



6990 Sunnybrae Canoe Point Road
Tappen, B.C. V0E 2X1
250 835 4516
info@cacltd.ca
www.canadianadventurecompany.com

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, & GUEST
AGREEMENT**

(hereinafter called the "Agreement")

**BY SIGNING THIS 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

Print full name of Guest: Last, First

Print mailing address of Guest: Street, City, Province or State, Country, Postal Code or Zip Code

If Guest's age is under 19 at date of signing, print date of birth (day, month, year) and current age of Guest

TO: CANADIAN ADVENTURE COMPANY HOLDINGS (2015) LTD., 0582471 B.C. Ltd., (collectively referred to as "Canadian Adventure Company"), YELLOWHEAD HELICOPTERS LTD., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, THE MANUFACTURER AND THE DISTRIBUTOR OF THE AVALANCHE AIRBAG SYSTEM used at Canadian Adventure Company, and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns and guests (all of whom are hereinafter collectively referred to as the "Releasees").

In consideration of the Releasees allowing me to participate in wilderness activities, and in consideration of Canadian Adventure Company accepting my reservation to participate in wilderness activities, I hereby acknowledge and agree as follows.

DEFINITIONS

In this Agreement, the term "wilderness activities" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: skiing, snowboarding, snowmobiling, snowshoeing, hiking, llama hiking and other form of backcountry travel; rental or use of skis, snowboards or other equipment; use of llamas; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, all terrain vehicles, and motor vehicles; and other activities, events and services in any way connected with or related to wilderness activities.

AVALANCHE AIRBAG SYSTEM

The Avalanche Airbag System (“AAS”) consists of a backpack integrating an airbag system which is inflated by manually pulling an activation handle. Once inflated, an AAS may assist in keeping a person caught in an avalanche closer to the surface, thus potentially increasing the chances of survival. The AAS may not always inflate and may not protect the user against trauma during an avalanche.

ASSUMPTION OF RISKS - AVALANCHES, TERRAIN, WILDERNESS TRAVEL, WEATHER ETC.

I am aware that wilderness activities involve risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the terrain is safe for wilderness activities or whether an avalanche may occur. The terrain used for wilderness activities 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: cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; snow and land movement; cliffs; variable and difficult snow conditions; snowcat, snowmobile and all terrain vehicle roads and road banks, fences, and other man-made structures; snow immersion; impact or collision with other persons or objects; becoming lost or separated from one’s party or guide; animals (domestic and wild); failure to stay within my abilities; failure to follow instructions from Canadian Adventure Company, or otherwise; negligence of other persons, including other guests; 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 THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. 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 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.

NOTICE TO SNOWBOARDERS, SNOWSHOERS, TELEMAR SKIERS, AND USERS OF SAFETY STRAPS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, snowshoe, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. Those facts, and/or the use of a safety strap or retention device by snowboarders, snowshoers, telemark skiers, or anyone else, will increase the risk of not surviving an avalanche.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

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.

NOTICE TO SELF-GUIDED PARTIES

1. All wilderness activities at Canadian Adventure Company will be entirely self-guided. Professional guiding services will not be provided by the Releasees.
2. By not using the services of a professional mountain guide, the risks, dangers and hazards of wilderness activities may be increased.
3. Self-guided parties must have experience in backcountry alpine travel in mountainous, avalanche-prone and glaciated terrain. It is the self-guided party’s responsibility to learn about the nature and degree of challenge of the terrain at Canadian Adventure Company and ensure that all members of the self-guided party are capable of backcountry travel in such terrain.
4. Self-guided parties must be completely self-sufficient and be capable and experienced in alpine route finding, snow stability evaluation, avalanche rescue, and wilderness first aid.
5. Self-guided parties are responsible for conducting their own avalanche transceiver practice sessions and ensuring that all members of the party are capable and experienced in avalanche rescue.
6. All self-guided parties must have the following equipment and be experienced in its use:
 - Avalanche transceivers
 - Avalanche shovels
 - Avalanche probes
 - Topographical maps
 - First aid equipment
 - Emergency communication equipment

7. Emergency communication equipment may be provided by Canadian Adventure Company, however it is the self-guided party's responsibility to ensure that these radios are operational and that back-up radios are provided by the party. Radio communication in the alpine terrain may be difficult or not possible.
8. Canadian Adventure Company may provide a Lodge Attendant to assist in the running and maintenance of the Lodge. The Lodge Attendant is not permitted to provide self-guided parties with guiding services or advice. By invitation of the self-guided party, the Lodge Attendant may join the party for backcountry travel; however in no such case will the Lodge Attendant serve in the role of guide to the self-guided party.
9. Self-guided parties must leave a daily trip plan at the Lodge before departing each morning.
10. Self-guided parties are responsible for maintaining a call-in schedule as previously arranged with Canadian Adventure Company.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES allowing me to participate in wilderness activities, 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 wilderness 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 THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES 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 activities;
3. 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;
4. 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 and no other jurisdiction; and
5. Any litigation involving the parties to this 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.

All references to Canadian Adventure Company Holdings (2015) Ltd. & 0582471 B.C. Ltd., in this Agreement, in another other printed item, on the internet, in any digital item, and in any other medium or location, and regardless of what acronym or other abbreviation of Canadian Adventure Company Holdings (2015) Ltd. might be used, is in all cases a reference only to Canadian Adventure Company Holdings (2015) Ltd. and 0582471 B.C. Ltd.

Releasees as referred to aforesaid shall include all helicopter operators and avalanche airbag system manufacturers and distributors whether specifically named herein or not, and all providers of goods and services whether specifically named herein or not, that are in any way related to my reservation with Canadian Adventure Company to participate in wilderness activities.

Details of my reservation with Canadian Adventure Company shall be as contained in written, oral and electronic communications between me and Canadian Adventure Company occurring either before or after I have signed this Agreement, and nothing in those details or communications shall limit the terms of this Agreement.

I confirm that I am physically fit and capable of participating in the wilderness activities.

I confirm that if I am signing this Agreement as parent or legal guardian of a guest who is not 19 years of age or older, that I am that parent or legal guardian.

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 wilderness activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD 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.

Print full name of Guest: Last, First

If applicable, print full name (Last, First), and relationship, of parent or legal guardian of person signing for a Guest that is under the age of 19 at the date of signing.

Signed below, and initialed by all signatories where indicated above,
this ____ day of _____, 20____ .

Signature of Guest

If applicable, signature of Parent or Legal Guardian of Guest

Signature of Witness to Guest (and if applicable to Parent or Legal Guardian of Guest)

Print full name of Witness: Last, First