# WILDERNESS ACTIVITIES

**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**

TO: **SNOWWATER HELI SKIING INC., SITE SPECIFIC MANAGEMENT LTD., HIGH TERRAIN HELICOPTERS LTD., BACKCOUNTRY ACCESS INC., DAKINE, MARQUEE BRANDS LLC., RED MOUNTAIN RESORTS INC., PURCELL HELICOPTERS LTD., WEST COAST HELICOPTERS MAINTENANCE AND CONTRACTING LTD., SOUTHWIND HELICOPTERS INC, OSOYOOS INDIAN BAND, BLACK CRYSTAL PROJECT, HELICAT CANADA ASSOCIATION, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, and their respective directors, general partners, limited partners, parent companies, affiliates, subsidiaries, shareholders, investors, agents, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns and 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, snowboarding, snowmobiling, hiking, snowshoeing and other form of backcountry travel; rental or use of skis, snowboards or other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles and motor vehicles; 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 ETC.** I am aware that wilderness activities involves 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 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 TELEMARK 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. The use of a safety strap or retention device by snowboarders or telemark skiers without ski brakes will increase the risk of not surviving an avalanche.

**NOTICE TO SNOWBOARDERS AND TELEMARK 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.

**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.**