

**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

Name	Last	First	Initial
Address	Street	City	
	Prov./State	Date of Birth	Age

In consideration of THE OPERATORS (as defined below) accepting my application for and permitting me to participate in a helicopter hiking and/or mountaineering trip and/or other summer experience (collectively referred to below as a "THE OPERATORS Heli-Hiking or Heli-Mountaineering Trip") on lands owned by or under the control of THE OPERATORS or the Province (as defined below) or elsewhere, the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement ("THE OPERATORS Hiking, Mountaineering and Adventure Waiver") are entered into by me with and for the benefit of:

**Bella Coola Heli Sports Inc
Tweedsmuir Lodge Inc
0811426BC Ltd**

and

**Her Majesty the Queen in Right of
British Columbia**
(hereinafter referred to as the "Province")

West Coast Helicopters Ltd
and their affiliates and subsidiaries (collectively,
"The Operators")

and the "**Personnel**" (as defined below)

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, THE OPERATORS, the Province and any of their shareholders, directors, officers, employees, servants, hiking and mountaineering guides, helicopter pilots, helicopter maintenance personnel, agents, contractors, suppliers and representatives (collectively, the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of any THE OPERATORS Hiking or Mountaineering Trip due to any cause whatsoever on the part of any one or more of THE OPERATORS, the Province, the Personnel or others, including:

- (a) **negligence** (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the hiking, mountaineering and/or adventure industry in the Province of British Columbia for the safety of hikers, mountaineers and adventurers);
- (b) **breach of any other duty imposed by law**, including any duty imposed by occupiers liability or other legislation;
- (c) **breach of any contract**; and
- (d) **mistakes or errors in judgment** of any kind.

I am aware of the risks inherent in hiking and mountaineering and I am aware that helicopter hiking and mountaineering has certain additional dangers and risks, including:

AVALANCHES, ROCK FALL OR ICE FALL: which can frequently occur in the mountain terrain used for hiking and mountaineering and may be caused by natural forces including steepness of slopes, snow or ice depth, instability of the snowpack or rock or glacier, or changing weather conditions, or by climbers or hikers, or by aircraft or helicopter or the failure for any reason of THE OPERATORS or its staff to predict whether the terrain is safe for hiking and mountaineering or where or when an avalanche, rock fall or ice fall may or may not occur;

MOUNTAINOUS AND STEEP TERRAIN: where a fall, whether roped or un-roped, may cause injury or death. In addition, the mountainous areas used for hiking and mountaineering have areas and steep slopes which in their natural state have many dangerous obstacles and hazards which may be hidden or covered by snow. Some of these obstacles and hazards include glacier crevasses, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, and varying and difficult snow and climbing conditions. These mountainous areas may also have dangerous man-made obstacles and hazards which may include logging and other roads, steep road banks, fences and other structures. The areas used for hiking and mountaineering may not have been travelled previously and are not regularly patrolled or examined. Because of forested areas, wild and rugged terrain or bad weather, hikers and mountaineers may become lost or separated from their guides or companions. Communication in this mountain terrain is always difficult and, in the event of an accident, rescue and medical treatment may not be available;

AIRCRAFT AND HELICOPTER TRAVEL: additional risks are posed by aircraft and helicopter travel in mountainous areas and in changeable weather conditions;

EQUIPMENT: equipment used for hiking and mountaineering may fail. The equipment used in hiking and mountaineering may include, but is not limited to, ropes, helmets, harnesses, climbing protection, ice tools, skis, boots, ski poles, and avalanche transceivers. This equipment may be provided by THE OPERATORS, its guides, or other hikers and climbers or it may be affixed to the mountain or trail;

WEATHER: weather conditions may be extreme and can change rapidly without warning;

ALTITUDE: the altitude of areas used for hiking and mountaineering may cause illness or death;

WILD ANIMALS: which are unpredictable in nature and may attack mountain travellers;

WATERCRAFT: I am aware of the risks of the use of any watercraft for transport or adventure. The risks may include, but are not limited to, frigid water, unpredictable currents, submerged rocks and rock outcroppings, fallen trees, waterfalls, sinking, capsizing, swamping, uncontrolled drifting, and collisions with other craft or obstacles. I acknowledge that there is a significant risk of injury or death from these hazards, including by drowning or from hypothermia or delay in rescue.

LAKE AND FLY FISHING: I am aware that fishing in fast flowing rivers and streams, large and small lakes, either by wading or in boats or floatation equipment, can have unforeseen dangers and hazards including slipping and falling on rocks beneath the surface or being swept away in rapids or fast moving water; and I also am aware of the risk of drowning if I become submerged while wearing fishing waders.

TRANSPORTATION TO AND FROM AREAS: I am aware of the risks associated with transport through mountainous areas including rapidly changing road and highway conditions and the risks of using aircraft, motor coaches, vans and taxis which may or may not be owned and/or operated by THE OPERATORS.

THE OPERATORS, ITS STAFF AND OTHER HIKERS AND MOUNTAINEERS: the conduct, including negligence, of THE OPERATORS, its staff including its guides and of all other hikers and mountaineers whether they are associated with THE OPERATORS or independent hikers or mountaineers.

I assume and accept all the risks and dangers of hiking and mountaineering and the possibility of personal injury, death, property damage or other loss as a result. I agree that, although THE OPERATORS and the Personnel may take precautions to reduce the risks and increase the safety of hiking and mountaineering and to determine whether a particular mountain is safe from the risk of avalanche or other hazards, it is not possible for THE OPERATORS or the Personnel to make hiking and mountaineering completely safe or to predict with complete assurance whether the terrain is safe. I willingly accept these risks and agree to the terms of this THE OPERATORS Hiking, Mountaineering and Adventure Waiver even if THE OPERATORS or any of the Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of any THE OPERATORS Hiking or Mountaineering Trip.

I am aware that the enjoyment and excitement of hiking and mountaineering is derived in part from walking or climbing in wild, rugged, uncontrolled environments and is contributed to by the inherent risks of hiking and mountaineering.

In signing this THE OPERATORS Hiking, Mountaineering and Adventure Waiver, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by THE OPERATORS in the THE OPERATORS Mountaineering or Heli-Hiking brochures or other brochures or by any of the Personnel or by the Province to induce me to go on a THE OPERATORS Hiking or Mountaineering Trip.

I confirm that I am of the full age of nineteen years, that I have had sufficient time to read and understand what I am agreeing to in this THE OPERATORS Hiking, Mountaineering and Adventure Waiver before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that the THE OPERATORS Hiking, Mountaineering and Adventure Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation pertaining to this agreement or arising out of my THE OPERATORS Heli-Hiking, Heli-Mountaineering and/or other summer experience shall be instituted in British Columbia and nowhere else.

I agree that the terms "helicopter mountaineering" "Heli-Mountaineering" and "mountaineering" "Helicopter Hiking," "Heli-Hiking", and "Hiking" herein include, walking, scrambling, rock climbing, ice climbing, skiing and other similar activities and the terms "mountaineer" and hiker includes, walker scrambler, rock climber, ice climber and skier.

THIS AGREEMENT RELEASES THE OPERATORS, BELLA COOLA HELI SPORTS INC, Tweedsmuir Lodge Inc 0811426BC Ltd, THE PROVINCE AND WEST COAST HELICOPTERS FROM LIABILITY—PLEASE READ IT CAREFULLY.

Signed and witnessed this _____ day of _____, year _____

Signature of Witness

Signature of Applicant

Print Name of Witness

Print Name of Applicant

MINOR'S PERMISSION FORM/WAIVER

I _____ parent/guardian of _____ (the "Minor") do hereby declare my full understanding of his/her intention to participate in the above activities. I declare that I have made myself fully aware of the danger to his/her person and property presented by such participation and do hereby grant him/her permission to participate in said events, and to save harmless all other participants in this event and THE OPERATORS from liability for personal injury or property damage which may arise by reason of, or as a result from, his/her participation in such activities.

Parent/Guardian signature _____

Date _____