

**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!**

**INITIAL**

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN THE ACTIVITIES**

<b>Name</b>	Last		First		
	Street		City		Prov/State
<b>Address</b>	Country	Postal/Zip Code	Email (optional)		Date of Birth: Day / Month / Year
	Age				

**TO: KINGFISHER HELISKIING LTD., KFH HOLDINGS ULC, KNIGHT SKIING ULC, CS IRWIN LLC, IRWIN BACKCOUNTRY GUIDES LLC, RVL MANAGEMENT ULC, RVL PROPERTY CO ULC, CUSTOM HELICOPTERS LTD., ECLIPSE HELICOPTERS LTD., ARROW HELICOPTERS LTD., VALHALLA HELICOPTERS LTD., GLACIER HELICOPTERS LTD., TIM MILLER, HAROLD ZEOLKOWSKI, GRASSY CREEK L.L.C., RVL PROPERTY HOLDINGS LTD., HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** and all related companies and their respective directors, officers, employees, guides, instructors, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and all Activity participants (all of whom are hereinafter collectively referred to as the "Releasees").

**DEFINITION**

In this agreement the term "**Activities**" shall include but is not limited to: all travel by and movement around helicopters and other aircraft, watercraft or other vehicles; rock climbing; use of and operation of ATVs and UTVs; use of and operation of jetskis, jetboats and other watercraft; wakesurfing; wakeboarding; kayaking; canoeing; paddleboarding; rafting; fishing; mountaineering; backpacking; hiking; trail running; backcountry travel; paragliding; sky diving; cycling; mountain biking, including descents and tours; sightseeing; use of trails, bike parks and cross-country trails; swimming; river floating; golfing; use of equipment, watercraft, floats and tubes; demonstrations and events; orientation and instructional courses; seminars and sessions; and other such activities, events and services in any way connected with or related to those activities and use of facilities either provided or arranged by the Releasees.

**ACKNOWLEDGEMENT – BACKCOUNTRY TRAVEL, NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

Communication in backcountry terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Disease may arise from the increased difficulty in maintaining personal hygiene. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

**ASSUMPTION OF RISKS**

I am aware that my participation in the Activities involves many risks, dangers and hazards. The terrain used for the Activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. These may include, but are not limited to: slips, trips and falls; rockfall; loss of balance; effects of the weather; high winds; effects of altitude; variation in terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rock drops, loose gravel, holes, depressions, streams and creeks; collisions with natural and constructed structures, vehicles or equipment; collision with other persons; over-exposure to the sun, insect bites, fatigue, dehydration, exertion, and lack of fitness; overturning or upsetting of watercraft, floats or tubes; drowning; hypothermia; exposure to water and sun; becoming lost or separated from one's party or guide; equipment failure including equipment associated with or related to climbing, rappelling, belaying, and the use of watercraft; mechanical failure of equipment; failure of parachute or other safety equipment; failure to act safely or within one's own ability or stay within designated areas; negligent first aid; impact or collision with other persons; encounters with dangerous or poisonous flora and fauna; encounters with domestic and wild animals; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.**

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INITIAL

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I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

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

In consideration of the Releasees allowing me to participate in the Activities and permitting my use of the services, parking lots, Explorers Society Hotel, equipment, trails and other facilities (hereinafter, the "premises"), 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 the 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 THE 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 the 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 the activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT 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. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN THE ACTIVITIES.**

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 of Witness