

**RELEASE OF ALL CLAIMS, WAIVER OR LIABILITY AND
ACCEPTANCE OF INHERENT RISKS**

**WARNING : By signing this document you, your family and
representative give up the right to sue**

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To : **CANADIAN SKI GUIDE ASSOCIATION**
(the "Operator")

and

HELICOPTER OPERATOR OR SNOWCAT OPERATOR

As used from time to time and all associated and affiliated
companies as they now existed or may hereafter be acquired
(collectively "Mechanized Operator")

and

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
(the "Province")

In consideration of the Operator accepting my application for and my being permitted to go on the Operator's mechanized ski guide training course on lands owned by the Province or elsewhere, involving travel on a helicopter or snowcat owned or operated by Mechanized Operator, I, _____, agree to this **RELEASE OF CLAIM, WAIVER OF LIABILITY AND ASSUMPTION OF RISKS** (collectively "this Agreement").

Initial

On behalf of myself, my heirs, executors, administrators, assigns and whomever else may have an interest either at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now and in the future, and release from all liability and agree not to sue the Operator, Mechanized Operator, and the Province, their officers, directors, employees, representatives (collectively the "Releasees") for any and all personal injury, death, property damage or loss sustained by me as a result of my participation in a mechanized ski guide training course with the Operator due to any cause whatsoever, including, without limitation, negligence on the part of the Releasees. For the purpose of this Agreement, "mechanized ski guide training course" shall extend from the time of my initial arrival at the location of that training to my final departure therefrom and includes any and all activities occurring at any time and anywhere in that town, on the surrounding ski hills or elsewhere, including all mechanised travel whether or not for the purposes for guide training.

I am aware mechanized skiing and guide training has, in addition to the usual dangers and risks inherent in the sport of skiing (being loss of control, collisions with other skiers, trees, rocks and other man-made or natural obstacles, failure of equipment, etc.) certain additional damages and risks, including but not limited to:

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1. **AVALANCHES** – which may frequently occur in the mountain terrain used for helicopter ski guide training and may be caused:
 - a) By natural forces, including steepness of slopes, snow depth, instability of the snow pack or changing weather condition, or
 - b) By skiers, the helicopter, another avalanche in the vicinity, or the failure for any reason of the Releasees to predict whether the terrain is safe for skiing or whether or when an avalanche may or may not occur.

The danger of avalanches includes the risk of failure of avalanche safety and rescue equipment and techniques and any negligence in the training or use thereof.

2. **MOUNTAIN TERRAIN** – mountainous areas with steep slopes in their natural state have many obstacles and hazards (such as cliffs, crevasses, breakable snow crust, ice, wild animals, etc.) may not have been skied previously, are not regularly patrolled or examined, may required cross-country skiing or trekking, where skiers may be lost or separated from their guide or other skiers and where communication is difficult and rescue and medical treatment may not be available.

- 3. **HELICOPTER / SNOWCAT TRAVEL** – the conduct, including negligence of Mechanized Operator. This includes operational errors and/or mechanical failure, as well as the additional risks which are posed by helicopter travel in mountainous areas and in winter weather conditions.
- 4. **WEATHER AND ALTITUDE** – weather conditions may be extreme and can change rapidly without warning, creating risk of frostbite, exposure, hypothermia, etc. and hampering rescue attempts. High altitudes and rarefied atmosphere also increase the effect of sunlight and physical exertion.
- 5. **GUIDE TRAINING** – gaining sufficient experience, knowledge and judgement to become a qualified mechanized ski guide may require exposure to risks that are significant. These risks may include the following, namely: ice climbing, rock climbing, crevasse rescue, sling rescue with a helicopter and a great variety of other high risk activities relating to the mountains, rock, ice, snow and helicopters.
- 6. **THE OPERATOR AND OTHER SKIERS** – the conduct, including negligence of the Operator and of other skiers. This includes skiing under the control of the mechanized skiing guides, whose advice and direction may differ from skiing practices elsewhere.
- 7. **SNOWCAT TRAVEL** – the conduct, including negligence of the snowcat driver, including, operational error and/or mechanical breakdown or failure, as well as the risks of dangerous mountain roads in snowcat trails.

I accept all the inherent risks and dangers of mechanized ski guide training and the possibility of personal injury, death, property damage or loss resulting therefrom.

I acknowledge that I want to take mechanized ski guide training courses and gain the experience involved in such training.

I further acknowledge and agree that while skiing I shall at all time FOLLOW THE COURSE INSTRUCTOR'S INSTRUCTIONS. I understand that my failure to FOLLOW THE COURSE INSTRUCTOR'S INSTRUCTIONS may result in injury of loss of life, to myself or others, or suspension of my skiing privileges.

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In the context of this Agreement, and without limiting the generality of the term, negligence shall include any act or omission relating to guiding, use of the helicopters, prediction of avalanche danger, choice of skiing terrain, prediction of weather conditions or any other conditions or factors that may amount to a departure from the standard of care which a person of common prudence usually takes of his own concerns having regard for the activity of mechanized skiing.

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In enter into this Agreement I am not relying on any oral or written representations or statements made by any of the Releasees. I further agree that the terms of this Agreement may only be amended by a duly executed written agreement between the Releasees and myself and that this Agreement shall not effected or altered by any subsequent oral or written representations made by any of the Releasees.

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I confirm that I am of full age of nineteen (19) years and that I have carefully read and understand this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors. I am also aware that I am waiving certain legal rights that I other may have and I enter into this Agreement of my own free will and volition.

Signed this _____ day of _____,

In the presence of:

(Signature of Witness)

Name of Witness:

(Signature)

Name:

Date of Birth: