

# 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!**

INITIAL

|                |                  |                                   |
|----------------|------------------|-----------------------------------|
| <b>Name</b>    | Last             | First                             |
| <b>Address</b> | Street           | City                              |
|                | Country          | Postal/Zip Code                   |
|                | Email (optional) | Date of Birth: Day / Month / Year |
|                |                  | Age                               |

**TO:** BELLA COOLA HELI SPORTS INC, 0811426 B.C. LTD, BC HELI INVESTORS INC., 1166813 B.C. LTD., 1367924 B.C. LTD., SILVER KING HELICOPTERS LTD., SKYLINE HELICOPTERS LTD., WHITE SADDLE AVIATION, TWEEDSMUIR PARK LODGE, EAGLE LODGE, WHITE SADDLE RANCH, SAND CREEK RANCH, MAPLE LEAF ADVENTURES, MAGNIFICENT SEVEN RESORTS LTD, THE MANUFACTURER AND THE DISTRIBUTOR OF THE AVALANCHE AIRBAG SYSTEM, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and all heliskiing participants (all of whom are hereinafter collectively referred to as the "Releasees").

**RENTAL AGREEMENT**

1. I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
2. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
3. [SKIERS ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.

**ASSUMPTION OF RISKS**

I am aware that alpine skiing, telemark skiing and snowboarding involve risks, dangers and hazards and that injuries are a common and ordinary occurrence in these sports.

**ALPINE SKIING** I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

**SNOWBOARDING/TELEMARK SKIING** I understand that the snowboard boot/binding system and some telemark boot/binding system 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. The use of safety strap or retention device by snowboarders or telemark skiers without ski brakes will also increase the risk of not surviving an avalanche.

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.**

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

In consideration of the rental of the Equipment, 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 and representatives, in the event of my death or incapacity;
4. 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
5. 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.

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.

**I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND 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 AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES.**

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

|                      |
|----------------------|
| Signature of Renter  |
| Print name of Renter |

|                          |
|--------------------------|
| Signature of Technician  |
| Print Name of Technician |