

BLACKCOMB AVIATION

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING
THE RIGHT TO SUE
PLEASE READ CAREFULLY!

Initial

PLEASE PRINT

NAME	LAST	FIRST	INITIAL	
ADDRESS	STREET	CITY	PROV/STATE	
COUNTRY	POSTAL CODE	DATE OF BIRTH	AGE	WEIGHT

TO: BLACKCOMB HELICOPTERS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, BLACKCOMB HELICOPTERS LTD., and/or WHISTLER HELI-SKIING LTD and their SUBSIDIARIES, AFFILIATES, INVESTORS, PARTNERS, EMPLOYEES, and CONTRACTORS
(hereinafter collectively referred to as “the OPERATORS”)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

(hereinafter referred to as “THE PROVINCE”)

DEFINITIONS

In this agreement the term “heli-hiking” shall include all activities, events or services provided, arranged or organized by the OPERATORS including, but not limited to; orientation and instruction sessions; surface or air transportation, including all helicopter travel; loading and unloading and travel in or movement around helicopters; hiking, backpacking, picnicking, fishing, climbing, mountain biking and other backcountry travel and all other activities, events and services in any way connected with or related to these activities.

ASSUMPTION OF RISKS

I am aware that heli-hiking involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for heli-hiking and may be caused by natural forces or by human activities or actions. I acknowledge and accept that the OPERATORS and their staff may fail to predict whether the terrain is safe for heli-hiking or whether an avalanche may occur. The terrain used for heli-hiking may be uncontrolled, unmarked or not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These include but are not limited to: travel over extreme mountainous or alpine terrain where fallen timber, branches, rocks, roots or other obstacles of hazards, steep slopes or unstable ground may cause falls; travel on, through or beside snowfields, glaciers, crevasses, streams, creeks, rivers, ponds and lakes; encounters with domestic animals including dogs, and wildlife, including bears and cougars; and miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude and lack of fitness. Additional risks are posed by helicopter travel in mountainous or alpine environment. Participants may become lost or separated from their guide or party. Communication in the alpine and backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Alpine and backcountry weather conditions may be extreme and can change rapidly and without warning. I am also aware that a further risk, danger and hazard of heli-hiking is negligence, inattention or inexperience of other members of my party, and **NEGLIGENCE ON THE PART OF THE OPERATORS AND THE PROVINCE, INCLUDING THE FAILURE ON THE PART OF THE OPERATORS AND THE PROVINCE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF HELI-HIKING REFERRED TO ABOVE.** I am further aware that helicopter travel in mountainous terrain involves risks arising by reason of weather conditions, mechanical malfunction and pilot error.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH HELI-HIKING AND TRAVEL BY HELICOPTER IN MOUNTAIN TERRAIN AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE OPERATORS AND THE PROVINCE** allowing me to participate in heli-hiking, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATORS AND THE PROVINCE, and their directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as “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 heli-hiking 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, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE HELI-HIKING ACTIVITIES REFERRED TO ABOVE.;

- 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 heli-hiking;
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
- This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of heli-hiking, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Date	Signature of Passenger
Witness	Signature of parent or guardian if under 19 years

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY THE OPERATOR PRIOR TO PARTICIPATING IN HELI-HIKING.

BLACKCOMB AVIATION

NAME	Last	First	Initial

ADDRESS			

TELEPHONE	residence	Business	Cellular

LOCAL ADDRESS			
			phone

PERSON TO NOTIFY IN EMERGENCY	Name		
	Address		
	Phone		

MEDICAL			
	Please list any medical conditions, allergies, etc. we should be aware of		

VEHICLE	Make/model	Colour	licence
	Location		

OTHER MEMBERS OF PARTY		

ITINERARY/ ROUTE	Date out	Date return
	Route	

ROUND TRIP	Pick up location	Pick up time
	I acknowledge that pick-up at the time, date and location indicated above may be delayed due to weather, nightfall or mechanical difficulties.	

ONE WAY DROP OFF	I confirm that Blackcomb Helicopters Limited Partnership by its General Partner Blackcomb Helicopters Ltd., and/or Whistler Heli-Skiing Ltd., is providing me with one-way out-bound transportation only, and that I have not arranged and am not expecting to be picked up.	Signature
		Dispatcher

AIR TRANSPORT AGREEMENT	
1. I have read and signed the heli-hiking Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement and I agree to be bound by the terms of that agreement. 2. I acknowledge and confirm that the Operators are supplying me with non-guided air transport services only, and that I have not requested and am not relying upon any advice, information or representations from the Operators with respect to back-country travel or safety.	
Date	Signature