

ADVENTURE ACTIVITIES

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

INITIAL

PLEASE READ CAREFULLY!

First Name:	Middle Initial:	Last Name:	Zip / Postal :
Address:	City:	Prov./ State:	
Country:	Tel # :	Email:	
Drivers License #:	Origin :	Hotel Residence:	

TO: **BC0979874 LTD, DBA,** Headline Mountain Holidays and Club, BLACKCOMB HELICOPTERS LIMITED PARTNERSHIP, BLACKCOMB HELICOPTERS LTD, BLACKCOMB AVIATION LIMITED PARTNERSHIP, BLACKCOMB AVIATION LTD., BLACKCOMB AVIATION LEASING LIMITED PARTNERSHIP and/or BLACKCOMB AVIATION LEASING LTD. (each doing business as Blackcomb Aviation); and their respective directors, officers, subsidiaries, affiliates, investors, partners, employees, agents, guides, volunteers, contractors, representatives, successors and assigns (the Operators), her majesty the Queen in right of the province of British Columbia, Clubs, associations and all tour operators who provide or make available facilities, premises or services for the operators and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter collectively the RELEASEES)

DEFINITIONS

In this agreement, the term “adventure activities” shall include all activities, events, filming, photography or related services provided, arranged, organized, conducted, sponsored or authorized by THE OPERATORS and shall include, but is not limited to: orientation and instruction sessions; surface or air transportation, including all helicopter travel; loading and unloading and travel in or movement around helicopters; use or operation of all terrain vehicles, snowmobiles, snowbikes, snowcats, helicopters and 4x4 vehicles; travel in the backcountry, on and in glaciers, ice caves, quinzhees, igloos, travel in mountainous terrain including avalanche terrain, tours; hiking; sightseeing, flightseeing; snowshoeing; rappelling and Abseiling; demonstrations and events; travel to and from hot springs, in hot springs, to and from the trail head or marshalling areas; orientation and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to THE OPERATORS.

ACKNOWLEDGMENT – SAFETY

I acknowledge that I am required to wear an approved helmet while participating in certain Adventure Activities. I am aware that there are technicians, guides or instructors available to answer any questions that I may have as to the proper use of the equipment. I am aware that the physical exertion required of adventure activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with adventure activities.

INITIAL

ASSUMPTION OF RISKS

I am aware that adventure activities involve risks, dangers and hazards including, but not limited to: Avalanches occur frequently in the terrain used for adventure activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept the Releasees may fail to predict whether the terrain is safe for adventure activities or whether an avalanche may occur. Risks, dangers and hazards in addition to that of avalanche include, but not limited to: changing weather conditions; mechanical failure of the equipment; difficulty or inability to control one’s speed, direction, stopping distances and turning radius; variation or steepness in terrain; loss of balance; rolling or flipping the vehicles; variation or changes in the riding surface including holes, depressions, loose gravel, exposed rock, snow, ice, earth, mud pits and other natural objects; streams, creeks, lakes, rivers and glaciers; collision with lift towers, fences, snow-grooming or snowmaking equipment, snowmobiles, snowcats, or other vehicles, equipment, structures or objects used in connection with skiing; collision with exposed rock, snow, ice, earth, trees, tree wells, tree stumps, forest deadfall or other natural or man-made objects; rockslides; avalanches; encounters with wildlife, including bears and cougars; travel on highways and back-country roads; collision with persons or vehicles; nightfall; becoming lost or separated from the guides, instructors or other participants; failing to act safely or within one’s own ability or stay within designated areas; negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES. The terrain used for adventure activities may be uncontrolled, unmarked and not inspected. Communication in the remote terrain which is sometimes used for adventure activities is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES allowing me to participate in adventure activities and permitting my use of their property, vehicles, trails, terrain parks, equipment and other facilities (the “facilities”), 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 use of the facilities or 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, 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 ADVENTURE ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage of, or personal injury to, any third party resulting from my use of the facilities or 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 given 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 adventure activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ___ day of _____, 20___	Signature of Participant
HMH - Witness sign & print name: Print: Sign:	Print Name
	Signature of Parent or Guardian if under 19

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED AND SIGNED, AND WITNESSED BY US PRIOR TO PARTICIPATION



COLLISION COVERAGE

Head-Line Mountain Holidays provides a collision coverage policy for \$35.00 plus applicable taxes. This provides coverage on accidental damages up to and including a maximum of \$1,000. Cdn

- Accidental Damage is NOT covered by credit card companies.
- Collision Coverage is NOT a personal injury insurance policy.
- Collision Coverage is Not provided by a third party insurance provider
- This policy is null and void if participants are discovered to be under the influence of alcohol, drugs or are blatantly disrespectful of equipment and guides’ instruction resulting in full payment for all damages.

I accept that my credit card will be charged for all damages above \$1000.00 Cdn. plus applicable taxes for any damages that occur to the equipment for which i am responsible.

I accept the terms of the collision coverage policy as noted above.

Name, (Print): _____.

Signature: _____.

Date,.(dmy): _____.

PHOTO RELEASE

Head-Line Mountain Holidays captures photo and video imagery during all of it’s Adventure Activities for promotion and documentation purposes. Head-Line requests permission to use an individuals likeness with or without identification for these purposes.

Permission to use Photo / video

Subject(s): Adventure activities, skills training programs, research and documentation imagery.

Location(s): All areas in which Head-Line Mountain Holidays operates activities, research and skills training initiatives.

I grant to Head-Line Mountain Holidays, it’s representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize Head-Line Mountain Holidays, it’s assigns and transferees to copyright, use and publish the same in print and / or electronically.

I agree that Head-Line Mountain holidays may use photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising and web content.

I have read and understand the above:

Name, (Print): _____.

Signature: _____.

Date,.(dmy): _____.