

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR  
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

***PLEASE READ CAREFULLY!***

Signature of Guest

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

**TO: KOOTENAY MOUNTAIN HOLIDAYS Inc., carrying on business as KMH Inc., KMH, MOUNT CARLYLE LODGE, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, HIGHLAND HELICOPTERS Ltd.,** and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (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: alpine skiing, nordic skiing, telemark skiing, snowboarding, hiking, touring, mountaineering, rock climbing, ice climbing, expeditions, trekking, glacier travel, 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 participation in wilderness activities, involves many 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 am aware that the Releasees may fail to predict whether the terrain is safe 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; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; effects of high altitude including pulmonary edema and cerebral edema; equipment failure; encounters with domestic and wild animals; impact or collision with other persons; becoming lost or separated from one's party or guide; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the alpine terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning.

**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.

**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 1-11**

1. The Releasees will not provide professional guiding services.
2. By not using the services of a professional mountain guide, the risks, dangers and hazards of wilderness activities may be increased.
3. Self-guided parties must have experience in backcountry alpine travel in mountainous, avalanche-prone and glaciated terrain.
4. It is the self-guided party's responsibility to learn about the nature and degree of challenge of the terrain at the Mount Carlyle Lodge and ensure that all members of the self-guided party are capable of backcountry travel in such terrain.

5. 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.
6. 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.
7. All self-guided parties must have the following equipment and be experienced in its use:
  - Avalanche transceivers
  - Avalanche shovels
  - Avalanche probes
  - Topographical maps
  - First aid equipment
  - Emergency communication equipment
8. Emergency communication equipment may be provided by KMH, 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.
9. KMH 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. Any information or data given by the Lodge Attendant in reference to the wilderness activity and avalanche hazard may be inaccurate or miss – interpreted by the user and is by no means considered as a recommendation or as a form of 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.
10. Self-guided parties must leave a daily trip plan at the Lodge before departing each morning.
11. Self-guided parties are responsible for maintaining a call-in schedule as previously arranged with KMH.

**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 UNDERSTOOD 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Witness's Signature
Witness's Printed Name
Signature of Parent or Guardian if guest is under age 19

Guest's Signature
Guest's Printed Name
Date