KLONDIKE HELISKIING LTD.

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!

INITIAL

First Name SAMPLE !		Last Name SAMPLE !	
Address	City	Home Phone	Bus. Phone
Province/ State	Postal	Fax	Email

TO: KLONDIKE HELISKIING LTD. Atlin B.C.;
ATLIN TOURISM SERVICES LTD. Atlin B.C.;
DISCOVERY HELICOPTERS, Atlin, BC.;
ATLIN AIR LTD., Atlin, BC;
(herein collectively referred to as "**THE OPERATORS**")

AND TO:HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
(hereinafter referred to as "**THE PROVINCE**")

DEFINITIONS
In this agreement:
a) the term "**skiing**" shall include "**snowboarding**" and "**telemark skiing**";
b) 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 helicopter skiing or snowcat skiing including, but not limited to: orientation and instructional sessions; transportation; accommodation and recreational activities in addition to skiing; loading, unloading and travel in or movement around helicopters and snowcats; and all skiing and other activities in the alpine area.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC. I am aware that wilderness skiing involves risks, dangers and hazards in addition to those normally associated with downhill skiing. Avalanches occur frequently in the alpine terrain used for wilderness skiing and may be caused by natural forces or by skiers. I acknowledge and accept that the Operators and their staff may fail to predict whether the alpine terrain is safe for skiing or whether an avalanche may occur. The alpine terrain used for wilderness skiing 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: ice and snow cornices; 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; crevasses; snowcat roads and road banks, fences, and other man-made structures; impact or collision with other skiers; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers; and **NEGLIGENCE ON THE PART OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES, INCLUDING THE FAILURE OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING**. Skiers may become lost or separated from their skiing party or guide. 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 or snowcat hazardous.

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.

NOTICE TO SNOWBOARDERS AND TELEMARK 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. The use of a safety strap or retention device by snowboarders or telemark skiers without ski brakes, will increase the risk of not surviving an avalanche.

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **THE OPERATORS** and **THE PROVINCE** and their directors, officers, employees, guides, agents, independent contractors, representatives, successors and assigns (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 representations or statements made by the Releasees with respect to the safety of adventure film 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 _____ SAMPLE ! ____,20 _____

Witness SAMPLE !	Signature of skier SAMPLE !
	Print name clearly

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