



# Black Tusk Helicopter Inc.

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## 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

**TO: BLACK TUSK HELICOPTER INC.**  
(herein referred to as The Operator)

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA** (herein referred to as The Province)

Last Name: _____		First Name: _____	
Street: _____	City: _____	Province / Country: _____	Postal Code: _____

### DEFINITIONS

In this agreement the term "Adventure Activity" shall include all activities, events or services provided, arranged or organized by the Operators including but not limited to; orientation, instruction sessions; surface or air transport, including all helicopter travel; loading and unloading and travel or movement in helicopters; hiking, backpacking, picnicking, fishing, climbing mountain biking and other wilderness travel and all other activities, events and services in any way connected or related to these activities.

### ASSUMPTION OF RISKS

I am aware that all adventure activities including but not limited to flying in a helicopter and hiking, biking and climbing in the wilderness, involves many inherent risks, dangers and hazards, including but not limited to: spinning helicopter blades, helicopter crashes, traversing on water that may be fast moving and deep with a real danger of drowning, falling from cliffs, and hiking and climbing in area's not maintained for safety, on terrain with cliffs, jagged rocks, hidden hazards, and may include dangerous mountain sides with risks of avalanche, risk of attack by wildlife including, but not limited, bears, none of which risks, dangers and hazards are marked, nor are there any warnings posted, any of which can cause serious personal injury, death and miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude and lack of fitness. Avalanches occur frequently in the terrain used for adventure activities and may be caused by natural forces or by human activities or actions. Additional risks are posed by helicopter travel in mountainous or alpine environment. Participants may become lost or separated from their guide or party. Communication in the alpine and wilderness terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Alpine and wilderness weather conditions may be extreme and can change rapidly and without warning. I am also aware that a further risk, danger and hazard of adventure tourism is negligence, inattention or inexperience of other members of my party, and I acknowledge and accept that the OPERATORS and their staff may fail to predict whether the terrain is safe for adventure activities or whether an avalanche may occur. Encountering any such risk, danger or hazard may arise through the negligence of others, or the NEGLIGENCE ON THE PART THE OPERATOR, or their staff or agents. I am also aware that the risks, dangers and hazards referred to above exist throughout the area where I may travel during this adventure activity, including but not limited to, The Operator's facilities, walking to and from a helicopter, entering, loading, exiting, or unloading, a helicopter, and travelling at the destination of this adventure, and may be encountered without warning. I am also aware that a further risk and hazard of adventure activities is negligence, inattention or inexperience of other members of my party. I am further aware that helicopter travel in mountainous terrain is always dangerous and that risks arise by reason of weather conditions, mechanical malfunction and pilot error.

**I AM WELL AWARE OF THE RISKS, DANGERS AND HAZARDS THAT MAY OCCUR DURING ADVENTURE ACTIVITIES AND WITH TRAVEL IN A HELICOPTER IN MOUNTAIN TERRAIN AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS THEREFROM.**

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of The Operators and The Province allowing me to participate in adventure activities and providing me transportation to and from the wilderness, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against The Operator and The Province and their directors, officers, employees, agents, and representatives, (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, injury including death or expense that I may suffer, or that my next of kin may suffer as a result of my adventure activity or participation in travelling by helicopter in the wilderness 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*, RSBC, 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 the adventure activities referred to above.:
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my adventure activity or participation in travelling by helicopter in the wilderness.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives in the event of event of my death or incapacity.
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the RELEASEES with respect to the safety of adventure activities. **I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHT WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.**

Date: \_\_\_\_\_

Guest Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_

This agreement must be completed in full and witnessed prior To participating in any adventure activities

(Required for guests under 19 years of age)

Signed this \_\_\_\_\_ (dd) day of \_\_\_\_\_ (mm) 20\_\_\_\_ (yyyy)

BTH Booking Sheet No. \_\_\_\_\_

**Black Tusk Helicopter Inc. Adventure Activity Agreement (Page 2 of 2)**

Name:			
	Last	First	Initial

Address:	

Telephone:			
	Residence	Business	Cell

Person to Notify in an Emergency	Full name
	Address
	Phone

Medical	
	Please list medical conditions/allergies ** BTH assumes no responsibility for health related injuries as this information is not used to assess individual abilities nor fitness to participate. It is gathered for emergency health care purposes only.

Itinerary / Route		
	Date out	Date Return
	Route	

Round Trip	Pickup Location	Pickup Date
	<b>I understand that the date &amp; time of pickup may be delayed due to weather considerations, nightfall or mechanical difficulties.</b>	Initial

One Way Drop Off	<b>I confirm that The Operator, as defined above, is providing one-way transportation only and that I have not arranged nor am I expecting to be picked up.</b>	Signature
		Dispatcher

<b>Helicopter Services Agreement</b>	
<p>A. I have read, understood and signed the Black Tusk Helicopter Inc. Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement and agree to be bound by its terms.</p> <p>B. I agree that I am not relying on any advice, information or representations from The Operator with respect to wilderness safety and travel.</p>	
Date	Signature