

# WILDERNESS SKIING WAIVER

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING  
THE RIGHT TO SUE  
PLEASE READ CAREFULLY!

LAST:	FIRST: INITIAL:
STREET:	CITY:
PROV/STATE: POSTAL CODE/ZIP CODE :	DATE OF BIRTH:

<b>TO: KNIGHT INLET HELISPORTS LTD. EARLY SPRING FISHING LTD. and JOHN BUFFERY ENTERPRISES INC.</b>  (hereinafter collectively referred to as "THE OPERATORS")	<b>AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA</b> (hereinafter referred to as "THE PROVINCE")
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**A. DEFINITIONS**  
In this agreement:

1. the term "skiing" shall include "snowboarding" and "telemark skiing":
2. 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 wilderness skiing including, but not limited to: orientation and instructional sessions; transportation; accommodations on land or floating, recreational activities in addition to skiing wherever located; loading, unloading and travel in or movement around helicopters, snowcats and boats; and all skiing and other activities in the alpine area.
3. the term "Personnel" shall include all shareholders, directors, employees, officers, servants, agents, independent contractors, representatives, successors and assigns, of the Operators.

**B. ASSUMPTION OF RISKS** - I am aware that wilderness skiing involves risks, dangers and hazards in addition to those normally associated with downhill skiing. The alpine terrain used for wilderness skiing is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include but are not limited to:

1. **AVALANCHES:** I am aware that avalanches frequently occur in the mountainous terrain used for wilderness skiing and that avalanches have caused a number of fatalities involving wilderness 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 mechanisms. I am aware that the risk of an avalanche is always present in wilderness skiing, that this risk cannot be completely eliminated by the Operators and their Personnel, and that avalanche accidents may result from the failure, for any reason of the Operator or its Personnel to correctly determine the stability and safety of a slope for skiing or to predict where or when an avalanche might occur.
2. **MOUNTAIN TERRAIN:** I am aware that the rugged mountain terrain used for wilderness skiing has many 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 wilderness 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.
3. **TREE WELLS:** I am aware that deep depressions ("tree wells") in the snow beneath the trees on slopes used for wilderness skiing can be a serious hazard to wilderness skiers and that a number of wilderness skiers have died when they have fallen into tree wells.
4. **OTHER WILDERNESS SKIERS OR PARTICIPANTS:** Wilderness skiers ski in groups or with partners and I am aware of the risk of colliding with other wilderness skiers and the risk of being separated from other wilderness skiers or becoming lost.
5. **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 with helicopter travel in mountainous areas, especially in winter weather conditions.
6. **WEATHER:** I am aware that weather conditions may be extreme and can change rapidly without warning. I am aware that weather conditions may result in frostbite or hypothermia.
7. **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, helicopters, motor coaches, vans and taxis which may or may not be owned and/or operated by the Operators. I am aware that accommodations on a boat have additional risks, including but not limited to wet or slippery surfaces, sudden or unexpected movement, low overhead obstacles and small spaces.

8. **NEGLIGENCE ON THE PART OF THE OPERATORS AND PERSONNEL:** I am aware that the Operators and their Personnel may be negligent and may fail to safeguard me from the risks, dangers and hazards of wilderness skiing. They may even fail to use such care as a reasonably prudent and careful person would use under similar circumstances and fail to meet standards of care in the helicopter skiing industry in the Province of British Columbia for the safety of wilderness skiers.

9. **INCREASED RISK TO SNOWBOARDERS AND TELEMAR SKIERS:** 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 failure of the snowboard or telemark ski bindings to release or the use of a safety strap or retention device by snowboarders or telemark skiers, will increase the risk of not surviving an avalanche.

**C. 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.**

**D. 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 acknowledge, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **THE OPERATORS** their **PERSONNEL** and **THE PROVINCE** (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 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. That 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.

In entering into this Agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of wilderness skiing activities, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE 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.**

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

Witness: _____	Signature of Skier: _____
Print Name Clearly: _____	Print Name Clearly: _____

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US PRIOR TO SKIING WITH US.**