

**RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISKS**

**PLEASE READ CAREFULLY BEFORE SIGNING!**

**This is a legally binding agreement and by signing it, you, your family and your representatives agree that you have read the entire form and that you give up certain legal rights, including your right to sue or claim compensation.**

To: <b>CARIBOO HELICOPTER SKIING (88) LTD. doing business as MIKE WIEGELE HELICOPTER SKIING</b> , and all associated and affiliated corporations as they now exist or may hereafter be incorporated or acquired (" <b>the Operator</b> ")	And to: <b>YELLOWHEAD HELICOPTERS LTD.</b> and all associated and affiliated corporations as they now exist or may hereafter be incorporated or acquired, or alternative carriers as designated by the Operator (" <b>the Carrier</b> ")	And to: <b>HER/HIS MAJESTY THE QUEEN/KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA</b>  (" <b>the Province</b> ")
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In consideration of the Operator accepting my application for and my being permitted to participate in the Operator's helicopter skiing/snowboarding vacation on lands owned by the Province, the Operator or elsewhere, involving travel in a helicopter owned or operated by the Carrier and skiing/snowboarding or other associated activities (collectively called the "Activities"), I agree to this release of claims, waiver of liability, indemnity and assumption of risks (the "Agreement").

For the purposes of this Agreement, the "Activities" shall extend from the time of my initial arrival in the town of Blue River / Albreda or other place as designated by myself or pick up by the Operator to my final departure and shall include, without limitation, any and all activities occurring at anytime and anywhere in those towns, on the surrounding hills or mountains or elsewhere, including all helicopter, van, shuttle bus, snowmobile, snow cat and/or other means of travel whether or not for the purposes of skiing / snowboarding or other associated activities. The "Activities" shall further specifically include the receipt of first response and/or medical services necessitated by my participation in the Activities and my use of all equipment, premises and facilities associated with the helicopter skiing/snowboarding vacation, including, without limitation, the Operator's resort facilities, climbing wall, fitness center and cross-country ski, snowshoe and/or fat bike equipment and trails.

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 <b>HEREBY WAIVE ANY AND ALL CLAIMS</b> that I may have now and in the future, and <b>RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE</b> the Operator, the Carrier or the Province, their officers, directors, employees, representatives, contractors or service providers, including medical doctors, and their insurance providers (collectively referred to as the "Releasees") for any and all personal injury, death, property damage, expense or loss arising in part or whole from, or in connection with, my participation in the Activities, due to any cause whatsoever, including, without limitation, <b>NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY OR OTHER DUTY OF CARE (INCLUDING BREACH OF DUTY ARISING FROM THE BRITISH COLUMBIA OCCUPIERS LIABILITY ACT) ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.</b>	<b>Initials:</b>
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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 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/snowboarding.

I am aware helicopter skiing/snowboarding has, in addition to the usual dangers and risks inherent in the sport of skiing/snowboarding (which include loss of control, collisions with other skiers/snowboarders, trees, rocks and other man-made or natural obstacles, failure of equipment, etc.), certain additional dangers and risks, including, without limitation:

1. **AVALANCHES** - which may frequently occur in the mountain terrain used for helicopter skiing/snowboarding 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/snowboarders, helicopters, another avalanche in the vicinity, or the failure for any reasons of the Releasees to predict whether the terrain is safe for skiing/snowboarding 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, snow filled tree wells, stumps, downed timber, creeks, debris, etc.), may not have been skied previously, are not regularly patrolled or examined, may require cross-country skiing or trekking, where skiers/snowboarders may be lost or separated from their guide(s) or other skiers/snowboarders and where communication is difficult and rescue and medical treatment may be limited or delayed or may not be available at all.
3. **HELICOPTER TRAVEL** - the conduct of the Carrier, including negligence of the Carrier, which may include, without limitation: 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.
4. **SNOW CAT and/or SNOWMOBILE** – the conduct of the Operator, including negligence of the Operator, which may include, without limitation: 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 SNOWBOARDING TERRAIN PARK** – the configuration, layout and design of a skiing and/or snowboarding terrain park including the operation, conduct and/or negligence of the Operator, which may include, without limitation:

design inadequacies and failure of apparatus as well as additional risks posed by manmade obstacles, apparatus or operation hazards posed by a skiing and/or snowboarding 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 may hamper rescue attempts. High altitudes and rarefied atmosphere also increase the effects of sunlight exposure and physical exertion.
- 7. THE OPERATOR AND OTHER PARTICIPANTS - the conduct of the Operator and other participants in the Activities, including negligence of the Operator and of other participants, which may include, without limitation: skiing/snowboarding under the control of the helicopter skiing guides, whose advice and direction may differ from skiing/snowboarding practices elsewhere, or the inexperience or lack of knowledge or skill of other participants, including other participants that may be assigned or that I choose to ski/snowboard with me.
- 8. WILDLIFE – the behavior of wild animals is not predictable and can result in injury or death.

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

I am aware that there are risks involved with staying at and using the Operator's premises, equipment and facilities, including use or misuse of, the condition of or hidden defects in, the Operator's premises, equipment and facilities; slipping and falling; the possibility of physical strain or injury, infection, intoxication, drowning, allergic reactions or contagious diseases.

Taking into account the contents of this Agreement and the possibility of other risks and dangers that are not yet known to me or identified in this Agreement, I voluntarily choose to participate in the Activities and I <b>FREELY ACCEPT AND FULLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITIES</b> , whether or not described in this Agreement, and the possibility of personal injury, death, property damage, expense or loss resulting therefrom.	<b>Initials:</b>  
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I further acknowledge and agree that while skiing/snowboarding I shall at all times FOLLOW ALL INSTRUCTIONS GIVEN TO ME BY THE OPERATOR'S GUIDES. I understand that my failure to FOLLOW INSTRUCTIONS may result in injury or loss of life, to myself or others, or suspension of my skiing/snowboarding privileges.

<b>I ALSO HEREBY AGREE TO INDEMNIFY and HOLD HARMLESS</b> the Releasees from ANY AND ALL LIABILITY for claims, judgments, costs or expenses of any kind whatsoever that may in any way accrue against the Releasees as a result of my participation in the Activities.	<b>Initials:</b>  
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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/snowboarding 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 affected 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. 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 myself, 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.

Emergency Contact Name: _____ (preferably someone not traveling with you) Emergency Contact Relation: _____ Emergency Contact Phone: _____ Email: _____
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Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(day) (month) (year)

In the presence of:

WITNESS: _____ (Signature)  _____ (Printed Name)	PARTICIPANT: _____ (Signature)  _____ (Printed Name)  _____ (Date of Birth: Day/Month/Year)
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Weight _____ Transceiver # _____ Shovel Pack # _____ Which I agree to return or pay current value if not returned.
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