

**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 WILDERNESS ACTIVITIES THIS SEASON**

Initial of Guest

Name	Last	First	Middle Initial(s)
Address	Street		
	City	Prov/State	Postal/Zip Code
Email Address	Telephone	Home	Mobile

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 Release Agreement, the term "**wilderness activities**" shall include but is not limited to: all activities, services and use of facilities either provided, organized or arranged by the Releasees including orientation and instructional sessions, transportation, all travel by or movement around helicopters, other aircraft, snowcats, snowmobiles or other vehicles, alpine skiing, nordic skiing, telemark skiing, snowboarding, snowshoeing, hiking, touring, ski and snowboard touring, mountaineering, ski and snowboard mountaineering, rock climbing, ice climbing, expeditions, trekking, and glacier travel.

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

I am aware that participation in wilderness activities involves many risks, dangers and hazards including travel by helicopter over mountainous or alpine environment, helicopter crashes, being struck by rotating helicopter blades and tail rotors, mechanical malfunction of helicopters, and pilot error. 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 and tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; hypothermia, snow immersion; effects of high altitude including pulmonary edema and cerebral edema; equipment failure; encounters with domestic and wild animals; impact or collision with other persons, including other guests; becoming lost or separated from one's party or guide; negligence of other persons; 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.**

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, resulting in delay in scheduled pick up.

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.

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.

NOTICE TO SELF-GUIDED PARTIES

1. All wilderness activities will be entirely self-guided. Professional guiding services will not be provided by the Releasees.
2. By not using the services of a professional mountain guide, the risks, dangers and hazards of wilderness activities may be increased.
3. Self-guided parties must have experience in backcountry alpine travel in mountainous, avalanche-prone and glaciated terrain. It is the self-guided party's responsibility to learn about the nature and degree of challenge of the terrain and ensure that all members of the self-guided party are capable of backcountry travel in such terrain.
4. Self-guided parties must be completely self-sufficient and be capable and experienced in alpine route finding, snow stability evaluation, avalanche rescue, and wilderness first aid.
5. Self-guided parties are responsible for conducting their own avalanche transceiver practice sessions and ensuring that all members of the party are capable and experienced in avalanche rescue.
6. All self-guided parties must have the following equipment and be experienced in its use:
 - Avalanche transceivers
 - Avalanche shovels
 - Avalanche probes
 - Topographical maps
 - First aid equipment
 - Emergency communication equipment

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 Agreement, 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 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.

Signed this _____ day of _____, 20_____.

Signature of Participant
Print name of Participant

Signature of Witness
Print name of Witness