

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as 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!

I AGREE
(Initial)

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO ALL MY PARTICIPATION IN ADVENTURE ACTIVITIES FOR A PERIOD OF 12 MONTHS FROM THE DATE I SIGN IT.

I AGREE
(Initial)

I confirm: (i) I am the person listed below, I will be participating in the Adventure Activities, I am at least 19 years old, and I am completing this Release Agreement for myself; or (ii) I am the parent/legal guardian of the minor listed below and I am authorized to complete this Release Agreement on their behalf. I understand the Releasees are relying on this confirmation, as well as my accurate completion of, and unconditional agreement with, this Release Agreement in agreeing to allow me to participate in Adventure Activities.

I AGREE
(Initial)

Participant	LAST	FIRST	DATE OF BIRTH
Address	STREET	CITY	PROVINCE/STATE
	COUNTRY	POSTAL/ZIP CODE	EMAIL

TO: COMPASS HELI TOURS LTD., O/A COMPASS HELI TOURS, CONTOUR HELICOPTERS LTD., CUSTOM HELICOPTERS LTD., VALLEY HELICOPTERS LTD., TALON HELICOPTERS LTD., HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA, all other entities that provide helicopter or other transportation services for the Adventure Activities, and each of their respective directors, officers, employees, instructors, guides, supervising guides, apprentice guides, volunteers, agents, independent contractors, contractors, subcontractors, representatives, successors, assigns, and other guests and participants and organizations participating in or connected with the Adventure Activities (all of whom are hereinafter collectively referred to as the "Releasees")

DEFINITIONS

In this Release Agreement, the term "**Adventure Activities**" shall include all activities, accommodations, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: all activities in any way related to kayaking, hiking, backcountry travel, camping or overnight stays in the outdoors, backpacking, touring, helicopter sightseeing, fishing, stand up paddle boarding, swimming, glacier traverse, photography tours, weddings, engagements, snowshoeing, use of equipment either rented or loaned, including PFDs, kayaks, paddles, fishing equipment, camping gear, snowshoes, and avalanche safety gear, orientation, training and instructional sessions or courses, demonstrations, food, beverage and water supply, and all travel by or movement in or around helicopters, other aircraft, kayaks and other watercraft, and other vehicles, use of all facilities, first aid and rescue services, and all other activities, events and services in any way connected with or related to Adventure Activities. The term "**watercraft**" includes boats, kayaks, paddleboards, canoes, and all other vessels that travel on the water.

The term "**negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide or instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

ASSUMPTION OF RISKS– AVALANCHES, ALPINE TERRAIN, WILDERNESS & WATER TRAVEL, WEATHER, ETC.

I am aware that participating in Adventure Activities will expose me to many risks, dangers and hazards that could result in physical injury, psychological injury, death, paralysis, property damage, or loss to me and other third parties. Avalanches occur frequently in the terrain used for Adventure 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 Adventure Activities or whether an avalanche may occur. The risk, dangers and hazards of participating in Adventure Activities may include, but are not limited to: use of uncontrolled, unmarked, untravelled and uninspected terrain; failure to predict whether the terrain is safe; avalanches; overturning, falling out of, or becoming separated from the watercraft; cold shock, cold incapacitation or hypothermia due to exposure to very cold water; entrapment in or under water by the watercraft, trees, logs, rocks, equipment, or other objects; drowning; variable or unknown water depths; variations in the water conditions and currents; impact or collision with paddles, rocks, trees, logs, deadfall, other watercraft, other persons and other objects; encounters with domestic or wild animals; effects of high altitude including pulmonary edema and cerebral edema; encounters with dangerous or poisonous flora and fauna; equipment failure, including a PDF; travel over extreme, mountainous or alpine terrain where fallen timber, branches, rocks, roots, logs, loose gravel, holes, or other obstacles or hazards, steep slopes or unstable ground may cause slips and falls at level or from heights; cliffs; exposure to contaminated water; rapid and extreme changes in weather conditions; lightning; wild fires; high winds; effects of exposure to hot weather; negligent first aid or rescue services; allergic reactions; foodborne illnesses; slips, trips and falls; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence, inattention or inexperience of other persons; becoming lost or separated from the guide or party; rock slides or rockfall; injury to eyes, face, hands and other body parts due to contact with or impaling on hooks or fragments from fishing rods; witnessing or being involved in a traumatic or upsetting incident; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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 ADVENTURE ACTIVITIES.**

The added risks of travel by helicopter for Adventure Activities include travel over mountainous or alpine terrain; helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; and pilot error. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, foot or water difficult or dangerous.

I have read and agree with the above.

I AGREE (Initial)

ACKNOWLEDGEMENT – WATER SAFETY

I acknowledge that I have been advised I am required to wear a personal flotation device (PFD) while participating in watercraft activities. I understand that wearing a PDF is critically important when engaging in watercraft activities on alpine and glacier lakes where water temperatures are extremely cold and cold incapacitation can occur rapidly. Instruction on the proper use of the PFD is available from the guides.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN ADVENTURE ACTIVITIES, AND I AGREE 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. I FURTHER AGREE MY PARTICIPATION IN ADVENTURE ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS.

I AGREE
(Initial)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Adventure 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participation in Adventure 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 INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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 ADVENTURE ACTIVITIES;**

I AGREE (Initial)

- 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 Adventure 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 British Columbia and no other jurisdiction;
- 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;
- 6. If I am signing this Release Agreement electronically, I consent to signing it electronically and confirm that my electronic signature is the legal equivalent of my manual signature in this Release Agreement; and
- 7. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 Adventure Activities, other than what is set forth in this Release Agreement.

Marine Liability Act: The Marine Liability Act, S.C. 2001, c. 6 may also limit the liability of the Releasees in the event of an accident resulting in death or injury.

If I am signing this Release Agreement on behalf of a minor, I agree it is my responsibility to warn them of the risks, dangers, and hazards of participating in Adventure Activities and I confirm I have reviewed the risks, dangers, and hazards with the minor participant. I further agree it is my responsibility to supervise the minor's participation in Adventure Activities.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Dated this _____ day of _____ 20_____

Signature of Participant (or parent/legal guardian if Participant is under 19)	Print Name of Participant (or parent/legal guardian if Participant is under 19)
Signature of Witness	Print Name of Witness