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IMPORTANT: The following waiver is a SAMPLE COPY ONLY and Heli Canada Adventures reserves the right to edit or make changes to the official waiver that all participants in our courses or programs are required to sign before participation.

**SNOTECH SERVICES INC. and Heli Canada Adventures
PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK**

In consideration of the services of Snotech Services, Inc. dba Heli Canada Adventures, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HCA"), I hereby agree to release, indemnify, and discharge HCA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows;

1. I acknowledge that my participation in alpine mountaineering, rock climbing, ski touring, heli-hiking, heli-fishing, heli-backpacking, heli-alpine mountaineering, heli-rock climbing, heli-picnics, photography courses, river boat fishing and/or avalanche courses entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls, being struck by rockfall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, mountain or into a crevasse; or tree wells, the risks of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity. **The hazards and risks of flying in a helicopter include, among other things:** crashing, other objects dislodged or thrown from the helicopter or ground by the rotor blades, walking into the main rotor blades or tail rotor blades, electric shock from touching the helicopter in flight, pilot error or helicopter malfunction, the forces of nature, including lightning, weather changes and lack of visibility.

Furthermore, HCA guides and pilots have difficult jobs to perform. They seek safety, but they are not infallible.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HCA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HCA's equipment or facilities, **including any such Claims which allege negligent acts or omissions of HCA.**

4. Should HCA or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury, rescue costs or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or rescue cost or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against HCA, I agree to do so solely in Revelstoke, in the province of British Columbia, Canada and I further agree that the substantive law of that province shall apply in that action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HCA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____

Address: _____

Phone: _____

Date: _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by HCA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HCA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____

Print Name: _____

Date: _____