

**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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES

INITIAL

Name	Last	First	Middle Initial(s)
Address	Street		
	City	Prov/State	Postal/Zip Code
Email Address		Telephone	Home Work
Date of Birth	Year	Month	Day Age

TO: CHATTER CREEK MOUNTAIN LODGES LTD., ALPINE HELICOPTERS INC., THE MANUFACTURER AND THE DISTRIBUTOR OF THE AVALANCHE AIRBAG SYSTEM, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA 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**").

DEFINITION

In this Agreement, the term "**wilderness activities**" shall include but is not limited to: **snowmobiling**, alpine skiing, nordic skiing, telemark skiing, snowboarding, hiking, touring, mountaineering, rock climbing, ice climbing, expeditions, trekking, glacier travel, tandem paragliding, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, and all travel by or movement around helicopters, other aircraft, snowcats, snowmobiles or other vehicles.

ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER

I am aware that wilderness activities involves 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 alpine 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; cliffs; variable and difficult snow conditions; snowcat roads and road banks, fences, and other man-made structures; snow immersion; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; loss of balance or control; slips, trips and falls; becoming lost or separated from one's party or guide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; negligent first aid; 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 OR WARN ME OF 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. 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 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 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, thus increasing the risk of not surviving an avalanche.

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.

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 Chatter Creek Mountain Lodges 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.

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 Chatter Creek Mountain Lodges and ensure that all members of the self-guided party are capable of backcountry snowmobiling or other travel in such terrain.

3. 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.
4. 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.
5. All self-guided parties must have the following equipment and be experienced in its use:

Avalanche transceivers	☐ Topographical maps
Avalanche shovels	First aid equipment
Avalanche probes	Emergency communication equipment
6. Emergency communication equipment may be provided by Chatter Creek Mountain Lodges, 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.
7. Chatter Creek Mountain Lodges 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.
8. Self-guided parties must leave a daily trip plan at the Lodge before departing each morning.
9. Self-guided parties are responsible for maintaining a call-in schedule as previously arranged with Chatter Creek Mountain Lodges.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Agreement, 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 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES 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.

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 UNDERSTAND THIS RELEASE AGREEMENT 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. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES.

Dated this _____ day of _____ 20_____

Signature of Witness
Please Print Name of Witness

Signature of Guest
Please Print Name
Signature of Parent or Guardian if Guest is Under Age 19