

Winter 2016 - Minor



APPLICATION FOR HELICOPTER SKITRIPS

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

TERMS AND CONDITIONS:

I hereby make application to book a CMH Heli-Skiing (also referred to as CMH) skitrip, and I understand and agree to each and all of the following 9 terms & conditions:

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.
2. That my initial deposit equal to 20% of my total trip cost (the "deposit"), for each trip that I am applying to book is **non-refundable**. This deposit is transferable only under the following conditions:
 - A replacement guest for the same booking (name change) is given to CMH. You are responsible to find this replacement guest; or
 - A new booking is made for you within the same season or calendar year and you agree to pay an administration fee as follows:
 - (a) If the transfer occurs **more than twelve (12) weeks** prior to the trip start date, \$250.00;
 - (b) If the transfer occurs **twelve (12) weeks or less but more than four (4) weeks** prior to the trip start date, (i) \$500.00 if the new booking is during the same season or (ii) 20% of the total trip cost if the new booking is during the same calendar year; or
 - (c) If the transfer occurs **four (4) weeks or less** prior to the trip start date, (i) \$1,500.00 if the new booking is during the same season or (ii) 50% of the total trip cost if the new booking is during the same calendar year.

New Booking = A completely new reservation which is not associated to any existing booking.
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.

I acknowledge that the applicable **administration fee** above (plus applicable taxes) will be charged to my account for any transfer request under this Section 2 and is not part of the total trip cost.
3. That full payments for all helicopter ski trips are due and payable at the Banff office twelve (12) weeks before the commencement date for all trips booked; and that in cases where these full payments are not received twelve (12) 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 trips are deemed as deposits.
4. That the initial 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 deposit will come into immediate effect. And further, that persons remaining on waitlists can reclaim their total initial deposit at any time.
5. That in all cases of cancellation, an administration fee of \$250 (plus applicable taxes) will be charged. Further, **all cancellations must be received by telephone or confirmed in writing or by email** to CMH at its Banff address. If cancellation is received by CMH less than twelve (12) weeks before the date of 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 section 2 above.
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 completed.
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.
8. That in the case that I am a Pre-Payment Series holder, that my credit pursuant to my subscription shall be treated in the same manner as a normal deposit.
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 minor (anyone under 19) for whom application is made.

1st Parent/Legal Guardian Signature Jane Smith Today's Date: 19 / 08 / 2015
day month year

2nd Parent/Legal Guardian Signature John Smith

PLEASE COMPLETE THE BELOW INFORMATION ON BEHALF OF THE CHILD/MINOR:

Name JACK SMITH Sex M F Date of Birth (day/month/year) JACK SMITH'S DOB 01 / 01 / 2003

(legal name as shown on passport)

Home Phone 403-555-1234 Cell Phone N/A

Address PO BOX 1660 City BANFF State/Prov AB Zip/Postal Code T1L 1J6

Country CANADA Email EXAMPLE@CMH.COM

Has the child/minor skied/boarded/hiked with CMH in the past? Yes | No Current CMH Area BUGABOOS

Your Privacy Matters

This information is collected with regard to the Personal Information Protection Acts of British Columbia and Alberta. 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.

Ver: July 2015 Minors

Office Use Only:

Family Name

Client Number

Trip Number

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 LP" And Her Majesty the Queen in Right of the
doing business as "CMH Heli-Skiing" Province of British Columbia ("Province")
and "Alpine Helicopters Inc." and the "Personnel" (as defined below).
and their parent companies, affiliates and subsidiaries (collectively, "CMH")

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.

EQUIPMENT: I am aware of the risk that the equipment used during a Heli-Skiing trip such as, but not limited to, Avalanche Transceivers, Avalanche Flotation Devices, skis, snowboards, bindings, shovel, probe, radios, and helmets, whether or not they are provided by CMH, supplied by third parties, or brought to CMH, by myself for my own use, may not function as designed or as intended. I am aware that regardless of the functionality of such equipment, the use of such equipment may not prevent injury or death. It is my responsibility to ensure that I bring proper boots on my heli-skiing adventure. I am aware that my ski or alpine touring boots **must be compatible with DIN standard downhill bindings**. I understand that I may be unable to ski should I bring non-compatible boots on my trip. I also understand that CMH may refuse at its sole discretion to provide skis to a guest with inappropriate boots, and CMH shall have no obligation to indemnify the guest as a result.

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 helicopterskiing.

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, as the parent/legal guardian of the minor participating in the helicopter ski trip, that the minor has the capacity of discernment (the meaning of which is the ability to fully understand a given situation and the consequences of one's actions). I confirm that I am of the full age of nineteen years, and that I have had sufficient time to read and understand what I am agreeing to in this CMH Heli-Ski Waiver and have taken the time to ensure that the minor has read, understood and agreed to its terms before signing it. On my behalf and that of the minor, I agree that this CMH Heli-Ski Waiver will be binding upon the minor, the minor's 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, telemark skier, ski tourer and snowshoer.

Signed and witnessed this 19 day of 08, 2015.

Jane Smith
Signature of 1st Parent/Legal Guardian

Marge Simpson
Signature of Non-Family Member WITNESS

John Smith
Signature of 2nd Parent/Legal Guardian

MARGIE SIMPSON
Print Name of Non-Family Member WITNESS Above

JANE + JOHN SMITH
Print Name of both Parents/Legal Guardians (legal names as shown on passports)

Print Complete Address of WITNESS Below:
742 EVERGREEN TERRACE
SPRINGFIELD, AB T1L 1E6.