

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF  
CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM  
COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN  
ADVENTURE FILM ACTIVITIES THIS SEASON**

INITIAL

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street	City	Prov/State
	Code	Country	Date of Birth
			Age

**TO: TRUE NORTH HELI-SKIING LTD., NORTHERN ESCAPE HELI-SKIING, SKYLINE HELICOPTERS LTD., B.S.L.G HOLDINGS LTD., ECLIPSE HOLDINGS LTD., ECLIPSE HELICOPTERS LTD., HELICAT CANADA ASSOCIATION, HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** and their respective directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns, other guests and participants (all of whom are hereinafter collectively referred to as the "**Releasees**").

**DEFINITION**

In this Release Agreement, the term "**adventure film activities**" shall apply to all wilderness activities as defined in the Wilderness Activities Release Agreement, and in addition shall include any activities of any nature or any kind whatsoever relating to the production of photographs, films or videos or any other activities involving the Releasees, including set up of equipment, scouting for locations, preparatory work, mountaineering, climbing, rigging, safety work, photography, videography and filming.

**PREAMBLE**

**THIS RELEASE AGREEMENT IS SUPPLEMENTAL TO THE WILDERNESS ACTIVITIES RELEASE AGREEMENT WHICH ALL PERSONS ENGAGED IN ADVENTURE FILM ACTIVITIES ARE ALSO REQUIRED TO SIGN BEFORE THE COMMENCEMENT OF ANY SUCH ACTIVITIES WITH THE RELEASEES. IT IS THE INTENT OF THE PARTIES TO THIS RELEASE AGREEMENT THAT THERE SHALL BE NO LEGAL LIABILITY ON THE PART OF THE RELEASEES IN RESPECT OF INJURY, ACCIDENT OR DEATH INVOLVING ANY PERSON PARTICIPATING IN ADVENTURE FILM ACTIVITIES. IT IS UNDERSTOOD AND AGREED THE RELEASEES WILL NOT OWE ANY DUTY OF CARE IN LAW TO ANY PERSONS PARTICIPATING IN THESE ACTIVITIES.**

**ASSUMPTION OF RISKS**

This section is supplemental to the section entitled "ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC." as set forth in the Wilderness Activities Release Agreement. I am aware that adventure film activities are significantly more dangerous than wilderness activities as defined in the Wilderness Activities Release Agreement. The safety precautions normally undertaken in wilderness activities may be reduced or eliminated altogether. I acknowledge that these activities are frequently incompatible with personal safety and that there is a substantial risk of serious injury or death as a result of engaging in such activities. This risk may be increased due to negligence on the part of the Releasees, including the failure to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with these activities. The Releasees may fail to advise me as to the risks, dangers and hazards associated with adventure film activities or alternatively, any advice given may be inadequate or incorrect. All of these factors will substantially increase the risk of serious injury or death as a result of engaging in these activities.

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

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

In consideration of THE RELEASEES allowing me to engage in adventure film activities, 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 adventure film 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.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF ADVENTURE FILM 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 adventure film activities;
- 3. This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release 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 Release Agreement.

**I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE 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. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ADVENTURE FILM ACTIVITIES THIS SEASON.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of Witness
Please Print Name of Witness

Signature of Participant
Please Print Name