APPLICATION FOR HELICOPTER SKI WEEKS

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

Ver: Oct 2011

Office Use Only: Family Name _____

Client Number _____

Trip Number _____

TERMS AND CONDITIONS:

I hereby make application to book a CMH Heli-Skiing (also referred to as CMH) ski trip, and I understand and agree to each and all of the following 9 terms & 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 my initial deposit of $1,000.00 per person, for trips of 7 days duration or longer, and/or my deposit of $500.00 per person, for trips of 6 days or less in duration, for each trip that I am applying to book is **non-refundable**. This deposit is **transferable** only under the following conditions:
- A new booking is made for you within the same season or calendar year.
- A replacement guest for the same booking (name change) is given to CMH. You are responsible to find this replacement guest.

Calendar Year = January 1 through to December 31, including the Summer Adventure Season.
Heli-Skiing Season = December 1 through to May 15.
Summer Adventure Season = June 15 through to September 30.
New Booking = A completely new reservation which is not associated to any existing booking.

1.3 That full payments for all helicopter ski weeks are due and payable at the Banff office ten (10) weeks before the commencement date for all weeks booked; and that in cases where these full payments are not received ten (10) weeks ahead of time, CMH reserves the right to release these spaces to persons on the waitlist. Further, that full payments for all helicopter ski weeks are deemed as deposits.

1.4 That the initial $1000.00 or $500.00 deposit is also required to hold a waitlist position; that transfers from waitlists to confirmed bookings (CMH will call to confirm) will be made automatically as soon as space becomes available; and that CMH will notify me of any such transfer in writing. Also, that following any such transfers to confirmed bookings, the non-refundability clause on the initial $1000.00 or $500.00 deposit will come into immediate effect. And further, that persons remaining on waitlists can reclaim their total $1000.00 or $500.00 initial deposit at any time.

1.5 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 ten (10) 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 ten (10) 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 ski trips will be retained by CMH. Deposits cannot be transferred to any other winter season, other than as stated in 1.2 above.

1.6 That I will not be permitted to participate in any CMH ski trip unless a "CMH Heli-Ski Waiver" in the form hereon is properly signed and witnessed.

1.7 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.

1.8 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.

1.9 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, book hotel reservations, maintain a highly trained staff and turn away others who would like the space we are holding for you.

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

Applicant's Signature _____ **Today's Date:** _____/_____/_____
(All applicants must sign here. If applicant is under 19 a parent or legal guardian must sign here.) day month year

APPLICANT'S INFORMATION – Please circle if address is: Home Business

Name _____ Sex M F Date of Birth (day/month/year) _____/_____/_____

Home Phone _____ Bus. Phone _____ Cell Phone _____

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

Country _____ Email _____

Have you skied with CMH in the past? Yes No Current CMH Area _____

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 HELI-SKI 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 skiing trip ("CMH Heli-Ski 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 Heli-Ski 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, helicopter skiing guides, helicopter pilots, helicopter maintenance personnel, agents, contractors, suppliers, representatives, and other guests (collectively, the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of any CMH Heli-Ski 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 helicopter skiing industry in the Province of British Columbia for the safety of heli-skiers);
(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 skiing and I am aware that helicopter skiing has certain additional dangers and risks, including but not limited to:

AVALANCHES: I am aware that avalanches frequently occur in the mountainous terrain used for helicopter skiing and that avalanches have caused a number of fatalities involving heli-skiing. If I use a snowboard or telemark skis, I am aware that there is an increased risk that I will not survive an avalanche if the snowboard or telemark skis do not have a binding release mechanism. I am aware that the risk of an avalanche is always present in helicopter skiing, that this risk cannot be completely eliminated by CMH and the Personnel, and that avalanche accidents may result from the failure for any reason (including negligence) of CMH or the Personnel to correctly determine the stability and safety of a slope for skiing or to predict where or when an avalanche might occur.

MOUNTAIN TERRAIN: In addition to avalanches, I am aware that the rugged mountain terrain used for helicopter skiing has many other dangerous obstacles and hazards including glacier crevasses, rock outcroppings, cornices, cliffs, heavily forested areas with fallen trees and tree stumps, creeks and boulders and also man-made hazards such as logging clear cuts, logging roads, road banks and fences that cross heli-skiing slopes; that these hazards may be hidden by snow; and that if I become injured or lost in severe winter weather conditions or difficult terrain there is a risk of delay in being rescued.

TREE WELLS: I am aware that deep depressions ("tree wells") in the snow beneath the trees on slopes used for helicopter skiing can be a serious hazard to heli-skiers and that a number of heli-skiing fatalities have occurred when heli-skiers have fallen into tree wells.

OTHER HELI-SKIERS: Heli-skiers ski in groups or with partners and I am aware of the risk of colliding with other heli-skiers and the risk of being separated from other heli-skiers or becoming lost.

HELICOPTER TRAVEL: I am aware of the risk of mechanical failure or operational error including pilot error in the operation of helicopters and that there are increased risks of helicopter travel in mountainous areas, especially in winter weather conditions.

WEATHER: I am aware that weather conditions may be extreme and can change rapidly without warning.

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, taxis and other vehicles which may or may not be owned and/or operated by CMH.

I assume and accept all the risks and dangers of helicopter skiing 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 helicopter skiing and to determine whether a particular slope is safe from the risk of avalanche or other hazards before it is skied, it is not possible for CMH or the Personnel to make helicopter skiing completely safe or to predict with complete assurance whether the terrain to be skied is safe from the risk of avalanche. I willingly accept these risks and agree to the terms of this CMH Heli-Ski 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 Heli-Ski Trip.

I am aware that the enjoyment and excitement of helicopter skiing is derived in part from skiing in powder snow on steep ungroomed slopes and is contributed to by the inherent risks of helicopter skiing.

In signing this CMH Heli-Ski Waiver, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by CMH in any brochure, magazine, printed material or electronic media, or by any of the Personnel or by the Province to induce me to go on a CMH Heli-Ski 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 Heli-Ski 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 Heli-Ski 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 shall be instituted in the Province of British Columbia and nowhere else.

I agree that the terms "helicopter skiing", "heli-skiing" and "skiing" herein include snowboarding, mono-skiing, telemark skiing, ski touring, snowshoeing and other similar activities and the term "heli-skier" includes snowboarder, mono-skier, ski tourer, snowshoer and telemark skier.

Signed and witnessed this _____ day of _____ , _____ .
day month year

_____ _____

Signature of APPLICANT (PARENT OR LEGAL GUARDIAN IF REQUIRED)

Signature of Non-Family Member WITNESS

_____ _____

Print name of APPLICANT

Print Name of Non-Family Member WITNESS

Print Full Address of WITNESS Below:

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