

CRESCENT SPUR HELICOPTER HOLIDAYS LTD.

**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		DOB MM/DD/YYYY		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, ASCENT HELICOPTERS LTD., AKASHA HELICOPTERS LTD., MILNERS MOUNTAIN GUIDING INC., HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA., 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 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: orientation and instruction sessions; surface and air transportation, including all helicopter travel; loading, unloading and travel in or movement around helicopters; travel by watercraft and personal flotation devices, backcountry travel; multi-day trips and camping; mountaineering; climbing; backpacking; overnight stays in the outdoors; picnicking; fishing; fly-fishing; hiking; boating; 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 – ALPINE TERRAIN, WATER HAZZARDS, WILDERNESS TRAVEL, WEATHER ETC.

I am aware that participating in "**wilderness activities**" involves many risks, dangers and hazards. I acknowledge and accept that the Releasees may fail to predict whether the terrain is safe for wilderness activities. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected and 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; travel by watercraft; hypothermia due to exposure to very cold water; mechanical malfunction of helicopters or; 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 or wild animals; becoming lost or separated from the guide or group; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude and lack of fitness; loss of balance or control; food poisoning; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; allergic reaction; equipment failure; negligent first aid; negligence of other persons, including other guests; 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 WILDERNESS ACTIVITIES.

Communication in the alpine terrain and river valleys 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, travel by helicopter or watercraft 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.**

CRESCENT SPUR HELICOPTER HOLIDAYS LTD.

**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

TO: CRESCENT SPUR HELICOPTER HOLIDAYS LTD., CRESCENT SPUR HELI-SKIING, MARK AUBREY, CRESCENT SPUR, BC, CRESCENT SPUR LODGE LTD., THE AUBREY FAMILY TRUST, ASCENT HELICOPTERS LTD., AKASHA HELICOPTERS LTD., MILNERS MOUNTAIN GUIDING INC., HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, 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")

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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS 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 wilderness 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 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 wilderness activities, other than what is set forth in this Release Agreement.

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

Date (MM/DD/YYYY)	Signature of parent/guardian if participant is under 19 years
Signature of Participant	Signature of Witness
Print Name of Participant	Print Name of Witness