

Blackcomb Helicopters, AlpX Expeditions, & Tyax Adventures

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!

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

Initial

Name of Guest	Age	Weight
Telephone No.	Email	
Emerg. Contact Name	Emerg. Contact Phone No.	Emerg. Contact Email
Medical:	Please list any medical conditions, allergies etc. we should be aware of.	

TO: AlpX Expeditions LP, carrying on business as **AlpX Expeditions** and **Tyax Adventures**, **AlpX Expeditions Ltd.**, **Fitzcreek Management Corporation**, **Tyax Air Service Ltd.**, **Blackcomb Helicopters LP** carrying on business as **Blackcomb Helicopters**, **Blackcomb Helicopters Ltd.**, **Blackcomb Aviation Leasing LP**, **Blackcomb Aviation Leasing Ltd.** (all of whom are collectively referred to as, "**Blackcomb**"), **His Majesty the King in the Right of the Province of British Columbia**, and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, volunteers, representatives, successors, assigns, affiliates, guests, and customers (all of whom are hereinafter collectively referred to as "**the Releasees**")

DEFINITION: In this Release Agreement, the term "**Heli Activities**" shall include all activities, events, and services provided, arranged, or organized by the Releasees 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, split-boarding, ski-mountaineering, hiking, backpacking, picnicking, sightseeing, flightseeing, fishing, kayaking, horseback riding, stand-up paddle boarding, swimming, climbing, mountaineering, mountain biking, and other backcountry travel; backcountry accommodation, food and beverage, water supply; renting and loaning of equipment; 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 Activities involve many risks, dangers, and hazards. Avalanches, landslides, and rock fall occur frequently in the terrain used for Heli Activities and may be caused by natural forces or by human activities or actions. I acknowledge and accept that the RELEASEES may fail to predict whether the terrain is safe for Heli Activities or whether an avalanche, landslide, or rockfall may occur. The terrain used for Heli Activities may be uncontrolled, unmarked, or not inspected. Heli Activities and the terrain used for Heli Activities involves many risks, dangers, and hazards in addition to the above. 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 or wild animals; 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; equipment failure; becoming lost or separated from one's guide or party; problems with radio or other communication; delayed or negligent first aid; negligence, inattention, or inexperience of other persons, including other guests; **AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE 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 HELI ACTIVITIES.** Additional risks are posed by helicopter, aircraft, and other modes of travel in a mountainous or alpine environment. Communication in the alpine and backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be 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. **MOUNTAIN BIKING FALLS FREQUENTLY RESULT IN INJURIES.**

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

I ACKNOWLEDGE THAT I HAVE BEEN ADVISED TO WEAR APPROPRIATE CLOTHING AND PROTECTIVE WEAR AT ALL TIMES WHILE PARTICIPATING IN HELI ACTIVITIES, INCLUDING A FULL-FACE HELMET AND 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.

CONSENT TO MEDICAL TREATMENT/TRANSPORT: I authorize Blackcomb to arrange for medical care, treatment and/or procedures (collectively “Care”) for me, and/or to transport me to a medical facility or hospital for the same if, in the opinion of Blackcomb, Care is needed. I knowingly and voluntarily consent in advance to any Care given to me by Blackcomb prior to transport to a medical facility or hospital, provided it is necessary in the reasonable judgment of Blackcomb. Further, I agree to pay all costs associated with such Care and transportation provided to me, and to indemnify and hold harmless Blackcomb from any costs incurred in connection therewith.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the **RELEASEES** allowing me to participate in Heli Activities, 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 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 Activities, and the administration of Care, **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 OR ANY OF THEM, INCLUDING THE 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 HELI 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 Heli Activities;
- 3. **THAT BLACKCOMB** may take photographic or film records of any Heli Activities **AND 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 related media in which my name or likeness might be used;
- 4. **TO PAY THE COSTS OF EVACUATION, RESCUE, OR FIRST AID** that may be required for me or my belongings;
- 5. **THAT BLACKCOMB MAY REFUSE** to provide Heli Activities 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 TO BLACKCOMB** for damage to any equipment rented by me, pay for any related repair costs, and 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 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;
- 8. 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 the Province of British Columbia, Canada and no other jurisdiction; and
- 9. Any litigation involving the parties to this Release 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.

I CONFIRM THAT I HAVE READ AND AGREE TO 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 HELI ACTIVITIES.

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