

TLH HELISKIING

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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

Last First Country

TO: TLH HELISKIING LTD., TYAX MOUNTAIN LAKE RESORT LTD, TYAUGHTON LAKE WILDERNESS RESORT LTD., WILDCAT HELICOPTERS INC., SEQUOIA HELICOPTERS LTD., CC HELICOPTERS LTD. and BLACKCOMB HELICOPTERS LTD. (collectively, the "OPERATORS")

AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the "PROVINCE")

DEFINITIONS

In this Release Agreement:

- a) the term "skiing" shall include "snowboarding" and "telemark skiing";
b) the term "wilderness skiing" shall apply to both "helicopter skiing" and "snowcat skiing" and shall include all activities, services and use of facilities either provided by or arranged by the Operators or in any way related to either helicopter skiing or snowcat skiing including, but not limited to: orientation and instructional sessions; transportation; accommodation and recreational activities in addition to skiing; snowmobiling; loading, unloading and travel in or movement around helicopters and snowcats; and all skiing and other activities in the alpine area.

ABS AVALANCHE AIRBAG SYSTEM

The ABS Avalanche Airbag System ("ABS") consists of a backpack with airbags that are inflated by pulling a manually operated activation handle. Once inflated, an ABS may keep a person caught in an avalanche closer to the surface, thus increasing the chances of survival. The ABS will not protect the user against many sources of trauma in an avalanche. Use of the ABS is mandatory by all guests.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC. I am aware that wilderness skiing involves risks, dangers and hazards in addition to those normally associated with downhill skiing. Avalanches occur frequently in the alpine terrain used for wilderness skiing. I acknowledge and accept that the Operators and their staff may fail to predict whether the alpine terrain is safe for skiing or whether an avalanche may occur. The alpine terrain used for wilderness skiing is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snowcat roads and road banks, fences, and other man-made structures; impact or collision with other skiers, snowmobilers, persons or objects; the failure to ski safely or within one's own ability or within designated areas; failure of the ABS Avalanche Airbag System; negligence of other skiers or persons; and NEGLIGENCE ON THE PART OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES, INCLUDING THE FAILURE ON THE PART OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING. Skiers may become lost or separated from their skiing party or guide. Communication in the alpine terrain 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, making travel by helicopter, snowcat or snowmobile hazardous.

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

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 will not release under normal circumstances. The use of a safety strap or retention device by snowboarders or telemark skiers without ski brakes will increase the risk of not surviving an avalanche.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATORS and THE PROVINCE allowing me to participate in wilderness skiing, 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 have in the future against THE OPERATORS and THE PROVINCE and their directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns (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 wilderness skiing, 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, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING REFERRED TO ABOVE;

- 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 skiing;
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 the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province 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 wilderness skiing, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Witness

Signature of Participant
Print name clearly