

# 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 FOR NEGLIGENCE, BREACH OF  
CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM  
COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN  
WILDERNESS ACTIVITIES THIS SEASON**

**INITIAL**

<b>Name</b>	Last		First	
<b>Address</b>	Street		City	Prov/State
	Country	Zip Code	Date of Birth: Day / Month / Year	Age
<b>Emergency Contact</b>	Name		Phone Number	

**TO: MICA HELI GUIDES LTD. and 651383 B.C. LTD.**, carrying on business as Mica Heli, Mica Heli Skiing and Mica Heli Guides, **ARROW HELICOPTERS INC. and BINGO & BONES HOLDINGS LTD.; SKYLINE HELICOPTERS LTD.; GRAHAM AIR LTD.; MONASHEE HELICOPTERS LTD.; SWITCHBACK HELICOPTERS; HY RIDGE HELICOPTERS; 9333 HELICOPTER LEASING LTD.; CHASE HELICOPTER SERVICES LTD.; 2246224 ALBERTA ULC; 2151204 ALBERTA LTD.; CANADIAN HELI SUPPORT INC.; HELICAT CANADA ASSOCIATION; HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** and their respective directors, officers, employees, guides, volunteers, instructors, pilots, drivers, agents, independent contractors, subcontractors, representatives, successors, assigns, parent companies, affiliates, subsidiaries, insurers, other guests and participants (all of whom are hereinafter collectively referred to as the "**Releasees**").

## DEFINITIONS

In this Release Agreement, the term "**Wilderness Activities**" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: skiing, telemark skiing, snowboarding, snowmobiling, hiking, snowshoeing and other form of backcountry travel; rental or use of skis, snowboards or other equipment; demonstrations; orientation and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, shuttle buses, ski lifts and gondolas, and motor vehicles; and other activities, events and services in any way connected with or related to Wilderness Activities. This Release Agreement applies to Wilderness Activities at all locations, including mountains, lodges and other facilities, whether owned and operated by the Releasees or not, as well as all transportation provided by the Releasees prior, during or after the Wilderness Activities.

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

I am aware that Wilderness Activities involve risks, dangers and hazards. I am aware that travel by helicopter, shuttle bus or any vehicle carries inherent risks, including but not limited to, the possibility of crash landing or motor vehicle collision. Avalanches occur frequently in the terrain used for Wilderness Activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for Wilderness Activities or whether an avalanche may occur. The terrain used for Wilderness Activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; ice caves; trees, tree wells and tree stumps; open water and creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; variable and difficult snow conditions; snowcat roads, resource roads, sled tracks, and road banks, fences, and other man-made structures; access to snowcat and helicopter pick up, drop off, and landing zones; snow immersion; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; loss of balance or control; slips, trips and falls; becoming lost or separated from one's party or guide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; allergic reaction; equipment failure; negligent first aid; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** The added risks of travel by helicopter to Wilderness Activities locations include travel over mountainous or alpine environment; helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; and pilot error. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat or snowmobile hazardous.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK**

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. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

**AVALANCHE AIRBAG SYSTEM**

The Avalanche Airbag System ("AAS") consists of a backpack integrating an airbag system which is inflated by manually pulling an activation handle. Once inflated, an AAS may assist in keeping a person caught in an avalanche closer to the surface, thus potentially increasing the chances of survival. The Releasees do not warrant that the AAS shall inflate nor that it will protect the user against trauma during an avalanche.

**I UNDERSTAND THAT A HELMET DESIGNED FOR RECREATIONAL SNOW SPORTS, AAS, OR OTHER RECREATIONAL SAFETY DEVICES (THE "PROTECTIVE EQUIPMENT") MAY REDUCE THE RISK OF SOME TYPES OF INJURIES. I RECOGNIZE THAT SERIOUS INJURY OR DEATH CAN RESULT FROM BOTH LOW AND HIGH ENERGY IMPACTS, EVEN WHEN PROTECTIVE EQUIPMENT IS WORN.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of **THE RELEASEES** allowing me to participate in Wilderness Activities, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES** and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Wilderness Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Wilderness Activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, successors, insurers, and representatives, in the event of my death or incapacity;
4. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.
5. In entering into this Release Agreement, I am not relying upon 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.
6. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
7. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

**I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, SUCCESSORS, INSURERS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES THIS SEASON.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature of Witness

Please Print Name of Witness

Signature of Guest

Please Print Name

Signature of Parent or Legal Guardian if Guest is Under Age 19