

**ICEFIELD HELICOPTER TOURS INC.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE  
RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

INITIAL

<b>Name</b>	Last	First	Middle Initial	
<b>Address</b>	Street			
	City	Prov/State	Postal/Zip	Country
	Telephone	Mobile	Date of Birth	Weight

**TO: ICEFIELD HELICOPTER TOURS INC., KANANASKIS MOUNTAIN HELICOPTERS LTD., RIMROCK HOLDINGS INC., and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCES OF BRITISH COLUMBIA and ALBERTA** and their respective directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as **"THE RELEASEES"**)

In this agreement, the term **"adventure activities"** shall refer to all activities, events or services provided, arranged or organized by the **Releasees** including, but not limited to: orientation and instruction sessions; surface or air transportation, including all helicopter travel; loading, unloading and travel in or movement around helicopters; hiking, backpacking, picnicking, fishing, climbing, mountaineering, mountain biking, caving, glacier walks and other backcountry travel, and all other activities, events and services in any way connected with or related to these activities;

**ASSUMPTION OF RISKS**

I am aware that **adventure activities** involve many risks, dangers and hazards. 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 ground may cause falls; travel on, through or beside snowfields, glaciers, crevasses, streams, creeks, rivers, ponds and lakes; encounters with domestic animals including dogs, and wildlife including bears and cougars; and miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude and lack of fitness. Additional risks are posed by helicopter travel in a mountainous or alpine environment. Participants may become lost or separated from their guide or party. Communication in the alpine and backcountry terrain is difficult and in the event of an accident, rescue, evacuation and medical treatment may not be immediately available. Alpine and backcountry weather conditions may be extreme and can change rapidly and without warning. I am also aware that a further risk, danger and hazard of **adventure activities** is negligence, inattention or inexperience of other members of my party, 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 ADVENTURE ACTIVITIES. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of **RELEASEES** allowing me to participate in **adventure 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 **adventure 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, 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 THE ADVENTURE 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 **adventure activities**;
- 3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, 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 Alberta and no other jurisdiction; and
- 5. Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

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

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

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

**ICEFIELD HELICOPTER TOURS INC.**

<b>Local Address</b> (HOTEL/MOTEL/ CAMPGROUND Etc.)		

<b>PERSON TO NOTIFY IN CASE OF EMERGENCY</b>	name	
	address	
	phone	

<b>MEDICAL</b>	Please list any medical conditions, allergies, etc. we should be aware of
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<b>VEHICLE</b>	make/model	colour	licence
	location		

<b>OTHER MEMBERS OF PARTY</b>		

<b>ITINERARY</b>	date out	date return
	route	

<b>ROUND TRIP OR PICK UP ONLY</b>	<b>I acknowledge that pick-up at the time, date and location indicated above may be delayed due to weather, nightfall or mechanical difficulties</b>		
	pick-up location		
	date	time	Initial here

<b>ONE WAY DROP OFF</b>	<b>I confirm that the Releasees are providing me with one-way out bound transportation only, and that I have not arranged and am not expecting to be picked up the Releasees.</b>	
		Initial here

<b>TRANSPORT OF HUNTERS PROHIBITED</b>	<b>I am aware that Alberta Wildlife Regulations prohibit the transport of hunters, firearms, ammunition or game by helicopter. I confirm I do not hold a hunting permit and that the purpose of my trip does not involve hunting and that I will not be transporting firearms, ammunition or game. Cooks being transported by the Releasees to hunting camps must verify that they do not possess hunting permits.</b>	
		Initial here

<b>TRANSPORT OF HUNTERS PROHIBITED</b>	<b>I am aware that Alberta Wildlife Regulations prohibit the transport of hunters, firearms, ammunition or game by helicopter. I confirm that I do hold a hunting permit and that the purpose of my trip does not involve hunting and that I will not be transporting firearms, ammunition or game.</b>	
		Initial here

<b>AIR TRANSPORT AGREEMENT</b>	
<ol style="list-style-type: none"> <li>I have read and signed the adventure activities Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement and I agree to be bound by the terms of that agreement.</li> <li>I acknowledge and confirm that the Releasees are supplying me with a non-guided air transport services only, and that I have not requested and am not relying upon any advice, information or representations from the Releasees with respect to back-country travel or safety.</li> </ol>	
Date	Signature

