a reservation is cancelled 60 days or less prior to the arrival date, you will not be entitled to any refund.

In addition to the cancellation policy, we reserve the right to pass on any charges made by the suppliers of any services booked by us on your behalf. Depending on the reason for cancellation, you may be able to reclaim these charges under the terms of your travel insurance policy.

8. Alterations and/or cancellations by us.

We reserve the right to make alterations to any marketing and promotional materials, including our website and holiday details before and after booking have been confirmed. In the event of a significant alteration to your holiday details or the services that we have previously agreed to provide, you may accept to cancel the holiday and receive a full refund. We shall pay no additional compensation to you in any cancellation circumstance whatsoever.

Very rarely, it may be necessary to cancel a confirmed holiday. We reserve the right to do so and if such cancellation occurs, you shall receive a full refund of all monies paid. We accept no legal liability for such cancellation and we shall not pay any additional compensation whatsoever.

Additionally, we may be forced to curtail your holiday after the date of departure where circumstances amounting to "Force Majeure" occur as defined in paragraph 9 below. In this very unusual situation, we regret that we cannot give refunds (except where refunds are made from a supplier), meet any of your costs or expenses that you may incur as a result, or pay any additional compensation.

9. Force Majeure.

"Force Majeure" means any event which we, or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events beyond and outside of our control.

However, lack of snowfall does not constitute a "Force Majeure" event and any cancellations by you due to lack of snowfall are only refundable according to the schedule of cancellation set forth above.

We do not accept liability, will not provide refunds, and will not pay any additional compensation where the performance or prompt performance of any of our contractual obligations under this Agreement are prevented or affected by "Force Majeure."

10. Our liability to you.

We accept responsibility for ensuring that all parts of our contract with you are performed properly subject to the following exceptions. We cannot and will not accept liability where failure to perform, the improper performance, or negligence in the performance of our contractual obligations is due to:

1. The act(s) and/or omission(s) of person(s) affected or any member of their party, or those of a third party and/or third party service provider (such as independent contractors, chalet girls, ski guides and hosts), including acts or omissions which were unforeseeable or unavoidable;

2. An event which either we or a supplier of the services in question could not have foreseen or forestalled even with all due care; and

3. Activities with Utah Chalet Holidays, LLC, its managers, members, agents, independent contractors, employees and designees. If you carry out any activity with one of our managers, members, agents, independent contractors, employees, or designees, we cannot and will not take responsibility for injuries you may incur, however caused. At all times, you must use your own judgment based on your ability, and all activities you undertake on your holiday are AT YOUR OWN RISK, and you understand and agree that taking part in snow-related activities can be hazardous and presents a risk of physical injury or even death. By agreeing to the terms set forth herein, you and each of your holiday guests understand, acknowledge and agree, that the risks associated with your participation in any activities with us, our managers, members, agents, independent contractors, employees, and designees, known or unknown, inherent or otherwise, may include, falling, marked and unmarked obstacles, slick and uneven walking surfaces covered with ice and snow, varying weather and surface conditions, diminished visibility, rugged mountain terrain, variation in terrain, bumps, stumps, forest growth, downed timber, rocks of various sizes, strenuous activity, high altitude, collision, drills, exercises, free skiing, failure of protective barriers and fencing, sharing ski area facilities and activity venues with people directly involved and/or not directly involved in the activities, who may or may not be competent to handle your physical limitations while participating in the activities.

4. Every effort has been made to assure our descriptions and photographs of the properties are accurate; however, we cannot be held responsible for changes made by owners in furnishings and equipment. Our properties are very well maintained and clean, but understand that the management and maintenance of these properties are complex and may experience a wide variety of breakdowns or changes beyond our control. As an example, from time to time, we may have trouble with utilities that are beyond our control. We will do what we can to get utility companies to respond quickly and they are usually very responsive.

Please know that every effort will be made to remedy unpleasing situations and to correct any problems you may experience in as timely a manner as possible. You can expect a courteous and professional attitude to problem solving, however, additional compensation cannot and will not be issued due to malfunctioning equipment, appliances, utility, or other problems which may arise that are beyond our control.

11. Complaints.

We will make every effort to ensure that your holiday meets and hopefully exceeds your expectations. In the event you have any reason to complain whilst on holiday with us, you should immediately notify a member of our staff. By raising complaints early, we can often deal with them quickly so the rest of your holiday can continue to your satisfaction. If you are still dissatisfied after your initial complaint, please ask your holiday contact person to speak with Julie Keller, the manager of Utah Chalet Holidays, LLC. If you feel that your complaint has not been handled in a satisfactory manner, please contact us in writing within thirty (30) days from the end of your holiday with full details of your complaint, and the reason for your dissatisfaction.

12. Conditions of suppliers.

Please note that many of the services included with your holiday package are provided subject to the conditions of the relevant supplier. Some of these conditions may limit or exclude the supplier's liability to you, usually in accordance with the appropriate international conventions.

13. Availability of accommodations.

You hereby acknowledge, understand and agree that properties are available for rent on a first-come, first-served basis. You further acknowledge, understand and agree that the owner of a particular property retains the right to sell their property at any time. In the event the accommodation you chose is sold by the owner prior to your holiday, we will use our best efforts to provide you with a substitute accommodation of equal or greater value as determined in our sole discretion. In the unlikely event, that we are unable to procure substitute accommodations of equal or greater value, this Agreement shall be cancelled and terminated, and we shall refund all payment made by you. Thereafter, we shall not have any liability or obligations arising out of the unavailability of the property and/or your travel arrangements to Park City, Utah.

14. Right to enter property.

Although we will use our best efforts to limit any entry into the property and/or potential showing of the property to prospective buyers during your holiday, in the event that it becomes necessary to enter the property, we will give you 24 hours advance notice of such entry.

15. Special requests.

If you have a special request, please clearly note it on your booking form or if after booking, make it known in writing to us. Special requests are not binding, however, we will make every effort to accommodate you whenever possible. Therefore, failure to meet any special request will not constitute a breach of this Agreement on our part. If we undertake to pass on requests to suppliers or other service providers (such as ski schools, transportation companies, etc), we cannot guarantee such requests will be met even if we have confirmed that they have been passed on.

16. Notification of medical condition required. If you have any medical condition or disability which may affect your holiday, you must advise us in writing at the time of booking giving full detail of such condition. If we reasonably feel unable to properly accommodate your particular needs, we must reserve the right to decline your booking, or cancel it when we find out the details if you fail to provide them at the time of booking.

17. Delay.

We accept no responsibility for delays in any of the various modes of transportation used for your trip to and from Park City, Utah. Furthermore, we are not in the position and do not have either the means or capacity to assist you in the event of any delays associated with your transportation arrangements related to either the incoming or outgoing portions of your trip.

18. Client liability.**18.1 Damage.**

When you book a holiday with us, you accept responsibility for any damage or loss caused by you or any member of your party. Please immediately inform us of any damage to the property upon its occurrence and of any charges you incur when you incur them so that we may try to resolve any issues prior to your departure. A security deposit is not required for the properties to cover damages to and/or loss of items from the property, long distance telephone calls not billed to credit cards or a third party, and/or excessive cleaning (as determined by us upon your departure). However, whether or not you notify us of damages and/or charges incurred by you, you hereby authorize us to charge your credit card on file with us for any such items (including without limitation, long distance phone calls, unpaid expenses incurred for service rendered to you, damaged or missing property) without your prior acknowledgment and approval, for amounts up to Five Thousand Dollars (\$5,000). In the event damage to the property exceeds \$5,000 in any particular instance during your stay, you are solely responsible for such damage, and you are required to remit any amounts billed to you for such damage within thirty (30) days of receiving an invoice detailing such damage. In the event you do not pay for such damage as outlined above, we reserve the right to take all necessary action against you,

including without limitation, all necessary legal action to restore the property damages, or any items missing from the property, and to seek restitution for any and all charges incurred by you.

18.2 Indemnification.

If you fail to pay for any damage or loss caused by you or any member of your party, you hereby agree to indemnify us against any and all claims (subsequently made against us as a result of your actions) including any associated legal costs arising from such claims. You also hereby agree to reimburse us for any legal costs incurred by us in defending any such claims.

18.3 Considerate behavior, no smoking and other guest responsibilities.

We expect all of our clients to be considerate of neighboring property owners and/or guests, our staff, and the employees of companies with which we have contracted to provide services on your behalf. If, in our reasonable opinion you or any member of your party behave in such a way as to cause or to be likely to cause distress, danger or extreme annoyance to any third party (including other clients and staff) or damage to property, we reserve the right to terminate this Agreement as it relates to the person concerned without notice and ask them to leave the premises. In this situation, our responsibilities toward that person (including any return transportation arrangements) will immediately cease and we will not be responsible for any costs or expenses they may incur as a result. We will not make any refunds or pay any compensation to the individual involved or to members of his/her party or associates wishing to curtail their holiday as a result.

Please note that for the comfort and enjoyment of all of our guests, and out of courtesy to the property owners, we adhere to a strict **NO SMOKING** policy in all of our properties. If in our sole and absolute discretion we determine that this No Smoking policy has been breached by any member or your party, or by any guest of any member of your party, we will immediately and without notice charge the credit card for which you have provided us with authorization in the amount of one thousand (\$1,000) U.S. Dollars in order to cover the cost of deep cleaning and deodorizing the Property.

You further hereby acknowledge, understand, and agree that:

(a) The property shall be left in the same condition upon departure as at arrival, normal wear and tear excepted.

(b) You may not sublet or assign this Agreement or rental of the property.

(c) You may only cook in areas specifically designated for cooking in the Property.

(d) You are liable for all acts of your family, friends, invitees, employees, and other persons invited onto the property by you.

(e) You are responsible for the return of all keys and door openers (including garage door openers) upon departure. The loss of any keys and/or door openers subject you to a charge for lock replacement and key replacement.

(f) You may not bring any pets onto the property.

(g) You understand, acknowledge and accept that we cannot guarantee that adjacent properties will be free from construction or other disturbances. We will inform you should we learn of any such construction or other work or plans scheduled for the dates of your holiday. Any inconvenience caused by construction must be communicated to us during your stay and upon such notice, in our sole and absolute discretion, we will determine if and in what amount any refund may be due to you.

(h) You understand that the State of Utah and the Park City area commonly experience an extreme winter climate that can include ice, snow, high altitude and other environmental risks. It is your responsibility to ensure that all members of your party will take appropriate precautions for their own safety while entering and leaving the property as snow and ice accumulations are a common concern. The steps, entryways, and sidewalks may not be shoveled and ice may not be removed at times during your stay. In the event these areas are snow and/or ice covered, you must be cautious and you will be responsible for any and all injuries sustained due to such conditions. We will not be responsible for any injuries resulting from the dangers and risks attendant to a winter environment.

(i) It is customary to remove your shoes prior to entering one of our properties. It is your responsibility to remove any stains or damage done to carpets and upholstery due to your failure to remove your shoes.

(j) You shall not permit any use of the hot tub by unsupervised children or other guests and you shall keep (and/or replace) the hot tub cover on the hot tub at all times when not in use. You use the hot tub and surrounding areas at your own risk.

(k) You further understand, acknowledge, and agree that there are certain risks inherent to persons and property located in Park City, Utah. You acknowledge that the owner of the property would not rent this property unless you accepted these conditions and assume these risks.

19. Passports, visas, and health requirements.

We cannot accept any liability if you are refused entry onto a flight or into any country due to failure on your part to obtain the correct traveling documents, including a passport, visa, or other documents required by any airline or governmental authority. Such requirements may change and you should check the up-to-date position with the passport office, your doctor, and any other necessary authorities in advance of your departure. Before traveling, you are advised to check with your own doctor for your own medical requirements to ensure that your health and condition will allow you to travel and to fully participate in a ski holiday.

20. Services.

20.1 Accompanied skiing.

Ski hosting/accompaniment may be provided as a service to our clients. This service DOES NOT form any part of your holiday contract or the initial cost of your holiday. This service may not be available on every day of your holiday, and may not be available upon request on specific days of your holiday even when requested in advance. This service may be offered to you by us at our discretion, and depending upon whether a ski host is available, which resort your group intends to ski, and the skiing ability level of members of your group individually, or the skiing ability level of the group as a whole. We reserve the right to withdraw this service at any time, and should this service be withdrawn, you hereby acknowledge, understand, and agree that we will not be held responsible for the withdrawal of such service, that we incur no liability to you for the withdrawal of this service, and that you are not entitled to any refund or additional compensation in the event that this service is not made available to you at any time during or throughout the entirety of your holiday. Furthermore, all of our clients ski AT THEIR OWN RISK. Neither we nor our independent contractor ski hosts shall be held responsible for any accidents or injuries sustained while skiing, however caused.

20.2 Chalet Minibus service.

A complimentary chalet minibus service may be provided as a service to our clients. This service DOES NOT form any part of your holiday contract or the initial cost of your holiday. This service may not be available on every day of your holiday, and may not be available upon request on specific days of your holiday even when requested in advance. We may offer this service to

you at our discretion, and depending upon whether the minibus is available and which resort your group intends to ski. We reserve the right to withdraw this service at any time, and should this service be withdrawn, you hereby acknowledge, understand, and agree that we will not be held responsible for the withdrawal of such service, that we incur no liability to you for the withdrawal of this service, and that you are not entitled to any refund or additional compensation in the event that this service is not made available to you at any time during or throughout the entirety of your holiday. This service is designed to take you to and collect you from prearranged starting and finishing points at the beginning and the end of your ski days. We reserve the right to withdraw this service should a situation arise where such withdrawal is warranted or necessary (in our sole and absolute discretion). Transportation to ski areas outside of Summit County, Utah may be made available to you during your stay, and if made available shall be charged as an additional service to you and will not be included in the complimentary chalet minibus service, or in the initial cost of your holiday.

20.3 Chalet Services.

If you choose our chalet services as part of your holiday, included in the price is accommodation for seven (7) nights, or fourteen (14) nights (as applicable), breakfast, teatime and dinner for your party, six (6) days a week. Chalet staff receive one day off and can help arrange a restaurant for your evening meal. A complimentary bar of tea, coffee, soft drinks, and wine is offered throughout the week. Please be aware that holiday package prices do not include travel, ski passes, ski hire, ski lessons, ski equipment, transport, insurance, or any meals taken out of the chalet. If we arrange any services that are not included in our holiday packages, we reserve the right to charge a small administration fee for making such arrangements.

20.4 Housekeeping.

Our housekeeping service includes the making of beds, light cleaning and emptying of trash on a daily basis. Additional housekeeping services are available upon request for additional charges.

21. Resort prices.

Any prices quoted to you by us for any holiday activities, including but not limited to, equipment hire, instruction, ski passes, and transportation are as accurate as possible at the time of publication on our website and in our promotional materials. However, in the event that these prices should change between the time of booking and your arrival, we cannot accept and do not accept responsibility for any change in prices. Any increase in the cost of such services or activities for which you have already paid will be passed on to you if you choose to continue with such services or activities.

22. Miscellaneous.

22.1 Claims/Controversies.

If any claim, controversy or dispute that arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct negotiation between the parties, the parties agree to settle their dispute through the legal system and utilizing the laws of the State of Utah, and the laws of the United States of America. If this Agreement is cancelled for any reason, you no longer have the right to stay at the property. However, this Agreement remains a legally binding contract and you hereby agree that the cancellation and no refund policy and other applicable sections of the terms and conditions of this Agreement remain in full force and effect.

22.2 Severability.

If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending

provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

22.3 Acting as agent and limited liability.

In certain instances, we may act only as marketing agent for the owners, suppliers, and contractors providing accommodations, transportation, and services to you. Under no circumstances shall we, our managing agents, owners of properties and/or their respective employees be responsible for any loss, damage, expense claims or injury direct, indirect, consequential or otherwise caused or incurred, whether arising in contract, or otherwise in law or equity, as a result of rendering of the services or accommodations as described in this Agreement or as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the services or accommodations arranged by us. Additionally, we, our managing agents, property owners and/or their respective employees shall not be responsible for theft or damage of personal property and no refunds will be given for any such occurrences. You and any member of your group are hereby advised not to leave personal articles in locked vehicle, even in the trunk; to always lock your vehicle; to always secure the property; and to always secure your valuables. If renting skis, vehicles or other equipment, you are strongly encouraged to obtain additional insurance that provides adequate protection in the event of damage or theft arising out of such activities.