

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT 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 ADVENTURE ACTIVITIES THIS SEASON**

INITIAL

Name	LAST	FIRST	AGE
Address	STREET		CITY
	COUNTRY	POSTAL CODE	PROVINCE/STATE
		EMAIL	

TO: **Black Tusk Helicopter Inc.**, His Majesty the King in Right of the Province of British Columbia, and their respective directors, officers, employees, pilots, agents, independent contractors, subcontractors, representatives, successors, and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITION

In this agreement the term "**Adventure Activities**" shall include but is not limited to: all activities, events, services and use of facilities either provided, organized or arranged by the Releasees including orientation and instruction courses and sessions; surface and air transportation, including all helicopter travel; loading, unloading and travel in or movement around helicopters; mountain biking; hiking; backpacking; picnicking; climbing; guided tours; sightseeing; backcountry travel; and all other activities, events and services in any way connected with or related to these activities.

PROTECTIVE EQUIPMENT

I have been advised to wear a full-face helmet and other protective equipment such as elbow/forearm and knee/shin armour when Mountain Biking.

ASSUMPTION OF RISKS

Adventure Activities take place on steep and rugged terrain and features that are both physically and technically challenging and will expose participants to many risks, dangers and hazards. These include but are not limited to: travel by helicopter over mountainous or alpine environment; helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; pilot error; travel over extreme, mountainous or alpine terrain where fallen timber, branches, rocks, roots or other obstacles or hazards, steep slopes or unstable ground may cause slips, trips and falls; travel on, through or beside snowfields, glaciers, crevasses, streams, creeks, rivers, ponds and lakes; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; damage to equipment; collisions with natural and constructed objects, other mountain bikers, vehicles and persons; 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; becoming lost or separated from ones party; negligence, inattention or inexperience of other members of the party; 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 PARTICIPATING IN ADVENTURE ACTIVITIES.

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 AWARE OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE ACTIVITIES 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.

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INITIAL

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Releasees allowing me to participate in Adventure 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 Adventure 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 ADVENTURE 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 Adventure 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 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 participating in Adventure 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.

Signed this _____ day of _____, 20_____.

Signature of Participant
Signature of Parent or Guardian if Participant is under age 19

Signature of Witness
Please print name of Witness