

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY AND ACCEPTANCE OF INHERENT RISKS

Warning: By signing this document you, your family and representatives give up the right to sue.

TO: MIKE WIEGELE HELICOPTER SKIING and
CARIBOO HELICOPTER SKIING (88) LTD.
(herein called " the Operator")

and

VANCOUVER ISLAND HELICOPTERS LTD.
and all associated and affiliated companies as they
now exist or may hereafter be acquired, or alternative
carriers as designated by the operator,
(herein called "the Carrier")

and

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA
(herein called "the Province")

(all collectively referred as the "Releasees")

SAMPLE

In consideration of the Operator accepting my application for and my being permitted to go on the Operator's helicopter skiing vacation or other activities on lands owned by the Province or elsewhere, involving travel on a helicopter owned or operated by the Carrier, I agree to this release of claims, waiver of liability and assumption of risks (collectively called "this Agreement")

On behalf of myself, my heirs, executors, successors, administrators, assigns and whomever else may have an interest either at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now and in the future, and release from all liability and agree not to sue the Operator, the Carrier and the Province, their officers, directors, employees, representatives (collectively the "Releasees") for any and all personal injury, death, property damage or loss sustained by me as a result of my participation in a helicopter skiing trip or helicopter trips and/or use of the climbing wall and fitness centre facilities with the Operator due to any cause whatsoever, including, without limitation, negligence on the part of the Releasees. For the purposes of this Agreement, "helicopter skiing trip" shall extend from the time of my initial arrival in the town of Blue River / Albreda or designated by the guest or pick up with the Operator to my final departure therefrom and includes any and all activities occurring at any time and anywhere in that town, on the surrounding ski hills or elsewhere, including all helicopter, van, snowmobile, snow cat and/or other means of travel whether or not for the purposes of skiing.

I am aware helicopter skiing has, in addition to the usual dangers and risks inherent in the sport of skiing (being loss of control, collisions with other skiers, trees, rocks and other man-made or natural obstacles, failure of equipment, etc.), and certain additional dangers and risks, including but not limited to:

1. AVALANCHES - which may frequently occur in the mountain terrain used for helicopter skiing and may be caused;

(a) by natural forces, including steepness of slopes, snow depth, instability of the snow pack or changing weather conditions, or

(b) by skiers, the helicopter, another avalanche in the vicinity, or the failure for any reasons of the Releasees to predict whether the terrain is safe for skiing or whether or when an avalanche may or may not occur.

The danger of avalanches includes the risk of failure of avalanche safety and rescue equipment and techniques and any negligence in the training or use thereof.

2. MOUNTAIN TERRAIN - mountainous areas with steep slopes in their natural state have many obstacles and hazards (such as cliffs, crevasses, breakable snow crust, ice, wild animals, etc.), may not have been skied previously, are not regularly patrolled or examined, may require cross-country skiing or trekking, where skiers may be lost or separated from their guide or other skiers and where communication is difficult and rescue and medical treatment may not be available.

3. HELICOPTER TRAVEL - the conduct, including negligence of the Carrier. This includes operational error and/or mechanical failure, as well as the additional risks which are posed by helicopter travel in mountainous areas and in all weather conditions.

Initials

4. SNOW CAT and/or SKI DO – the conduct, including negligence of the Operator. This includes operational errors and/or mechanical failure, as well as the additional risks posed by snow cat travel in mountainous areas and in all weather conditions.

5 SKIING and SNOW BOARDING TERRAIN PARK– the configuration, layout and design of a SKIING and snow boarding terrain park including the operation, conduct and/or negligence of the Operator. This includes design inadequacies and failure of apparatus as well as additional risks posed by man made obstacles, apparatus or operation hazards posed by a SKIING and snow boarding terrain park.

6. WEATHER AND ALTITUDE - weather conditions may be extreme and can change rapidly without warning, creating risk of frostbite, exposure, hypothermia, etc., and hampering rescue attempts. High altitudes and rarefied atmosphere also increase the effects of sunlight and physical exertion.

7. THE OPERATOR AND OTHER SKIERS - the conduct, including negligence of the Operator and of other skiers. This includes skiing under the control of the helicopter skiing guides, whose advice and direction may differ from skiing practices elsewhere.

8. WILDLIFE – the behaviour of wild animals is not predictable and can result in injury or death.

I accept all the inherent risks and dangers of helicopter skiing and other activities and the possibility of personal injury, death, property damage or loss resulting therefrom.

Initials

I acknowledge that the enjoyment and excitement of helicopter skiing is derived in part from skiing in powder snow on steep, ungroomed slopes and that the inherent risks of helicopter skiing contribute to such enjoyment and excitement.

I further acknowledge and agree that while skiing I shall at all times FOLLOW THE GUIDE'S INSTRUCTIONS. I understand that my failure to FOLLOW THE GUIDE'S INSTRUCTIONS may result in injury or loss of life, to myself or others, or suspension of my skiing privileges.

Initials

In the context of this agreement, and without limiting the generality of the term, negligence shall include any act or omission relating to guiding, use of the helicopters, prediction of avalanche danger, choice of skiing terrain, prediction of weather conditions or any other conditions or factors that may amount to a departure from the standard of care which a person of common prudence usually takes of his own concerns having regard for the activity of helicopter skiing.

In entering into this Agreement I am not relying on any oral or written representations or statements made by any of the Releasees, including those in the Operator's "Helicopter Skiing Booklet", website or other brochures, to induce me to go on the Operator's helicopter skiing vacation . I further agree that the terms of this Agreement may only be amended by a duly executed written agreement between the Releasees and myself and that this Agreement shall not be effected or altered by any subsequent oral or written representations made by any of the Releasees.

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I confirm that I am of the full age of nineteen (19) years and that I have carefully read and understand this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors. I am also aware that I am waiving certain legal rights that I otherwise may have and I enter into this Agreement of my own free will and volition.

Dated this _____ day of _____, _____.

(day)

(month)

(year)

In the presence of:

WITNESS: _____
(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Date of Birth: Day/Month/Year)

Weight

Transceiver# Which I agree to return or pay current value if not returned.