

**BELLA COOLA HELI SPORTS INC. and TWEEDSMUIR PARK LODGE**

**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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

**INITIAL**

<b>Name</b>	Last		First		
	Street		City	Prov/State	
<b>Address</b>	Country	Postal/Zip Code	Personal Email (ie not your work email)	Date of Birth: Day / Month / Year	Age

**TO: BELLA COOLA HELI SPORTS INC, 0811426 BC LTD, BC HELI INVESTORS INC., 1166813 B.C. LTD., WEST COAST HELICOPTERS MAINTENANCE & CONTRACTING LTD, TWEEDSMUIR PARK LODGE, GREAT SLAVE HELICOPTERS LTD., WHITE SADDLE AVIATION, MAGNIFICENT SEVEN RESORTS LTD, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,** and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns and guests (all of whom are hereinafter collectively referred to as the "Releasees").

**DEFINITIONS**

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: hiking, biking (including e-bikes), paddling, paddleboarding, climbing, mountaineering, via ferrata, fishing, wildlife encounters, bear viewing, boating, horseback riding, skiing, snowboarding, snowshoeing and all other forms of backcountry travel; rental or use of any and all equipment; demonstrations; orientation and instructional courses; loading, unloading and travel by or movement in or around helicopters, boats 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 wilderness activities involve risks, dangers and hazards. Landslides, avalanches, floods, fire and accidents can occur 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 the hazards and cannot guarantee that the terrain, geography and waterways are safe for wilderness activities. The terrain, geography and waterways used for wilderness activities are uncontrolled, unmarked, not inspected and involves many risks and dangers. These may include, but are not limited to: cliffs; trees, tree wells, tree stumps, and forest deadfall; creeks, rivers and rainfall; rocks, boulders and cliffs; cornices, crevasses and glacier ice falls; roads, road banks, fences, and other man-made structures; impact or collision with other persons or objects; wild life encounters, 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 THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the wilderness is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, boat or vehicle hazardous.

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.

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

In consideration of **THE RELEASEES** allowing me to participate in wilderness 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 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 THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE;**

- 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;
- 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;
- 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
- 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.

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 UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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 Guest
Please Print Name
Signature of Parent or Guardian if Guest is Under Age 19

Signature of Witness
Please Print Name