



HAINES BOROUGH
P.O. BOX 1209, HAINES, AK 99827

COMMERCIAL TOUR PERMIT APPLICATION

[Check ALL of the type(s) of permit(s) you are applying for]

- Commercial Tour (CT) Special Event (SE)
 Helicopter Skiing (HSK) Port Chilkoot Dock Parking (PCDK)

Applicant's Name (Tour Operator): Stellar Adventure Travel LLC		Name and title of authorized agent completing the application: Reggie Crist, Owner and Operator of Stellar Adventure Travel LLC	
Applicant's Mailing Address: PO Box 1572 Ketchum, ID 83340	Applicant Street Address: 215 Picabo Street, Unit 102 Ketchum, ID 83340	Agent's Mailing Address: PO Box 1572 Ketchum, ID 83340	Agent's Street Address: 356 Warm Springs Rd, Ketchum ID 83340
Applicant's phone number: 208-720-5171	Applicant's FAX Number:	Agent's phone number: 208-720-5171	Emergency contact: Laura Crist, 208-720-3471
Email Address: reggie@stellaradventuretravel.com		Website: stellaradventuretravel.com	
Brief description of the nature of the business represented: Stellar Adventure Travel, LLC, (SAT), is a Limited Liability Company that specializes in customizing high-end adventures worldwide by leveraging personal relationships that have been built over decades. Stellar has a proven track record for providing safe guided ski experiences worldwide in locations such as Japan, Chile, Argentina, and Alaska.			
Location of Commercial Passenger Vehicle Storage if Different than Company Street Address: (if applicable)			
Do you want to add a new activity, operate in an unpermitted area, and/or increase your tour capacity? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		You must explain ALL tour(s) old and new as an attachment to this form to comply with HBC 5.18.030. New commercial tours, expansion of existing tours, and requests for special ski events <u>outside</u> defined heliski areas require a public hearing before the borough assembly.	

Important PLEASE READ BEFORE SIGNING

I am authorized to apply on behalf of this company, and I agree to abide by the Haines Borough Code regulations appropriate to the permit(s) I am applying for. On behalf of the Applicant, I hereby agree to indemnify, defend and hold the Haines Borough harmless from any and all claims for injury or damage to persons or property suffered in connection with the permitted activities unless such injury or damage is caused by the gross negligence of the Haines Borough. I also authorize the borough to verify all sales tax, real property tax, permit fees and business registration are paid current as of the application date.

Reggie Crist
Applicant's Signature

Dec 23, 2021
Date of Application

**Please include the following information and attachments with this form:
as applicable to the requested permit(s)**

<p>REQUIRED:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Appropriate permit fee(s) per HBC 5.18.025 <ul style="list-style-type: none"> <input checked="" type="checkbox"/> \$250 Commercial Tour (CT)/ Helicopter Skiing Permit (HSK) (permits issued will be valid for <u>2</u> years) <input type="checkbox"/> Special Event Fee TBD by Manager <input type="checkbox"/> \$10/25 Port Chilkoot Dock Parking Permit (per vehicle) <input checked="" type="checkbox"/> Complete contact information for <u>all</u> company principals and the operations manager(s) and/or event organizers. Explain any felony convictions of any company principals within the past five years (if applicable). See operations plan <input checked="" type="checkbox"/> All location(s) where the tour(s) or event will be offered (including a Map) See operations plan <input checked="" type="checkbox"/> Detailed explanation of activities, guide/client ratio, routes/locations, schedule, stops, days/hours of operation, estimated number of participants/customers, expected spectators (for events) See operations plan <input checked="" type="checkbox"/> Current safety, operating plan, & COVID Mitigation Plan 	<p>REQUIRED:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Copy of current Alaska State Business License <input checked="" type="checkbox"/> Broker's certificate of \$500,000 of commercial general liability insurance. All certificates must <u>name the Haines Borough as additional insured</u>. (required for all permits) <p>IF APPLICABLE:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Proof of Worker's Compensation Insurance in progress <input checked="" type="checkbox"/> Copies of federal, state, and local land-use permits (BLM, DNR, etc.) <input type="checkbox"/> skier day allocation requested for the season (HSK permit). N/A anymore <p><u>PC Dock Parking Permit (PCDK) (additional requirements)</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Fully completed <i>Inventory of Vehicles</i> to be permitted. <input type="checkbox"/> Broker's certificate of \$500,000 of auto insurance & listing of insured vehicles. All certificates must <u>name the Haines Borough as additional insured</u>.
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Details of event(s) or tour activities: (**Important:** This section is **not optional**. This information must be provided in detail **even if the tour/event is not new per HBC 5.18.030.**) Please provide the following information attaching additional documentation such as maps and marketing materials, as needed to fully describe the event/activity you seek a permit for.

Planned Tour Season Start: February 1 **Planned Season End Date:** May 3

Max # of Customers per tour: 5 **# of Tours per day:** 3 **Estimated annual customers:** 100

Special Events: Requested Event Period (start & end): _____
Estimated Participants (Crew, Talent, Attendees, etc. for Special Event): _____
Estimated Number of spectators _____ Estimated Number of Out-of-Town Guests _____

List of all Company Principals (please include names and contact information for all principals as well as an explanation of any felony convictions within the past five years. Attach information if more space is needed.):
Reggie Crist, Owner + Operator
Reggie@stellaradventuretravel.com 208-720-5171 No Felonies

Map of Location of Tour(s)/Event(s) or Tour(s) Attached (please mark all proposed loading, stopping, unloading/staging areas, routes, flight paths, etc.). **See Operations Plan**

Primary Activities Offered: Heli Skiing

Description of Tour Activities/Event(s) (Please attach description of EACH Tour.

Other Permits Required (attach permits) See attached DNR permit, and past BLM film permit

I have read and agree to be bound by the Operator's Code of Conduct.

If I use the PC Dock, I have read and understand the rules and procedures outlined in the PC Dock Operating Plan and agree to be bound by the same.

Helicopter Skiing and Helicopter-related SE Permits: **Name and Address of Helicopter Company**
Temsko Helicopters. (907) 983-2900. skg_reservations@temscoair.com. Address: 901 Terminal Way, Skagway, AK 99840, United States
Reference: Kelly Healey, Pilot and Operations Manager, kelly_healy@temscoair.com

**** Please remember to complete your annual reporting by November 1 per HBC 5.18.056****

===== *Office Use Only Below This Line* =====

Required Approvals from: _____ Tourism Director _____ Police Chief _____ Harbormaster

All required attachments and fees received ---> (Must be checked before hearing can be conducted or permit issued.)

Date of Public Hearing, if any 1/11/22

Permit(s) Approved _____ Denied _____ Effective Date _____ Expiration: _____

Reason for Denial/Comments/Conditions: _____

Borough Clerk (or Designee) Title of Designee Date Signed

PERMITS ISSUED: #CT-_____ #PCDK-_____ #HSK-_____ #SE-_____



OPERATIONS & SAFETY PLAN

- 1. Business Information**
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1. Business Information

Stellar Adventure Travel, LLC, (SAT), is a Limited Liability Company that specializes in customizing high-end adventures worldwide by leveraging personal relationships that have been built over decades. We take pride in returning to our favorite locations year after year. Our philosophy as stated on our website, StellarAdventureTravel.com is that, 'there is no substitute for local knowledge, and we go where we know.' Stellar has a proven track record for providing safe guided ski experiences worldwide in locations such as Japan, Chile, Argentina, and Alaska.

FOOTNOTE: In 2016, SAT founded Stellar Alaska Mountain Guides LLC, a business that owned and operated special use permits for helicopter & snowmobile ski guiding in Haines for 3 seasons. SAT currently holds a permit to operate helicopter skiing from the state of Alaska Department of Natural Resources (Business license #2094573 attached) since 2019.

2. Operating Season

Our season typically starts March 1 and runs for 6 weeks ending April 15. Our goal is to operate whenever weather allows. We average 3 to 4 days per week between the hours of 9am to 5pm (based on Haines Borough regulations). Stellar is currently applying for a Haines Borough Commercial Heli Ski permit in addition to a BLM permit for the Haines Block. If granted these two permits, we estimate that we will serve 100 guests in total for the 2022 season.

3. Staffing

Stellar Lead Guides: Each lead guide must have over 10 years of helicopter ski guiding experience in Haines as well as the minimum requirements stated above. Any lead guide acting as an avalanche forecaster must have Avalanche Pro 2 certification.

Stellar Guides: Each guide must have a minimum of; 80 Hour medical training certification (ie-Wilderness First Responder), First Aid/CPR, Avalanche Pro 1 as well as a minimum of 2 years of tail guiding and helicopter operational experience.

Business Manager: Stellar has one business manager who is in charge of all client logistics, accounting, and marketing. This includes all pre-season work such as fielding all questions and inquiries, invoicing and billing of clients, organizing travel itineraries, and making sure all systems are in place to run the operation. In addition, the business manager's primary role while on the ground during the season is to make sure client expectations are met.

Stellar utilizes various local subcontractors to assist in such duties as housekeeping, cooking, massage, as well as ground operations.

3A) Supervision and Management

Reggie Crist, *Owner/Operator + Lead Guide*, is an Olympian and X Games champion that has transformed his passion for the sport from competition to guiding. He has been heli skiing in Haines for 22 consecutive years and has never missed a heli ski season. His annual migration typically includes bringing his wife and 3 children to Haines, Alaska to begin the season every March. Reggie also runs Stellar operations in South America during the summer months and in Japan in January. Reggie's greatest strength is his ski background, experience, and an extensive client list that spans the globe. Reggie also worked for Sun Valley Heli Ski for 10 years. Few guides spend more time in the front seat of a helicopter.

Age: 53

Years of Experience

Dan Vandermuelen, *Operations Manager, Lead Guide*, has over 15 years of helicopter guiding and operational experience in Alaska where he currently resides in Valdez. He is a certified mechanic, a fixed wing pilot, and expert meteorologist. AKA, 'Dan Van,' brings a wide spectrum of skills to the team with a high level education including certifications in Pro Ropes Course, Pro 2 Avalanche, with an EMT medical background. Dan Van also guides for SAT in Japan, Idaho, and South America.

Age: 45

Years of Experience: 20

Dave Sundas, *Senior Lead Guide*, has been ski guiding in Haines for the past 14 years where he currently owns a home. Dave has worked for all three heli ski companies in Haines including Seaba, AMG, and Alaska Heliskiing as a lead guide. Professionally certified as an avalanche forecaster and Wilderness First Responder, Dave brings a wealth of local knowledge to the Stellar Team. He also guides for SAT in Japan and South America.

Age: 41

Years of Experience: 16

Joe Eppler, *Lead Guide*, currently works as a senior avalanche forecaster for Telluride ski patrol/resort. Joe brings a wealth of medical training to the team as a certified EMT that regularly practices life saving skills on the general public. Joe also works for HeliTrax, Telluride Heli ski company and possesses nearly a decade of experience heli ski guiding in Haines. Joe also guides for SAT in South America.

Age: 38

Years of experience: 11

Yancy Caldwell, *Guide + Cinematographer*, is a co owner of Stellar Media and has guided clients and professional athletes in locations around the world including Alaska, Japan, Chile, and Idaho for the past 10 years. Yancy started his career as a professional snowboarder before focusing his efforts on film guiding and production. Yancy holds a Wilderness First Responder certificate as well as Avalanche Pro 1.

Age; 36

Years of Experience; 8

***All guides are required to attend annual training.**

Each guide will be tested on multi-beacon search as well as crevasse rescue and high-angle evacuation skills. Each guide must sign paperwork that confirms their competency and understanding of Stellar's safety and emergency protocols.

3B. Employee Training

The Stellar Team is a tight knit group of individuals that have worked together in various locations around the world including Japan, Idaho, Alaska, Chile, and Argentina. Having the ability to work together around the calendar year provides a distinct advantage. Knowing each other's strengths and weaknesses is critical in difficult situations, for example when we are faced with adverse weather conditions and we are all working together to meet the needs of the clients. Creating a safe and healthy environment for our staff oftentimes determines whether or not a client has a positive experience which is the foundation to our business.

Stellar believes that it is the duty of each employee to lead by example and if conflict arises then these matters will be addressed at our evening meetings every day and we will review the Stellar Employee Code of Conduct. Each team member has a high level of professional and personal respect for one another, and we pride ourselves on the family work environment we create. Stellar has a "client always comes first" mentality and each employee is collectively responsible for making sure the client's needs and expectations are met.

3C. Employee Conduct

Stellar employees are expected to comply with all federal, state, and local laws and to conduct themselves in a professional manner. Any disputes amongst employees will be reviewed at our evening meetings each day with consideration to the Stellar Code of Conduct which states;

*all employees will treat each other with respect

*harassment or discrimination of any nature – *gender, religion, race, color, age, disability, national origin* – by or to any employee, guest or visitor will not be tolerated.

*any activity that undermines the guests safety or pleasure will not be tolerated

*if an employee is tired and/or sick it is their duty to remove themselves from the job site

*it is the duty of each all employees to support each other during difficult and stressful situations

*all matters and/or disputes will be addressed at the evening meeting each day

4. Customer Service and Feedback

Stellar believes that customer service and feedback is one of our greatest learning tools. It is for this reason that we pass out questionnaires at the end of each week (see attached document in the Appendix).

5. Operations

5a. Helicopter Skiing Operations

Daily Heli ski operations begin each day with a 6:30am Guides Meeting. All working guides must be present at the meeting to discuss operating plans which include the intended area of operations, and defining open and closed terrain based on current weather and avalanche conditions. The Lead Guide and avalanche forecaster will provide current weather data from nearby weather stations including any recent precipitation amounts as well as wind and temperatures. Once the empirical data has been reviewed then group discussion begins by identifying the primary hazards which may range from Persistent Weak Layer to Wind Loading.

The team works together to determine whether we believe the hazard is Widespread or Specific to certain aspects and elevations. At the end of the discussion we determine the level of Hazard which could range from High to Low and our Strategic Mindset which may vary from Entrenchment to Stepping Out. In the case of operations at 18 Mile meadows there are specific flight patterns that must be followed to avoid the Bald Eagle Preserve to the northwest as well as private property around Chilkat Lake to the west. Our lead helicopter pilot, Kelly Healy is well versed on these flight path restrictions and we have never had a complaint filed.

In the event that two different companies come into contact in the mountains, It is Stellar's policy to establish direct communications with all guides and helicopters operating in the same drainage. Once a plan has been established to ensure everyone's safety it will be our goal to move efficiently to vacant terrain.



Stellar's Base Operations: 18 Mile Meadows in Haines

5b. Trip Description

Stellar sells all-inclusive 1 week packages including food, lodging, transportation, and guided helicopter skiing. Stellar's guide to client ratio never exceeds 5 to 1 with a max number of 12-20 guests per week.

5c. Transportation

Stellar has leased helicopters from Temsco for the past 4 seasons (3 seasons as owners in Stellar Alaska Mountain Guides, and 1 season in association with Alaska Heliskiing). Temsco has A Star B2 and A Star B3E helicopters which Stellar uses anywhere from 1-3 at a time depending on the number of clients in house. During the 2021 season our primary helicopter was N143AE (B3E) with chief pilot Kelly Healy (kelly_healy@temscoair.com). When we have a second helicopter in rotation (N1480R or N142AE) for which we typically use Temsco pilot Jesse Dominick.

5d. Environmental Protection

All Fueling will be performed by trained Stellar personnel in accordance with the Department of Environmental Conservation. Any spills will be reported and cleaned up immediately. All necessary clean up supplies will be on site. 18 Mile fuel system has an extra bladder containment to prevent any seepage.

SAT will adhere to all federal and state wildlife guidelines intended to reduce impact on our natural environment. We recognize that the local community and native Tlingit village depends on a sustainable habitat. Any wildlife sightings will be documented and reported.

We pack out everything that we bring into the mountains including human waste. An ammo can is stored in the aft compartment with plastic bag storage and sanitary wipes. All trash and waste is removed at the end of the day and disposed of in garbage cans located at 18 Mile Stellar Base.

After each landing where it will be the last run off that landing, the guide removes the wind flag from the snow.

6. Safety

6a. First aid and medical

SAT is committed to providing guests the highest quality experience with safety as our number one priority. We recognize that helicopter skiing is inherently dangerous and that there is no substitute for experience in the big mountains of Alaska. For this reason, SAT is committed to having at least 1 lead guide with over a decade of helicopter skiing experience in the field at all times. All SAT guides will have a Pro 1 (or higher) avalanche training as well as an 80hr first aid certification (ie- Wilderness First Responder).

At the beginning of each season, all guides must attend SAT's pre-season training course to update and practice rescue techniques. Each guide must carry their own safety equipment as well as be familiar with the inventory of SAT's safety equipment (see below);

Safety Equipment

- crevasse rescue
- harness
- avalanche air-bag pack (for each client and guide)
- shovel (for each client and guide)
- probe (for each client and guide)
- beacon (for each client and guide)
- essential first aid kit
- repair kit
- SAM splint
- Tarp
- Headlamp
- Lighter
- Tool/knife
- Extra gloves
- GPS In-reach tracking device
- Snow study kit
- 1 watt radios (for each client)
- 5 watt radios (for each guide)

Each Helicopter will be equipped with the following safety equipment (contained in side/aft compartment):

- Sked
- Bean bag splints

- Oxygen
- Cervical collar
- Primary crevasse kit 90M
- Attack pack with advanced first aid

6b. Emergency Rescue Procedures

*All lead guides will carry sat phones

*All guides will perform hourly check-in via InReach device which provide real time pin point location

*All guides will possess hand held radios (5 watt) with the pre-programmed channels to Haines police and fire departments as well as the local medical clinic.

Emergencies that may occur during the course of operations fall into three categories: Level 1, Level 2, or Level 3. In the event of any Level 1, 2, or 3 Emergency personnel should refer to the SAT Emergency Plan below which has step-by-step instructions for all emergencies. Additionally, all SAT personnel carry laminated checklists for emergency response.

Level 1: Emergencies are non-life-threatening incidents requiring little disruption of normal operations.

They include:

- Temporarily missing skier
- Mechanical issues that can be remedied and don't cause the cessation of operations
- Avalanches not involving skiers
- Simple injuries requiring basic first-aid and uncomplicated evacuation.

Level 2: Emergencies are potentially life-threatening incidents that may require complicated response and/or resources and will most likely result in significant disruption of normal operations. They include:

- Evacuation of groups from the field (due to mechanical, weather, or call for assistance)
- Significant injury
- Lost skier
- Absence of hourly InReach check-in

Level 3: Emergencies are serious life-threatening incidents or fatalities requiring all resources and personnel and assistance from EMS authorities. They include:

- Avalanches involving skiers
- Fatalities

*Level 1 Emergencies will be handled internally amongst guides in the field. However any Level 2 or 3 Emergencies will require additional resources and direct communication will start by contacting the Haines sheriff to establish incident command. Once the incident command has been established then a rescue plan will be initiated and executed.

6c. Snow and Avalanche Safety

Weather is the greatest environmental factor that affects everything we do on a daily basis. Careful analysis and monitoring of the weather provides us with valuable information that helps us mitigate risk and make safe decisions. Collecting data from local weather stations as well as our daily observations is recorded during both AM and PM guides meetings. All guides are required to dig pits prior to opening new terrain. Test scores are immediately shared on a clipboard located on the front dash of the helicopter which allows each guide to keep current with changing

conditions. As a general rule of thumb, we always begin the day with low consequence terrain which allows us to monitor the ability of our clients while gathering real time data.

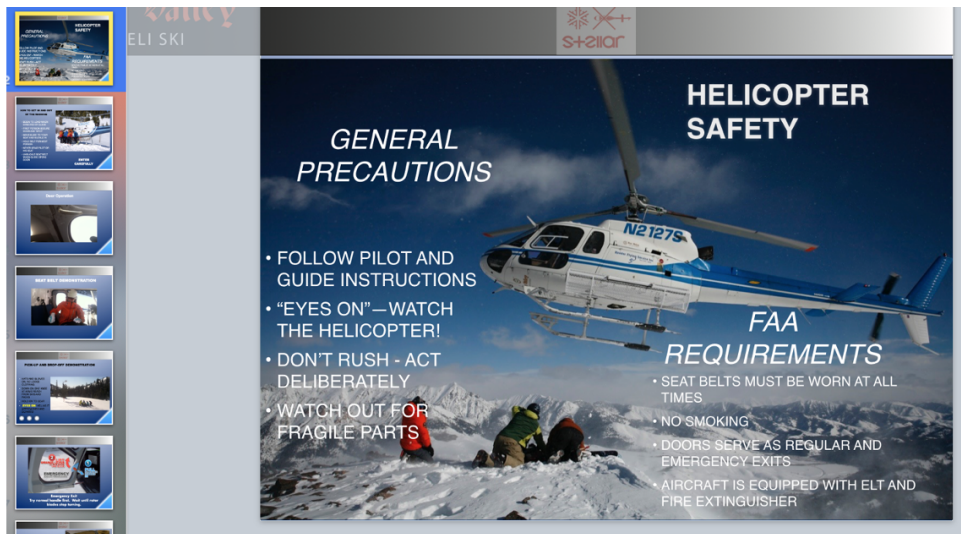
AM/PM Guides Meetings

Each morning prior to operations, all working guides will meet to analyze the weather and snow conditions in an effort to establish a safe plan for daily operations. Local weather stations and forecast sites will help monitor changes in wind, temperature, and precipitation. During the Am meeting guides will establish the primary problems/hazards (ie- wind slab / persistent weak layer) and methods of mitigation (ie- ski cut / avoidance). Establishing a stability rating (ie- very poor, very good) ultimately helps determine the mind set (ie- entrenchment, stepping out) which inevitably establishes the run list whereby specific routes are declared, 'open,' (green) or 'closed,' (red). Standardizing procedures and protocols help eliminate on-the-fly decision making and holds each guide accountable for the mutually agreed upon plan.

PM meetings provide an opportunity to confirm and document findings (ie- snow pit data, avalanche observations). All findings will be documented and kept on record. Evening meetings focus on making adjustments for the following day to increase efficiency and safety.

6d. Client Safety Briefing

All guests must attend a comprehensive helicopter safety briefing, a 30-minute powerpoint presentation that outlines backcountry protocols, avalanche rescue techniques, and familiarization of all safety equipment (ie- airbag packs, shovel, probe, beacon, radios). At the end of the orientation clients will review and sign the *SAT Safety Briefing Form/Assumption of Risk*, which indicates that they have read and understood the material on the form and presented in the orientation.



7. Incident Reporting

Stellar will notify the authorized officer within 24 hours of any of the following incidents that occur on public land that are associated with permitted activities. And will follow up within a week with a full detailed report including when and where the incident occurred, and who was present or effected by the incident.

- Any life threatening injuries
- A structural, mechanical, or electrical malfunctions
- A search and rescue operation to locate a person
- Any incident that has high potential environmental or other natural resource damage, including avalanches, landslides, flooding, fire, and release of hazardous materials.

8. Communication Plan

SAT has hired technical planner Sean Tajakowski to design communication systems.

Tajakowski has also built communication systems for Valdez Fire & Police Dept as well as Sun Valley Fire & Police Dept.

Infrastructure includes;

- 30W Base Station unit at 18 Mile (Stellar's Base Operations)
- 30W Mobile Base Station to be utilized when operating from the airport or 33 Mile
- InReach devices carried by each guide serve as redundancy with hourly check-ins to record, 'Ops Normal.'
- 5W Handheld radios will be utilized by each guide to communicate directly with Temsco Helicopters, other guides in the field, and back to home base station
- Temsco headquarters in Skagway will also flight follow all aircraft with real time GPS/internet tracking
- Lead guide will carry Sat phone in case of emergency.

9. Licenses and Inspections

Stellar holds the following:

- Alaska State Business License (see appendix 3)
- Haines Local Business License (see appendix 4)

10. Acknowledgement of Risk or Waiver of Liability Forms

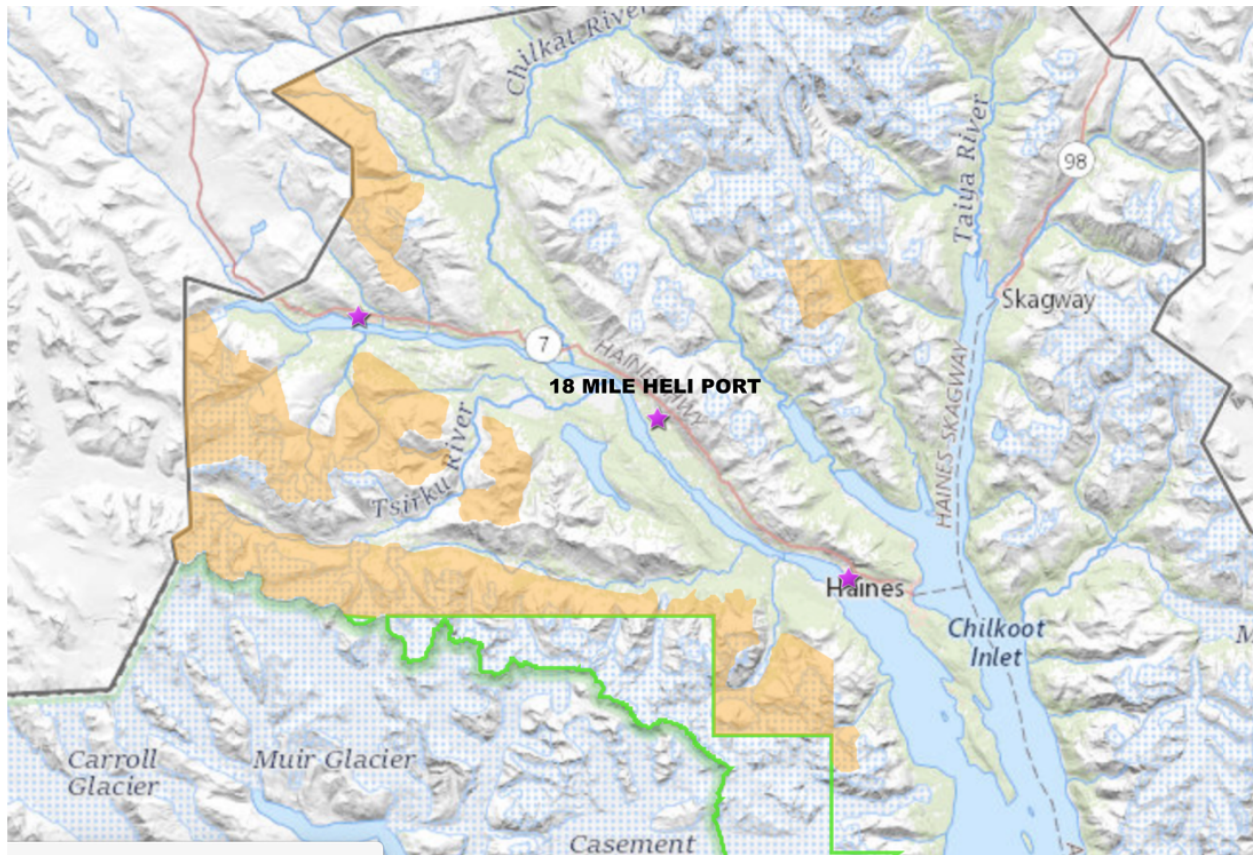
See Appendix #2

11. Map/ Area of Intended Use

1) Stellar Base of operations is located at 18 Mile meadows, 60 acres of private land with a designated FAA runway and heliport. The owner of the property, Bud Filipek has entered into partnership with Stellar to develop this site as the premier heli ski in/out lodging facility in South East Alaska. This location is

strategically located away from town yet in the heart of the designated heli ski map (see Map below) or click on link;

<https://hnsak.maps.arcgis.com/apps/webappviewer/index.html?id=a3b71be8a90843b1be569d0722a6077b>



If granted the permits, SAT plans to operate on both BLM and State Land located inside the Haines Borough. All landings will be recorded via GPS flight following with a clear understanding of designated ski and flight routes. Dates of operation are consistent with Haines Borough mandate starting February 1 and ending May 3. SAT's estimated number of user days shall not exceed >500.

12. Helicopter Charter

TEMSCO has provided Stellar with AStar B3e and B2 helicopters. All helicopters originate in Skagway where all service and repairs are completed. Any mechanical problems can be fixed quickly or additional aircraft can be made available on same day notice. This ensures the best and safest equipment for our guests. All flight operations will be conducted in compliance with FAA 135 regulations.

The helicopter pilot is in charge of the helicopter, passengers and all decisions regarding flight safety. Compliance with regulations regarding any required emergency aircraft procedures, required radio

communications, and required helicopter maintenance are the responsibility of the pilot and helicopter provider. The helicopter pilot is responsible for checking current and forecasted flight weather daily. The lead guide consults with the pilot prior to deciding on the flight plan for the day. The pilot is responsible for monitoring and calculating load and fuel limitations in conjunction with the operations manager and/or lead guides. The final decision to fly and all other safety matters related to the aircraft are at the pilots discretion. The pilot is in charge of the aircraft.

Please contact Kelly Healey, Temsco Lead Pilot, for a reference.
Kelly_healey@temscoair.com

13. Covid Plan

Stellar follows all CDC federal and state regulations. Last season, all guests were required to provide a negative covid test upon arrival. The test had to be dated within 72 hours of arrival. 75% of guests were vaccinated prior to arrival. Due to ongoing vaccination trends, we estimate that close to 100% of guests will be vaccinated prior to the start of the 2022 season. Due to the changing nature of Covid protocols, Stellar will update our covid policies Jan 1, 2022 in anticipation for the upcoming season.

14. Company Principals

- 1) Reggie Crist
Owner + Operator,
reggie@stellaradventuretravel.com
208-720-5171
PO Box 1572
Ketchum, ID
83340
- 2) Dan Vandermulen
Senior Lead Guide
akdescents@gmail.com
907-255-4665
- 3) Dave Sundas
Senior Lead Guide
dsundas@yahoo.com
406-210-5013
- 4) Joseph Eppler
Lead Guide
joeeppler@gmail.com
970-946-9086
- 5) Francesca Ward
Business Manager

francesca@stellaradventuretravel.com

914-602-8407

15. APPENDIX

1. Stellar end of trip guest questionnaire:



HAINES, ALASKA 2021

Thank you for joining us at Stellar Alaska and for entrusting us to provide the experience. We appreciate any feedback and/or constructive criticism that you can provide to help us improve our services. Please take the time to fill out the following questionnaire.

Guest name: _____

Heli Ski/Guiding

Overall rating, please circle (5 being the highest)	1	2	3	4	5
Safety briefing	1	2	3	4	5
Professionalism of the guides	1	2	3	4	5
Overall Safety	1	2	3	4	5

Any suggestions for improvements?

2. Waiver / Assumption of Risk

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING INJURY OR DEATH. IT SPECIFICALLY RELEASES THE RIGHT TO SUE STELLAR ADVENTURE TRAVEL, LLC'S OWNERS, AGENTS, EMPLOYEES AND OTHERS FOR THEIR OWN NEGLIGENT ACTIONS, AMONG OTHER THINGS

READ CAREFULLY BEFORE SIGNING – INJURIES REALLY DO OCCUR

INITIAL

Name	Last		First		
Address	Street		City		Prov/State
	Country	Postal/Zip	Email (optional)	Date of Birth: Day/Month/Year	Age

DEFINITIONS

In this Release Agreement, **"Releasor"** means me. **"Releasees"** means Stellar Adventure Travel, LLC, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf, including but not limited to individuals, independent contractors and charter heliski companies (such as Temco Helicopters Inc). Also any other independent contractors and companies that provide the helicopters/pilots, guides, accommodations and other goods and services Stellar Adventure Travel, LLC arranges for its clients to have available for their use, such as lodging/food/transportation/day trips and excursions (hereinafter collectively called Releasees or called Stellar Adventure travel, LLC). The term **"wilderness activities"** and/or **"adventure activities"** mean all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by Releasees whether directly by Stellar Adventure Travel LLC (guide services only) or through independent contractors, transportation companies, accommodation and food providers, or other vendors, and include but are not limited to: skiing, snowboarding, snowmobiling, snow biking, biking, hiking, snowshoeing and other forms of backcountry and adventure travel; water sports and transportation, rental or use of skis, snowboards, water transportation devices or other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, planes, snowcats, snowmobiles, bikes, water transport and motor vehicles; and other activities; use of facilities (including lodges and all other buildings), events and services in any way connected with or related to wilderness and adventure activities.

ACKNOWLEDGMENT STELLAR ADVENTURE TRAVEL LLC DOES NOT OWN OR OPERATE THE LODGING, TRANSPORTATION ETC.

I understand Stellar Adventure Travel LLC, does not own or operate any entity or business which provides, or is to provide, goods, services, or lodging for my trip, including for example, the lodging facilities, transportation companies, food services, or entertainment providers, equipment suppliers, operators of recreational, adventure or other activities (regardless of whether such activities are included as part of Stellar Adventure travel LLC's itinerary or not). As a result Stellar Adventure Travel LLC is not liable for any negligent or willful act or failure to act of any such third person, entity or party.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, MISTAKES, ETC.

I am aware that wilderness and adventure activities involve risks, dangers and hazards. I understand avalanches and slides occur frequently in the terrain used for wilderness activities and may be caused by natural forces, or persons traveling through the terrain, or other unspecified reasons. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for wilderness activities or whether an avalanche or slide may occur. I understand the terrain used for wilderness activities is uncontrolled, unmarked, not inspected and involve many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: ice, cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads and road banks, fences, and other man-made structures; snow immersion; impact or collision with other persons or objects; becoming lost or separated from one's party or guide; negligence of other persons,

including other guests; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE GUIDES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS AND ADVENTURE ACTIVITIES.** Communication in the wilderness is difficult and in the event of an accident, rescue and medical treatment may not be available or might be available but negligently provided.. Wilderness/ alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat, skis, snowmobile, or other means hazardous. We may become stranded in the wilderness and freeze, attacked by animals or otherwise injured or die.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS AND ADVENTURE ACTIVITIES, UNDERSTAND I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE.

I UNDERSTAND AVLANCHE AIRBAGS ARE REQUIRED, WILL BE PROVIDED IF I DON'T HAVE ONE, AND I WILL NOT BE ALLOWED TO PARTICIPATE IN WILDERNESS ACTIVITIES ON SNOW WITHOUT ONE, UNLESS I AM INVOLVED IN FILM PRODUCTION (AS A VIDEOGRAPHER/ PHOTOGRAPHER OR OTHERWISE AS A PARTICIPATING ATHLETE) ADDITIONAL RELEASE

On behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate, I agree as follows:

1. I acknowledge that wilderness and adventure activities, particularly heliskiing and water sports entail known and unanticipated serious risks, which could result in **physical or emotional injury, illness, paralysis, death, or damage** to my property, or to third parties. I understand that such risks simply cannot be eliminated without affecting the essential qualities of the activity. Helicopter, snowcat and snowmachine accessed skiing is usually accompanied by beautiful mountain scenery. Those same beautiful mountains pose a risk of avalanches. Avalanches may be caused by natural forces including but not limited to steepness of slopes, snow depth, and instability of snow pack or changing weather conditions. Stellar Adventure travel, LLC, may misjudge whether the terrain is safe for skiing, or where, or when an avalanche may occur. The natural beauty of the mountainous area used for heliskiing sometimes hides dangerous obstacles. Those obstacles may be hidden by snow and include, but are not limited to crevasses, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions below the snow surface, and varying and difficult snow conditions. These areas may not have been skied previously and are not regularly patrolled. Skiers may become lost or separated from their skiing guides or skiing companions by skiing on slopes where visibility is difficult, in forested areas, wild rugged terrain, and bad weather or through error of the guides. Communication in the mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Furthermore, Stellar Adventure Travel LLC employees or the specific independent trip providers and their guides have difficult jobs to perform. They are not infallible, and they can make mistakes. They might be ignorant of a participant's fitness or abilities. They might misjudge weather, the elements or safety of terrain. They may give inadequate warnings, instructions and advice. They may also recommend equipment that is not appropriate for my skiing ability or the terrain., and the equipment being offered may be poorly maintained and malfunction, specifically including, but not limited to, the avalanche beacons and avalanche airbags being offered to guests, and the instruction given on use of those beacons and airbags may be inadequate or wrong. In addition, avalanche forecasting is unpredictable, is all but impossible to do accurately in the Haines, Alaska area, and is routinely difficult in parts of other countries to which Stellar Adventure travel LLC takes clients.
2. **I expressly agree and promise to accept and assume all of the risks existing in this activity**, including all forms of transportation to and from the actual skiing/snowboarding/wilderness/adventure activity, whether by air transportation or any form of ground transportation, such as four wheeler, snowmachine, motor vehicle, helicopter, kayak, boat, etc. I understand location drop-off and pick-up sites themselves pose risks, and I am releasing all claims possible over those sites, even if negligently chosen by Releasees. My participation in this activity is purely voluntary, and I elect to participate in spite of the extreme risks it involves.
3. **I hereby voluntarily release, forever discharge, and agree to indemnity and hold harmless Stellar Adventure Travel, LLC from any and all claims, demands, or causes of action**, whether inherent to the activities I choose to do, or negligent acts unrelated to the inherent risks of those activities, including for Releasees own negligence, which are in any way connected with my participation in this activity or transportation

to and from the skiing/snowboarding/adventure activity, or my selection or use of any entity or Stellar Adventure Travel LLC's equipment or facilities, even if that equipment or those facilities are poorly maintained, malfunction or fail, **INCLUDING ANY CLAIMS FOR NEGLIGENT ACTS OR OMISSIONS OF STELLAR ADVENTURE TRAVEL LLC**, regardless of the form the claims take, whether for recommending a particular service provider or form of transportation or lodging etc. or its own specific advice on equipment to use, or its own provision of transportation to and from the adventure, whether skiing or some other sport, where to ski/snowboard/hike, safety equipment to take while skiing/snowboarding/hiking (including avalanche beacons and airbags), and any rescue activities that may subsequently be required if I am injured doing any of the activities, regardless of the form, while with Stellar Adventure Travel LLC or any of the contractors or providers of services such as Temsco Helicopters Inc, including its/their failure to follow the any Operational Plan that may be in place and applicable, any U.S. Forest Service Guidelines, or any other industry standards, where they exist.

I UNDERSTAND I AM RELEASING ALL CLAIMS OF ANY TYPE, SPECIFICALLY INCLUDING FOR NEGLIGENCE ON THE PART OF THE RELEASEES (INCLUDING BUT NOT LIMITED TO STELLAR ADVENTURE TRAVEL LLC) IF THEY FAIL TO TAKE REASONABLE STEPS TO TRY TO SAFEGUARD AND/OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS AND ADVENTURE ACTIVITIES.

4. **I am healthy enough to participate in these activities:** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating and I agree to bear all the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I understand Stellar Adventure Travel, LLC is not performing an independent evaluation of my health, and is not competent or capable of doing that evaluation.
5. **Waiver of right to sue over emergency medical care:** In the event that any of Releasees deem it necessary to administer emergency first aid such as CPR (or otherwise) or to transport me to seek other emergency care, I expressly give them permission to do it, and also to disclose any medical information they may have about me to any healthcare providers involved in my care, or transportation from the field to a facility to obtain care. I will not make any claim against Releasees for somehow failing to use an insurance preferred provider, or failing to seek the least expensive form of transportation to a care facility, or to the least expensive healthcare facility. I acknowledge I have been advised to purchase **both** trip insurance and emergency evacuation insurance.
6. **Acknowledgement that snowboarders and telemark skiers are at increased risk of injury and/or death:** Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. The use of a safety strap or retention device by snowboarders or telemark skiers without ski brakes will increase the risk of not surviving an avalanche, and I understand I may die as a result, or suffer lesser injuries such as broken bones and paralysis, etc.
7. **Choice of forum and Alaska law applies:** I agree to not file a lawsuit against Stellar Adventure Travel, LLC, and other Releasees, However, I agree that if I try to file a lawsuit over events (any personal injury, or other events that gave rise to the purported claim) that occurred in Alaska, I will do so solely in the Third Judicial District, in Anchorage, Alaska. I further agree that if I file in Alaska, I am bound by the substantive law of the State of Alaska, and no other jurisdiction or forum.
8. **Indemnity Agreement:** Should Stellar Adventure travel LLC or any other Releasee, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, or to defend against any legal proceedings (whether a lawsuit or otherwise) I, my heirs, next of kin, or Estate may assert, **I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FOR ALL SUCH FEES AND COSTS, MEANING I AGREE TO PAY EVERY DOLLAR OF LEGAL EXPENSES BACK TO THEM THAT THEY SPEND DEFENDING AGAINST SUCH A LAWSUIT.**
9. **This written Release includes ALL understandings (agreements):** In entering into this Release Agreement I am **NOT** relying on any oral or written representations or statements made by the Releasees with respect to the safety of wilderness activities, other than what is set forth in this Release Agreement. In other words, this agreement cannot be modified or changed in any way by representations outside this written release agreement, whether by advertisements, contradictory statements on websites, oral statements, etc. **NO EXCEPTIONS!**

10. **Survivability of this Release Agreement:** In the event any portion of this agreement/waiver/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible to waive any and all claims I may have against the Releasees.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
I AGREE TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASEES AND TO RELEASE THEM FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY INCLUDING PARALYSIS OR DEATH THAT I MAY SUFFER OR THAT MY NEXT OF KIN OR ESTATE MAY SUFFER AS A RESULT OF MY PARTICIPATION IN WILDERNESS ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO TRY TO SAFEGUARD OR PROTECT ME FROM RISKS, DANGERS AND HAZARDS OF WILDERNESS AND ADVENTURE ACTIVITIES REFERRED TO ABOVE.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE HAD (BUT NO LONGER HAVE) AGAINST THE RELEASEES, EVEN IF THE RELEASEES NEGLIGENTLY ACT OR FAIL TO ACT TO PROTECT ME.

I have had sufficient opportunity to read this entire document. All of my questions have been answered. I understand this activity is extremely dangerous and I do not need to do it. I understand travel to Alaska and foreign countries for these types of adventures are dangerous, regardless, I am knowingly signing this Release and I agree to be bound by its terms. A copy of this release can be used as if it is an original.

SIGNATURE WAIVING AND FOREVER RELEASING MY CLAIMS AGAINST STELLAR ADVENTURE TRAVEL LLC, INCLUDING FOR ITS OWN OWN NEGLIGENCE

Signature of Participant	Please Print Name	Date
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Signature of Witness	Please Print Name	Date
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If no Avalanche Airbag to be used – the following section must be signed/dated by the client ↓

I understand Stellar Adventure Travel, LLC and any other Releasees have avalanche airbags available and require their use unless I am involved in filmmaking activities, such as the videographer, photographer, athlete being filmed or other member of the production team. **I understand I have been warned that participating in wilderness activities without an avalanche airbag significantly increases the risk of serious injury and/or death in the event of an avalanche.** With that understanding, I expressly choose **NOT** to utilize the Releasees avalanche or my own airbag, and I assume the increased risk of participating without wearing one – NOTE: no waiver available for minors – anyone under 18 must wear an avalanche airbag.

SIGNATURE SPECIFICALLY DECLINING USE OF AN AVALANCHE AIRBAG, ACCEPTING THE INCREASED RISKS OF NOT WEARING ONE, AND FURTHER WAIVING ANY RIGHT TO SUE

Signature of Participant	Please Print Name	Date
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Signature of Witness	Please Print Name	Date
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If Participant Under 18 ↓

Parents or legal guardian's additional release and indemnification (must be completed for participants under age 18)
 In consideration of _____ (print minors name) ("Minor") being permitted by Stellar Adventure Travel LLC to participate in these wilderness and adventure activities and to use its equipment and facilities, I agree to this Release and waiver on behalf of the minor, and I further agree to personally indemnify and hold harmless Stellar Adventure Travel LLC from any and all claims which could have been brought or are brought by, or on behalf of the Minor, and which are in any way connected with such use or participation in these activities by the Minor.

Signature Parent or Guardian	Printed Name	Date
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Office Use Only			
Weight	Ability	Ski/SB/Own/Tele	Avalanche Airbag

3. Alaska State Business License

Alaska Business License # 2094573

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Stellar Adventure Travel, LLC
PO Box 1281, Valdez, AK 99686-1281

owned by
Stellar Adventure Travel, LLC

is licensed by the department to conduct business for the period
November 2, 2019 to December 31, 2021
for the following line(s) of business:
48 - Transportation and Warehousing; 71 - Arts, Entertainment and Recreation



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.
This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.
Julie Anderson
Commissioner

4. Haines Local Business License


HAINES BOROUGH BUSINESS LICENSE

Expires 12/31/2022

This is to certify that the business named below has made application to do business in the Haines Borough, Alaska covering the calendar years 01/01/2021 to 12/31/2022 or fraction thereof.

HBC Section 5.02.010
This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Stellar Adventure Travel, LLC
Box 1572
Ketchum ID 83340



Account # 3298
Alexandra Fullerton
Alexandra Fullerton
Haines Borough Clerk

This license will automatically be renewed if business is current in all reports. This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State of Alaska or of the United States.

NOTE: BUSINESS LICENSE AND REGISTRATION FEE IS BIENNIAL