RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY RENTAL AGREEMENT
(hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT 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!

Initial

TODAY'S DATE: _____,20_____

NAME: _____
Last First Initial
Contact details on file from Release Agreement

SKIER TYPE: 1 2 3 (circle one)

WEIGHT: HEIGHT: AGE:
kg / lbs_____ _____ _____

REQUESTED: LENGTH _____cms

MODEL _____

SKIS:
BOOT SOLE LENGTH:_____

VISUAL IND SETTING:_____

REQUESTED DIN: _____INITIAL: _____

INV# _____ LENGTH: _____

MODEL: _____

SNOWBOARDS:

INV# _____ LENGTH: _____

BINDINGS: YES / NO

All functional and instructional procedures have been completed.
TECHNICIAN'S
SIGNATURE: _____

SKIER'S INITIALS: _____ **WITNESS'S INTIALS:** _____

TO: MICA HELI GUIDES LTD. and **651383 B.C. LTD.**, carrying on business as Mica Heli, Mica Heli Skiing and Mica Heli Guides**,** and its directors, officers, employees, guides, volunteers, instructors, pilots, drivers, agents, independent contractors, subcontractors, representatives, successors, assigns, parent companies, affiliates, subsidiaries, insurers, other guests and participants, equipment manufacturers, equipment distributors, successors and assigns (all of whom are hereinafter collectively referred to as the **"Releasees").**

RENTAL AGREEMENT

1. I accept for use as is and accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
2. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
3. [SKIERS ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.

ASSUMPTION OF RISKS

I am aware that alpine skiing, telemark skiing and snowboarding involve risks, dangers and hazards and that injuries are a common and ordinary occurrence in these sports. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and function.

ALPINE SKIING I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

SNOWBOARDING/TELEMARK SKIING I understand that the snowboard boot/binding system and some telemark boot/binding system are not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

1. **I AGREE 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 damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE *OCCUPIERS LIABILITY ACT*, R.S.B.C. 1996, c.337,** in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment or the risks, dangers and hazards of skiing and snowboarding.
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 use of the Equipment;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns successors, insurers, and representatives, in the event of my death or incapacity;
4. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.
5. In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Equipment other than what is set forth in this Release Agreement.
6. 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
7. 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.

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, SUCCESSORS, INSURERS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Renter	Date
Print Name of Renter	Signature of Technician
Print and Signature of Legal Guardian	Print Name of Technician