

**WHISTLER HELISLEDDER LTD.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE  
PLEASE READ CAREFULLY!

INITIAL

Please Print

NAME	LAST	FIRST	INITIAL
ADDRESS	STREET	CITY	PROV/STATE
COUNTRY	POSTAL CODE	DATE OF BIRTH	AGE

**TO: WHISTLER HELISLEDDER LTD., BLACKCOMB HELICOPTERS LTD., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and their directors, officers, employees, agents, guides, instructors, representatives, successors and assigns (hereinafter collectively referred to as the "Releasees")**

**DEFINITIONS**

In this agreement the term "snowmobiling" shall include all activities, events or services provided, arranged, sponsored or authorized by Whistler Helisledger Ltd., including but not limited to: use or operation of snowmobiles; tours; transportation or travel to or from the trail head or marshaling areas; back country travel; orientation or instructional courses, seminars and sessions; and all other such activities, events and services in any way connected with or related to Whistler Helisledger Ltd.

**ACKNOWLEDGMENT OF SAFETY**

I acknowledge that I have been advised to wear a helmet while participating in snowmobiling. I am aware that there are technicians available to answer questions I may have as to the proper use of the snowmobile. I am also aware that loose straps and clothing may become caught in the snowmobile during operation.

**ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, BACK COUNTRY TRAVEL, WEATHER, ETC.**

I am aware that snowmobiling involves many risks, dangers and hazards. Avalanches occur frequently in the alpine terrain used for snowmobiling and may be caused by natural forces or persons. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for snowmobiling or whether an avalanche may occur. The alpine terrain used for snowmobiling is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche, including but not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks, boulders, forest dead fall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snowcat roads, road banks, cut- banks, fences, and other man-made structures; mechanical failure of snowmobiles; difficulty or inability to control one's speed and direction; loss of balance resulting in flipping or rolling the snowmobile; encounters with wildlife, including bears, cougars and wolves; travel on highways and back country roads; collision with other snowmobiles, other motorized vehicles, equipment or other persons; collision with tree stumps, forest deadfall, rocks or other natural or man-made objects; failure to operate the snowmobile within one's own ability or within designated areas; becoming lost or separated from the guides or other participants; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SNOWMOBILING. Communication in the alpine terrain is difficult and in the event of an accident, rescue or medical treatment may not be readily available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by snowmobile hazardous.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in snowmobiling and permitting my use of their premises, equipment, trails and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged. 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 snowmobiling, 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 INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SNOWMOBILING REFERRED TO ABOVE;**

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage to property of, or personal injury to, any third party, resulting from my participation in snowmobiling;
- 3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
- 4. This 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 the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this 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 Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of snowmobiling, other than what is set forth in this Agreement.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signature of Witness
Print name of Witness

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

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, SIGNED, DATED AND WITNESSED BY US PRIOR TO PARTICIPATING WITH US 11/02**