

**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!

INITIAL

Name	LAST		FIRST		Date of Birth: Day / Month / Year		AGE
	STREET			CITY		PROVINCE/STATE	
Address	COUNTRY		POSTAL CODE	EMAIL			

TO: CRESCENT SPUR HELICOPTER HOLIDAYS LTD., CRESCENT SPUR HELI-SKIING, MARK AUBREY, CRESCENT SPUR BC, CRESCENT SPUR LODGE LTD., THE AUBREY FAMILY TRUST, SPAUDE HOLDINGS LTD., CLIMB HELICOPTERS LTD., ASCENT HELICOPTERS LTD., MILNERS MOUNTAIN GUIDING INC., D, 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 "Heli-hiking" shall include all activities, events or services provided, arranged or organized by the Releasees including, but not limited to: orientation and instruction sessions; surface and air transportation, including all helicopter travel; loading, unloading and travel in or movement around helicopters, and boats; backcountry travel; multi-day trips and camping; mountaineering; climbing; backpacking; overnight stays in the outdoors; picnicking; fishing; fly-fishing; hiking; use of watercraft; use of safety equipment including personal floatation devices, accommodation, food, beverage and water supply; and all other activities, events and services in any way connected with or related to these activities.

ASSUMPTION OF RISKS

I am aware that participating in Heli-hiking involves 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; unsteady footing in boats, waterbodies or onshore; falling from the boat; drowning; hypothermia due to exposure to very cold water; mechanical malfunction of helicopters or motorized boats; pilot error; travel over extreme, mountainous or alpine terrain where fallen timber, branches, rocks, roots, logs, loose gravel or other obstacles or hazards, steep slopes or unstable ground may cause slips and falls; travel on, through or beside snowfields, glaciers, crevasses, streams, creeks, rivers, ponds and lakes; rock slides; avalanches; lightning, high winds or adverse weather conditions; injury to eyes, face, hands and other body parts due to contact with or impaling on hooks or fragments from fishing rods; encounters with domestic animals including dogs, and wildlife, including bears and cougars; becoming lost or separated from the guide or party; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude and lack of fitness; food poisoning; negligent first aid; and infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact.

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 also aware that further a risk, danger and hazard of participating in Heli-hiking is negligence, inattention or inexperience of other members of my 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 HELI-HIKING.

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I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN HELI-HIKING 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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in **Heli-hiking**, 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 **heli-hiking 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 HELI-HIKING.

- 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 Heli-hiking;
- 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 Heli-hiking, 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 AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Date (dd/mmm/yyyy)	Signature of Witness
Signature of Participant	Print Name of Witness
Print Name of Participant	Signature of parent or guardian if participant is under 19 years