

# BLACKCOMB HELICOPTERS and ALPX EXPEDITIONS

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (hereinafter, the "Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING  
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.  
PLEASE READ CAREFULLY!**

Initial

LAST NAME		FIRST NAME AND INITIAL(S)		AGE	WEIGHT
ADDRESS / CITY		PROVINCE / STATE, COUNTRY		POSTAL / ZIP CODE	
LOCAL PHONE #	CELL PHONE #	EMERG. CONTACT NAME		EMERG. CONTACT PHONE #	
MEDICAL	Please list any medical conditions, allergies <i>etc.</i> we should be aware of.				

**TO: ALPX EXPEDITIONS LIMITED PARTNERSHIP dba ALPX EXPEDITIONS and dba TYAX ADVENTURES, ALPX EXPEDITIONS LTD., FITZCREEK MANAGEMENT CORPORATION, TYAX AIR SERVICE LTD., BLACKCOMB HELICOPTERS LIMITED PARTNERSHIP dba BLACKCOMB HELICOPTERS, BLACKCOMB HELICOPTERS LTD., BLACKCOMB AVIATION LEASING LIMITED PARTNERSHIP, BLACKCOMB AVIATION LEASING LTD.** (all of whom are hereinafter collectively referred to as "BLACKCOMB"); and  
**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** (hereinafter referred to as the "PROVINCE")

### DEFINITIONS

In this Agreement the term "Heli Venture Tours" shall include all activities, events, and services provided, arranged, or organized by BLACKCOMB including, but not limited to: orientation and instruction sessions; surface or air transportation, including all helicopter, aircraft, and vehicular travel; loading and unloading and travel in or movement around helicopters and aircraft; alpine skiing, ski-touring, nordic skiing, telemark skiing, snowboarding, splitboarding, ski-mountaineering, hiking, backpacking, picnicking, sightseeing, flightseeing, fishing, kayaking, horseback riding, stand-up paddle boarding, swimming, climbing, mountaineering, mountain biking, and other backcountry travel; accommodation, food and beverage, water supply; and all other activities, events, and services in any way connected with or related to the above-listed activities, events, and services.

### ASSUMPTION OF RISKS

I am aware that Heli Venture Tours involve many risks, dangers, and hazards. Avalanches, landslides, and rock fall occur frequently in the terrain used for Heli Venture Tours and may be caused by natural forces or by human activities or actions. I acknowledge and accept that BLACKCOMB and their staff and guides may fail to predict whether the terrain is safe for Heli Venture Tours or whether an avalanche, landslide, or rockfall may occur. The terrain used for Heli Venture Tours may be uncontrolled, unmarked, or not inspected, and involves many risks, dangers, and hazards in addition to that of avalanche, landslide, and rockfall. These include but are not limited to: travel over extreme mountainous or alpine terrain where fallen timber, branches, rocks, roots, or other obstacles or hazards, steep slopes, or unstable or slippery ground may cause slips, trips, or falls; travel on, through, or beside snowfields, glaciers, cornices, crevasses, cliffs, trees, streams, creeks, rivers, ponds, and lakes, and holes and depressions on or below the snow surface; encounters with domestic animals, including dogs, and wildlife, including bears and cougars; encounters with dangerous or poisonous flora and fauna; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, hypothermia, exertion, high altitude, and lack of fitness; impact or collision with person or object; loss of balance; difficulty or inability to control one's speed or direction; infectious disease, howsoever contracted, and which may be transmitted through direct or indirect contact; lightning strike; and equipment failure. **MOUNTAIN BIKING FALLS FREQUENTLY RESULT IN INJURIES.** Additional risks are posed by helicopter, aircraft, and other modes of travel in a mountainous or alpine environment. Participants may become lost or separated from their guide or party. Communication in the alpine and backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Alpine and backcountry weather conditions may be extreme and can change rapidly and without warning. Further risks arising in relation to travel in helicopters and aircraft include mechanical malfunction and pilot error. **I AM ALSO AWARE THAT A FURTHER RISK, DANGER, AND HAZARD OF HELI VENTURE TOURS IS NEGLIGENCE, INATTENTION, OR INEXPERIENCE OF OTHER PERSONS, AND NEGLIGENCE ON THE PART OF BLACKCOMB AND THE PROVINCE, INCLUDING THE FAILURE ON THE PART OF BLACKCOMB AND THE PROVINCE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF HELI VENTURE TOURS.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH HELI VENTURE TOURS 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.

I ACKNOWLEDGE THAT I HAVE BEEN ADVISED TO WEAR APPROPRIATE CLOTHING AND PROTECTIVE WEAR AT ALL TIMES WHILE PARTICIPATING IN HELI VENTURE TOURS, AS MAY REASONABLY BE REQUIRED, INCLUDING BUT NOT LIMITED TO, A FULL-FACE HELMET AND OTHER PROTECTIVE EQUIPMENT SUCH AS ELBOW/ FOREARM AND KNEE/SHIN ARMOUR WHEN MOUNTAIN BIKING.

**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 thus users of the said boot/binding systems are at greater risk of not surviving an avalanche.

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

In consideration of **BLACKCOMB** and the **PROVINCE** allowing me to participate in Heli Venture Tours, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I HEREBY AGREE AS FOLLOWS:**

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **BLACKCOMB** and the **PROVINCE**, and their directors, officers, employees, guides, agents, contractors, representatives, successors, subsidiaries, affiliates, investors, partners, and shareholders (all of whom are hereinafter collectively referred to as “**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 Heli Venture Tours **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, ERRORS, MISTAKES IN JUDGEMENT, 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 OR ANY OF THEM, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES OR ANY OF THEM TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE HELI VENTURE TOURS REFERRED TO ABOVE. THE RELEASEES’ LIABILITY IS EXCLUDED BY THESE CONDITIONS;**
- 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 Heli Venture Tours;
- 3. THAT BLACKCOMB** reserves the right to take photographic or film records of any Heli Venture Tours **AND THAT BLACKCOMB MAY USE ANY SUCH PHOTOGRAPHIC OR FILM RECORDS** for promotional and commercial purposes, without any remuneration to me. **I HEREBY ASSIGN TO BLACKCOMB** all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by **BLACKCOMB**;
- 4. TO PAY THE COSTS OF NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE, OR FIRST AID** that may be required for me or my belongings, as the case may be;
- 5. THAT BLACKCOMB MAY REFUSE** to provide Heli Venture Tours to any person who, in the opinion of **BLACKCOMB**, at any time is or becomes a hazard to himself or herself, or to other persons. I also acknowledge and agree that any such refusal will not entitle me to a refund or any monies paid, or release me from the obligation to pay monies then owed;
- 6. THAT I WILL BE RESPONSIBLE** for any damage to any equipment rented by me and pay for any related repair costs, and that I will replace any equipment rented by me at its full retail value if not returned by the agreed date or if damaged beyond repair;
7. This 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;
8. This 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 the Province of British Columbia, Canada and no other jurisdiction; and
9. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia, Canada and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by **THE RELEASEES** with respect to the safety of Heli Venture Tours, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.**

Date	Signature of Participant
Witness	Signature of parent or guardian if under 19 years