

APPLICATION FOR HELI-HIKING, MOUNTAINEERING, and/or SUMMER ADVENTURE TRIPS

P.O. Box 1660 • Banff, Alberta T1L 1J6 • Toll Free 1-800-661-0252 • (403) 762-7100

TERMS AND CONDITIONS:

I hereby make application to book a CMH Heli-Hiking and/or Mountaineering and/or Summer Adventure (also referred to as CMH) trip, and I understand and agree to each and all of the following eight terms and conditions:

- 1.1 That **all rates and deposits are in Canadian funds**, and that **an allowance will be made for exchange if payment is in foreign currency**. Where applicable, rates are subject to change without notice to me.
- 1.2 That I enclose herewith my initial **non-refundable and non-transferable** deposit of \$300.00 per person for each trip that I am applying to book.
- 1.3 That full payments for all helicopter hiking or mountaineering trips are due and payable at the Banff office eight (8) weeks before the commencement date for all trips booked; and that in cases where these full payments are not received eight (8) weeks ahead of time, CMH reserves the right to release these spaces to persons on the waitlist. Further, that full payments for all helicopter hiking or mountaineering trips are deemed as deposits.
- 1.4 That in all cases of cancellation, **the cancellation must be received by telephone and confirmed in writing or by email** and it must be received by CMH at its Banff address. If cancellation is received by CMH less than eight (8) weeks before the date of trip commencement and if **I can find a replacement** for the trip booked, any and all deposits will be transferred to my replacement. If cancellation is received by CMH less than eight (8) weeks before the date of the trip commencement and I cannot find a replacement for the trip booked, the total of all deposits for helicopter hiking or mountaineering trips will be retained by CMH. Deposits cannot be transferred to any other season.
- 1.5 That I will not be permitted to participate in any CMH hiking or mountaineering trip unless a "CMH Hiking, Mountaineering and Summer Adventure Waiver" in the form hereon is properly signed and witnessed.
- 1.6 That it is my responsibility to arrive at CMH departure sites at the required times; and it is my responsibility for any extra costs incurred if I miss the scheduled CMH departures. It is also my responsibility to ensure proper entry through Canadian Customs and Immigration if entering from outside Canada. Refunds of payment made will not be given in cases where entry into Canada is denied.
- 1.7 That in the case that I am a prepayment holder, that my credit pursuant to my subscription **shall be treated in the same manner as a normal deposit**.
- 1.8 I understand that CMH reserves the right to take photographic or film records of any of its trips and hereby agree that CMH may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom CMH may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by CMH.

BEFORE SIGNING THIS FORM, READ IT CAREFULLY!

By signing you are making a commitment. On the strength of this commitment, we will charter an expensive helicopter, stock food and helicopter fuel, provide vacation planning services, maintain a highly trained staff and turn away others who would like the space we are holding for you.

Applicant's Signature _____

Today's Date (dd/mm/yy) ____/____/____

(All applicants must sign here. If applicant is under 19 a parent or legal guardian must sign here.)

Please print or type. A separate application form and waiver must be filled out for each individual for whom application is made.

ADDRESS FOR ALL CMH BILLINGS AND CORRESPONDENCE – Please indicate if address is: Home Business

Name _____ Sex M F **Date of Birth (dd/mm/yy)** ____/____/____

Home Phone _____ Bus. Phone _____ Cell Phone _____

Address _____ City _____ State/Prov _____ Zip/Postal Code _____

Country _____ Email _____

Have you previously booked with CMH? (hiking, mountaineering or skiing) Yes No

Your Privacy Matters

This information is collected with regard to the *Personal Information Protection and Electronic Documents Act of Canada*. Your information is required by CMH to accept your booking on a CMH trip. It will be used to contact you regarding your booking, payments, services and other trips and programs offered by CMH or through organizations associated with CMH. Financial information will only be used to process payment. If you prefer not to receive any additional promotional material please e-mail us at privacy@cmhinc.com. If you have questions about the collection or use of this information please call 1-800-661-0252.

CMH HIKING, MOUNTAINEERING AND SUMMER ADVENTURE WAIVER

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

In consideration of CMH (as defined below) accepting my application for and permitting me to participate in a helicopter hiking and/or mountaineering trip and/or other summer adventure experience (collectively referred to below as a "CMH Heli-Hiking or Heli-Mountaineering Trip") on lands owned by or under the control of CMH or the Province (as defined below) or elsewhere, the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement ("CMH Hiking, Mountaineering and Summer Adventure Waiver") are entered into by me with and for the benefit of:

**Canadian Mountain Holidays Inc.,
Alpine Helicopters Ltd.,
and their parent companies, affiliates and subsidiaries** (collectively, "CMH") and **Her Majesty the Queen in Right of the Province of British Columbia** ("Province") and the **"Personnel"** (as defined below).

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, CMH, the Province and any of their shareholders, directors, officers, employees, servants, hiking and mountaineering guides, helicopter pilots, helicopter maintenance personnel, agents, contractors, suppliers and representatives (collectively, the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of any CMH Hiking or Mountaineering Trip due to any cause whatsoever on the part of any one or more of CMH, the Province, the Personnel or others, including:

- (a) **negligence** (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the hiking, mountaineering and/or adventure industry in the Province of British Columbia for the safety of hikers, mountaineers and adventurers);
- (b) **breach of any other duty imposed by law**, including any duty imposed by occupiers liability or other legislation;
- (c) **breach of any contract**; and
- (d) **mistakes or errors in judgment** of any kind.

I am aware of the risks inherent in hiking and mountaineering and I am aware that helicopter hiking and mountaineering has certain additional dangers and risks, including but not limited to:

AVALANCHES, ROCK FALL OR ICE FALL: which can frequently occur in the mountain terrain used for hiking and mountaineering and may be caused by natural forces including steepness of slopes, snow or ice depth, instability of the snowpack or rock or glacier, or changing weather conditions, or by climbers or hikers, or by aircraft or helicopter or the failure for any reason of CMH or its staff to predict whether the terrain is safe for hiking and mountaineering or where or when an avalanche, rock fall or ice fall may or may not occur;

MOUNTAINOUS AND STEEP TERRAIN: where a fall, whether roped or unroped, may cause injury or death. In addition, the mountainous areas used for hiking and mountaineering have areas and steep slopes which in their natural state have many dangerous obstacles and hazards which may be hidden or covered by snow. Some of these obstacles and hazards include glacier crevasses, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, and varying and difficult snow and climbing conditions. These mountainous areas may also have dangerous man-made obstacles and hazards which may include logging and other roads, steep road banks, fences, cable systems, zip lines, via ferrata systems, and other structures. The areas used for hiking and mountaineering may not have been travelled previously and are not regularly patrolled or examined. Because of forested areas, wild and rugged terrain or bad weather, hikers and mountaineers may become lost or separated from their guides or companions. Communication in this mountain terrain is always difficult and, in the event of an accident, rescue and medical treatment may not be available;

AIRCRAFT AND HELICOPTER TRAVEL: additional risks are posed by aircraft and helicopter travel in mountainous areas and in changeable weather conditions;

EQUIPMENT: equipment used for hiking and mountaineering may fail. The equipment used in hiking and mountaineering may include, but is not limited to, ropes, helmets, harnesses, climbing protection, ice tools, skis, boots, ski poles, and avalanche transceivers. This equipment may be provided by CMH, its guides, or other hikers and climbers or it may be affixed to the mountain or trail;

WEATHER: weather conditions may be extreme and can change rapidly without warning;

ALTITUDE: the latitude of areas used for hiking and mountaineering may cause illness or death;

WILD ANIMALS: which are unpredictable in nature and may attack mountain travellers;

WATERCRAFT: I am aware of the risks of the use of any watercraft for transport or adventure. The risks may include, but are not limited to, frigid water, unpredictable currents, submerged rocks and rock outcroppings, fallen trees, waterfalls, sinking, capsizing, swamping, uncontrolled drifting, and collisions with other craft or obstacles. I acknowledge that there is as a significant risk of injury or death from these hazards, including by drowning or from hypothermia or delay in rescue.

LAKE AND FLY FISHING: I am aware that fishing in fast flowing rivers and streams, large and small lakes, either by wading or in boats or floatation equipment, can have unforeseen dangers and hazards including slipping and falling on rocks beneath the surface or being swept away in rapids or fast moving water; and I also am aware of the risk of drowning if I become submerged while wearing fishing waders.

TRANSPORTATION TO AND FROM AREAS: I am aware of the risks associated with transport through mountainous areas including rapidly changing road and highway conditions and the risks of using aircraft, motor coaches, vans and taxis which may or may not be owned and/or operated by CMH.

CMH, ITS STAFF AND OTHER HIKERS AND MOUNTAINEERS: the conduct, including negligence, of CMH, its staff including its guides and of all other hikers and mountaineers whether they are associated with CMH or independent hikers or mountaineers.

I assume and accept all the risks and dangers of hiking and mountaineering and the possibility of personal injury, death, property damage or other loss as a result. I agree that, although CMH and the Personnel may take precautions to reduce the risks and increase the safety of hiking and mountaineering and to determine whether a particular mountain is safe from the risk of avalanche or other hazards, it is not possible for CMH or the Personnel to make hiking and mountaineering completely safe or to predict with complete assurance whether the terrain is safe. I willingly accept these risks and agree to the terms of this CMH Hiking, Mountaineering and Adventure Waiver even if CMH or any of the Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of any CMH Hiking or Mountaineering Trip.

I am aware that the enjoyment and excitement of hiking and mountaineering is derived in part from walking or climbing in wild, rugged, uncontrolled environments and is contributed to by the inherent risks of hiking and mountaineering.

In signing this CMH Hiking, Mountaineering and Adventure Waiver, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by CMH in the CMH Mountaineering, Heli-Hiking and/or Summer Adventures brochures or other brochures or by any of the Personnel or by the Province to induce me to go on a CMH Hiking or Mountaineering Trip.

I confirm that I am of the full age of nineteen years, that I have had sufficient time to read and understand what I am agreeing to in this CMH Hiking, Mountaineering and Summer Adventure Waiver before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that the CMH Hiking, Mountaineering and Summer Adventure Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement or arising out of my CMH Heli-Hiking, Heli-Mountaineering and/or other summer experience shall be instituted in the Province of British Columbia and nowhere else.

I agree that the terms "helicopter mountaineering" "Heli-Mountaineering" and "mountaineering" "Helicopter Hiking," "Heli-Hiking", and "Hiking" herein include walking, scrambling, rock climbing, ice climbing, skiing and other similar activities and the terms "mountaineer" and hiker includes, walker scrambler, rock climber, ice climber and skier.

THIS AGREEMENT RELEASES CMH, TAUCK, THE PROVINCE AND ALPINE HELICOPTERS FROM LIABILITY – PLEASE READ IT CAREFULLY.

Signed and witnessed this _____ day of _____, _____.

Signature of Applicant (PARENT OR LEGAL GUARDIAN IF REQUIRED)

Print name of Applicant

Signature of Non-Family Member Witness

Print Name of Non-Family Member Witness

Print Full Address of Witness:

