

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!

SIGNATURE OF CLIENT/STUDENT

Name		Last	First	
Address		Street	City	Prov/State
Country	Postal/Zip Code	Email (optional)		Date of Birth: Day / Month / Year
				Age

TO: SNOTECH SERVICES INC., SNOTECH SERVICES INC. doing business as HELI CANADA ADVENTURES (also referred to as HCA) AND SNOTECH SERVICES INC. doing business as REVELSTOKE SKI TOURING (also referred to as RST), HER MAJESTY THE QUEEN IN RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, ASSOCIATION OF CANADIAN MOUNTAIN GUIDES and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests, heli hiking guests, heliskiing guests, ski touring guests, and all adventure participants (all of whom are hereinafter collectively referred to as the **"Releasees"**).

WILDERNESS ACTIVITIES

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: alpine skiing, snowboarding, snowmobiling, nordic skiing, telemark skiing, hiking, mountaineering, rock climbing, ice climbing, glacier travel, trekking, backpacking, snowshoeing, camping or overnight stays, water supply 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, other aircraft, 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 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 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, unprepared, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: wildfire; danger trees; sunburn; flora; insects; lightning; burns; predictable and unpredictable weather; cornices; crevasses; cliffs; rock fall; ice fall; trees; tree wells and tree stumps; creeks; lakes; flash floods; floods; un treated water supply; rocks; boulders; forest deadfall; holes and depressions; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads and road banks; fences and other man-made structures; 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; negligent first aid; negligence of other persons, including other guests; effects of high altitude including pulmonary edema and cerebral edema; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT "NEGLIGENCE" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law or TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat or snowmobile hazardous. Disease may arise from the increased difficulty in maintaining personal hygiene.

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.

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NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark and Alpine Touring 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.

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, 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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION 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 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 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 the Province of British Columbia and no other jurisdiction; and
5. 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.
6. I understand that HCA/RST reserves the right to take photographic, video or film records of any of its trips and hereby agree that HCA/RST may use any such photographic, video or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom HCA/RST may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by HCA/RST.

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 UNDERSTAND 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.

Dated this ____ day of _____ 20__

Signature of Witness
Please Print Name

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

MEDICAL INFORMATION FORM

Name	Last	First	Initial
Date of Birth	Year	Month	Day
	Age		

EMERGENCY CONTACT

Name		RELATIONSHIP
Telephone	Home	Office
		Mobile

MEDICAL INFORMATION

ALLERGIES and FOOD ALLERGIES	
MEDICATIONS	
PREVIOUS INJURIES AND CURRENT MEDICAL CONDITIONS	
FAMILY DOCTOR	NAME
	PHONE
MEDICAL INSURANCE NUMBER AND CARRIER	
IS THERE ANY OTHER HEALTH OR MEDICAL INFORMATION YOU WANT US TO KNOW ABOUT?	
GUEST WEIGHT FOR HELICOPTER ADVENTURES – PLEASE ADD 10 LBS	