

**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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Signature

LAST NAME		FIRST NAME		INITIAL
DATE OF BIRTH		AGE	MALE ?	FEMALE ?
STREET/APT	CITY	PROVINCE/STATE	POSTAL CODE	
TELEPHONE		EMAIL		

TO: BACKCOUNTRY SNOWCATS LTD., BLACKCOMB HELICOPTERS LTD., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees").

DEFINITION

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, snowboarding, snowmobiling, hiking, snowshoeing and other form of backcountry travel; rental or use of skis, snowboards or snowmobiles; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats and snowmobiles; and other activities, events and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL WEATHER

I am aware that participation in wilderness activities involves many risks, dangers and hazards. 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 am aware that the Releasees may fail to predict whether the terrain is safe 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; trees, tree wells; tree stumps; forest dead fall; creeks, streams and rivers; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; effects of high altitude including pulmonary edema and cerebral edema; equipment failure; encounters with domestic and wild animals; impact or collision with other persons; becoming lost or separated from one's party or guide; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, 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 WILDERNESS ACTIVITIES.** Communication in the alpine terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning.

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, thus increasing the risk of not surviving an avalanche.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Release Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

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, AND FURTHER 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 WILDERNESS ACTIVITIES REFERRED TO ABOVE;**

- 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;
- 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;
- 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 the Province of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release 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.

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 AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.

Date
Signature of Witness
Please Print Name

Signature of Guest
Please Print Name
Signature of Parent or Guardian if Guest is Under Age 19