

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, WARNING, INDEMNITY AND
CONSENT TO MEDICAL TREATMENT 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!

PLEASE COMPLETE THE BELOW INFORMATION:

Name of Participant:
(legal name as shown on passport)

Date of Birth:
(mm/dd/yyyy)

Sex:

Have you hiked/skied/boarded with MWHS in the past?

Emergency Contact Name:
(preferably someone not traveling with you)

Emergency Contact Phone:

Emergency Contact Relation:

In consideration of MWHS (as defined below) accepting my application for and permitting me to participate in a helicopter skiing trip ("MW Heli-Ski Trip") on lands owned by or under the control of MWHS or the Province (as defined below) or elsewhere, the following Release of Liability, Waiver of Claims, Assumption of Risk, Warning, Indemnity and Consent to Medical Treatment Agreement (the "Agreement") is entered into by me with and for the benefit of:

Cariboo Helicopter Skiing (88) Ltd., Cariboo Monashee Heli-Ski Village Ltd. and Mike Wiegele Helicopter Skiing LP (collectively, "**Mike Wiegele Heli-Skiing**"), Yellowhead Helicopters Ltd. ("**Yellowhead**") and their respective parent companies, affiliates and subsidiaries (collectively with Mike Wiegele Heli-Skiing, "**MWHS**") and **His Majesty the King in Right of the Province of British Columbia** ("Province") the "**Personnel**" (as defined below)

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, MWHS, the Province and any of their shareholders, directors, officers, employees, servants, helicopter skiing guides, helicopter pilots, helicopter maintenance personnel, agents, contractors, suppliers, equipment manufacturers and distributors, including but not limited to Amer Sport Canada, ASC Sports Canada Inc., Salomon Canada Inc. and Atomic Canada, helipad providers, representatives, health professionals and other guests, as well as their respective successors and assigns (collectively, the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of any MW Heli-Ski Trip due to any cause whatsoever on the part of any one or more of MWHS, the Province, the Personnel or others, including:

- negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the helicopter skiing industry in the Province of British Columbia for the safety of heli-skiers);
- breach of any other duty imposed by law, including any duty imposed by occupiers' liability or other legislation;
- breach of any contract; and
- mistakes or errors in judgment of any kind.

I AM AWARE OF THE RISKS INHERENT IN SKIING AND I AM AWARE THAT HELICOPTER SKIING HAS CERTAIN ADDITIONAL DANGERS AND RISKS, INCLUDING BUT NOT LIMITED TO:

AVALANCHES: I am aware that avalanches frequently occur in the mountainous terrain used for helicopter skiing and that avalanches have caused a number of fatalities involving heli-skiing. If I use a snowboard or telemark skis, I am aware that there is an increased risk that I will not survive an avalanche if the snowboard or telemark skis do not have a binding release mechanism. I am aware that the risk of an avalanche is always present in helicopter skiing, that this risk cannot be completely eliminated by MWHS and the Personnel, and that avalanche accidents may result from the failure for any reason (including negligence) of MWHS or the Personnel to correctly determine the stability and safety of a slope for skiing or to predict where or when an avalanche might occur.

MOUNTAIN TERRAIN: In addition to avalanches, I am aware that the rugged mountain terrain used for helicopter skiing has many other dangerous obstacles and hazards including glacier crevasses, rock outcroppings, cornices, cliffs, heavily forested areas with fallen trees and tree stumps, creeks and boulders and also man-made hazards such as logging clear cuts, logging roads, road banks and fences that cross heli-skiing slopes; that these hazards may be hidden by snow; and that if I become injured or lost in severe winter weather conditions or difficult terrain there is a risk of delay in being rescued.

SNOW IMMERSION: I am aware that deep depressions can form in the snow beneath the trees (also known as tree wells) and in other locations on slopes used for helicopter skiing, which can cause snow immersion and be a serious hazard to heli-skiers and that a number of heli-skiing fatalities have occurred when heli-skiers have fallen into such depressions.

OTHER HELI-SKIERS: Heli-skiers ski in groups or with partners and I am aware of the risk of colliding with other heli-skiers and the risk of being separated from other heli-skiers or becoming lost.

HELICOPTER TRAVEL: I am aware of the risk of mechanical failure or operational error including pilot error in the operation of helicopters and that there are increased risks of helicopter travel in mountainous areas, especially in winter weather conditions.

EQUIPMENT – RENTED OR OWNED: I am aware of the risk that the equipment used during a MW Heli-Ski Trip such as, but not limited to, Avalanche Transceivers, Avalanche Flotation Devices, skis, snowboards, bindings, shovel, probe, radios, and helmets, whether or not they are provided by MWHS, supplied by third parties, or brought on the MW Heli-Ski Trip by me for my own use, may not function as designed or as intended. I am aware that regardless of the functionality of such equipment, the use of such equipment may not prevent injury or death. I understand that bindings may not release, or may release, in all situations where release, or non-release, may prevent injury and therefore the bindings cannot guarantee my safety. I understand that undesired release or non-release are inherent risks of using the binding system. In snowboarding, cross-country, telemark skiing, snowshoeing, snowblading, ski boarding with skiboards or any other equipment not equipped with release bindings, the binding system may not be designed to, and therefore will not ordinarily, release during use. It is my responsibility to ensure that I bring proper boots on my heli-skiing adventure. I am aware that my ski or alpine touring boots must be compatible with DIN standard downhill bindings. I understand that I may be unable to ski should I bring non-compatible boots on my MW Heli-Ski Trip. I also understand that MWHS may refuse at its sole discretion to provide me with skis if I bring inappropriate boots, and MWHS shall have no obligation to indemnify me as a result. I REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ME ONLINE, IN-PERSON, OR OTHERWISE TO PERSONNEL WILL BE OR IS ACCURATE AND COMPLETE, INCLUDING BUT NOT LIMITED TO HEIGHT, WEIGHT, AGE AND SKIER CLASSIFICATION. I AGREE THAT IT IS MY RESPONSIBILITY TO INFORM MWHS OF ANY CHANGES TO MY INFORMATION PRIOR TO RENTING OR USING EQUIPMENT. I accept for use "AS IS" and without any warranty express or implied, all equipment provided by MWHS and to return either before use or promptly after discovery for replacement, repair or service any equipment I have reason to believe to be damaged or defective. I acknowledge that there may be increased risk of injury or death to me as a result of my own personal preference for binding setting, particularly in view of the inherent and other risks of the sport of skiing. I understand that I may not be present when my equipment is fitted and adjusted. I authorize employees of MWHS to select helmet size and fit and binding settings based on the information I provided, and hereby waive the opportunity to verify helmet size and fit and binding settings. I accept full responsibility for the care of the equipment and agree to be responsible for the replacement at full retail value of any equipment damaged or not returned.

Initial: _____

WEATHER: I am aware that weather conditions may be extreme and can change rapidly without warning.

TRANSPORTATION TO AND FROM AREAS: I am aware of the risks associated with transport through mountainous areas including rapidly changing road and highway conditions and the risks of using aircraft, motor coaches, vans, taxis, and other vehicles, which may or may not be owned and/or operated by MWHS.

MWHS, ITS STAFF AND OTHER GUESTS: I am aware that there are risks associated with the conduct, including negligence, of MWHS, its staff including its guides and of all other guests.

DRUGS AND ALCOHOL: I understand and agree that I will never board a helicopter or ski or ride while under the influence of alcohol or any drug, including marijuana, that could impair my ability to safely perform these activities, regardless of whether prescribed, legal or illegal, and I acknowledge that any failure on my part to comply will jeopardize the safety of myself and others and can result in my being not allowed to participate in the sole discretion of a guide.

OTHER RISKS RELATED TO LODGE LIFE AND OTHER ACTIVITIES: I am aware that there are additional risks involved with staying at MWHS' lodges, including using their equipment and facilities, such as: climbing wall and other climbing equipment, gym equipment, whirlpool, cross-country skiing and touring, snowshoeing, snow biking, ice skating, hiking, cold plunge, which risks include misuse of, condition of and hidden defects in the equipment and facilities; falling off the wall or ropes; loose or damaged hand or toe holds; failure or malfunction of ropes, cables, or other gear or devices including broken ropes or cables, tethers, pulleys, and harnesses; slipping and falling; the possibility of physical strain or injury, infection, intoxication, allergic reactions and contagious diseases; drowning, water immersion or hypothermia; frostbite; unstable ice and snow; open water hazards; wet, slick or uneven walking surfaces.

MEDICAL ASSISTANCE: I agree that in the event I require medical assistance, consultation, treatment or services, my relationship with the health professional and any dispute arising therefrom will be governed by the laws of the Province where the assistance, consultation, treatment or services took place.

I ASSUME AND ACCEPT ALL THE RISKS AND DANGERS OF HELICOPTER SKIING INCLUDING THOSE LISTED ABOVE AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS AS A RESULT. I AGREE THAT, ALTHOUGH MWHS AND THE PERSONNEL MAY TAKE PRECAUTIONS TO REDUCE THE RISKS AND INCREASE THE SAFETY OF HELICOPTER SKIING AND TO DETERMINE WHETHER A PARTICULAR SLOPE IS SAFE FROM THE RISK OF AVALANCHE OR OTHER HAZARDS BEFORE IT IS SKIED, IT IS NOT POSSIBLE FOR MWHS OR THE PERSONNEL TO MAKE HELICOPTER SKIING COMPLETELY SAFE OR TO PREDICT WITH COMPLETE ASSURANCE WHETHER THE TERRAIN TO BE SKIED IS SAFE FROM THE RISK OF AVALANCHE. I WILLINGLY ACCEPT THESE RISKS AND AGREE TO THE TERMS OF THIS AGREEMENT EVEN IF MWHS OR ANY OF THE PERSONNEL ARE FOUND IN LAW TO BE NEGLIGENT OR IN BREACH OF A DUTY OF CARE OR ANY OTHER OBLIGATION TO ME IN THEIR CONDUCT OF ANY COMPONENT OF ANY MW HELI-SKI TRIP.

Initial: _____

PHOTOGRAPHY AND VIDEO: I understand that MWHS reserves the right to take photographic or film records of any of its trips and hereby agree that MWHS may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom MWHS may engage in joint marketing, without any remuneration to me. I hereby assign 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 MWHS.

GENERAL PROVISIONS AND GOVERNING LAW

In signing this Agreement, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by MWHS in any brochure, magazine, printed material or electronic media, or by any of the Personnel or by the Province to induce me to go on a MW Heli-Ski Trip.

I confirm that I am at least the full age of nineteen years, that I have had sufficient time to read and understand what I am agreeing to in this Agreement before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that this Agreement and the terms it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this Agreement shall be instituted in the Province of British Columbia and nowhere else. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect.

I agree that the terms "helicopter skiing", "heli-skiing" and "skiing" herein include snowboarding, mono-skiing, telemark skiing, ski touring, snowshoeing and other similar activities and the term "heli-skier" includes snowboarder, mono-skier, telemark skier, ski tourer and snowshoer.

THIS AGREEMENT RELEASES MWHS, THE PROVINCE AND THE PERSONNEL FROM LIABILITY – PLEASE READ IT CAREFULLY.

By signing you are making a commitment. On the strength of this commitment, we will charter an expensive helicopter, stock food and helicopter fuel, provide vacation planning services, maintain a highly trained staff and turn away others who would like the space we are holding for you.

I UNDERSTAND THAT BY EXECUTING THIS AGREEMENT THAT ALL RELEASES AND WAIVERS CONTAINED HEREIN WILL APPLY TO EACH BOOKING AND TO EVERY MW HELI-SKI TRIP THAT I PARTICIPATE IN THIS WINTER SEASON (NOVEMBER 1ST TO MAY 31ST) WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH ADDITIONAL MW HELI-SKI TRIP THAT I PARTICIPATE IN DURING THE SAME WINTER SEASON.

Name of Participant: _____ **Date Signed:** _____
(legal name as shown on passport)

Address: _____ **City:** _____

State/Prov: _____ **Zip/Postal Code:** _____ **Country:** _____

Email: _____ **Phone:** _____

SIGNATURE OF PARTICIPANT: _____

Your Privacy Matters
 This information is collected with regard to the Personal Information Protection Acts of British Columbia and Alberta. Your information is required by MWHS to accept your booking on a MW Heli-Ski Trip. It will be used to contact you regarding your booking, payments, services and other trips and programs offered by MWHS or through organizations associated with MWHS. Financial information will only be used to process payment. If you prefer not to receive any additional promotional material please e-mail us at yourprivacy@alterramtnc.com. If you have questions about the collection or use of this information please call 1-800-661-0252

