

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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ADVENTURE ACTIVITIES THIS SEASON.

Signature of Participant

Name	First	Last	Date of Birth (d/m/y)	
Address		City	Prov/State	Postal/Zip
Email	Tel#		Drivers License#	Country Issued

TO: BC0979874 LTD, DBA, Head-Line Mountain Holidays and Club; BOMBARDIER RECREATIONAL PRODUCTS INC., BRP; BLACKCOMB HELICOPTERS LTD; BLACKCOMB AVIATION LIMITED PARTNERSHIP, and/or BLACKCOMB AVIATION LEASING LTD. (each doing business as Blackcomb Aviation); the King in right of the Province of British Columbia; clubs, associations and tour operators who provide or make available facilities and premises for Adventure Activities as defined below; and their respective directors, officers, employees, guides, agents, independent contractors, volunteers, subcontractors, representatives, successors, assigns, other guests and all participants (hereinafter collectively referred to as the "Releasees").

DEFINITION

In this Release Agreement, the term "**Adventure Activities**" shall include all activities, events, filming, photography, accommodation, transportation, and related services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: skiing; snowboarding; snowmobiling; hiking; snowshoeing; tours; sightseeing and flightseeing; travel in the backcountry and mountainous terrain including avalanche terrain; travel on and in glaciers, ice caves, quinzhees, igloos; to, from and in hot spring; rock climbing, rappelling and abseiling; use of rental or loaned equipment; demonstrations; orientational and instructional courses, seminars and sessions; operating, loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, all terrain vehicles and motor vehicles; and other activities, events and services in any way connected with or related to Adventure Activities.

ACKNOWLEDGMENT – SAFETY

- I acknowledge that I am required to wear an approved helmet while participating in certain Adventure Activities.
- I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Adventure Activities.

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

I am aware that participating in Adventure Activities involves risks, dangers and hazards. 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 terrain used for Adventure Activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. The additional risk, dangers and hazards of participating in Adventure Activities 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; mechanical malfunction of helicopters; pilot error; changing weather conditions; cornices; crevasses; cliffs; trees, tree wells and tree stumps; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; variable and difficult snow conditions and limited visibility; variation or steepness in terrain; difficulty or inability to control one's speed, direction, stopping distances and turning radius; snowcat roads and road banks, fences, and other man-made structures; snow immersion; streams, creeks, lakes, rivers and glaciers; rolling or flipping the vehicles; effects of high altitude including pulmonary edema and cerebral edema; hypothermia and hyperthermia; impact or collision with structures, vehicles or objects; collision with other persons; loss of balance or control; slips, trips and falls; encounters with domestic or wild animals; becoming lost or separated from one's party, instructor or guide; equipment failure; failure to act safely or within one's own ability or stay within designated areas; negligent first aid; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF THE RELEASEES.**

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Participants Initials

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 ADVENTURE ACTIVITIES.

Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be readily available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat and snowmobile hazardous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE 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.

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** allowing me to participate in Adventure Activities, and permitting my use of their property, vehicles, trails, terrain parks, equipment and other facilities 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 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 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;

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

I CONFIRM THAT I HAVE READ AND 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.

Dated this _____ day of _____ 20_____

Head-Line Witness - Signature
Head-line Witness - Print Name

Print Name of Participant
Signature of Participant
Signature of Parent or Guardian if Participant is Under age 19

VOLUNTARY PHOTO RELEASE

Head-Line Mountain Holidays captures photo and video imagery during all of its Adventure Activities for research, risk management, promotions and documentation purposes. Head-Line requests permission to use an individuals likeness with or without identification for these purposes

I grant Head-Line Mountain Holidays, it’s representatives and employees the right to take photographs of me and my property in connection with the above-identified activities. I authorize Head-Line Mountain Holidays, it’s assigns and transferees to copyright, use and publish the same in print and / or electronically for any lawful purpose, including for example such purposes as publicity, illustration, advertising and web content.

I have read and understand the above:

Name (Print): _____.

Signature: _____.