

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as 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 ANY OTHER DUTY OF CARE*, OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

I AGREE (Initial)

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO MY PARTICIPATION IN ADVENTURE FILM ACTIVITIES UNTIL APRIL 30, 2026.

I AGREE (Initial)

Name	Last		First	
Address	Street		City	Prov/State
	Country	Postal/Zip Code	Email (optional)	Age

TO: WHITEMANTLE HELI-SPORTS INC., BUTE INLET LODGE LTD., 49 NORTH HELICOPTERS LTD, 49 NORTH HELICOPTERS MAINTENANCE LTD., ALBA AVIATION LTD., HOMALCO FIRST NATION, ALTUS MOUNTAIN GUIDES LTD., NOOTKA WILDERNESS LODGE LTD. , WAY WEST WATER TAXI LTD., and HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and each of their respective directors, officers, employees, guides, agents, independent contractors, contractors, subcontractors, representatives, successors, assigns, other guests and participants (all of whom are hereinafter collectively referred to as the “Releasees”).

DEFINITIONS

In this Release Agreement, the term "adventure film activities" shall include all wilderness activities as defined in the release agreement titled Whitemantle Heli-Sports Waiver (herein referred to as the “Wilderness Activities Release Agreement”), and in addition shall include all activities of any nature or any kind whatsoever relating to the production of photographs, films or videos, and any other activities involving the Releasees, including pre-production, 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. I AGREE 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 ANY INJURY, ACCIDENT OR DEATH INVOLVING ANY PERSON PARTICIPATING IN ADVENTURE FILM ACTIVITIES REGARDLESS OF THE CAUSE. I AM AWARE AND I AGREE THE RELEASEES WILL NOT OWE ANY DUTY OF CARE IN LAW TO ANY PERSON PARTICIPATING IN ADVENTURE FILM ACTIVITIES, INCLUDING ME.	I AGREE (Initial)
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ASSUMPTION OF RISKS – HEIGHTENED EXTREME RISK OF ADVENTURE FILM ACTIVITIES

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 participating in adventure film activities is significantly more dangerous than participating in 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 adventure film activities are frequently incompatible with personal safety and that there is a substantial risk of serious injury or death as a result of participating in such activities. **THIS RISK MAY BE INCREASED DUE TO NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE ON THE PART OF THE RELEASES: (I) WITH RESPECT TO THE PROVISION OF OR THE FAILURE TO PROVIDE DIRECTION OR INSTRUCTIONS, INCLUDING INADEQUATE OR INCORRECT ADVICE; OR (II) TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF ADVENTURE FILM ACTIVITIES. ALL OF THESE FACTORS WILL SUBSTANTIALLY INCREASE THE RISK OF SERIOUS INJURY OR DEATH AS A RESULT OF ENGAGING IN ADVENTURE FILM ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH ADVENTURE FILM ACTIVITIES, AND I AGREE I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I FURTHER AGREE MY PARTICIPATION IN ADVENTURE FILM ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISK.	I AGREE (Initial)
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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate 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 RELEASES: (I) WITH RESPECT TO THE PROVISION OF OR THE FAILURE TO PROVIDE DIRECTION OR INSTRUCTIONS, INCLUDING INADEQUATE OR INCORRECT ADVICE; OR (II) TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE FILM ACTIVITIES.	I AGREE (Initial)
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- 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;
- 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; and
- 6. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the Participant and Releasees’ intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.
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Witness Signature
Print Name of Witness
Print Name of Parent/Guardian if participant is under 19

Signature of Participant
Date
Signature of Parent / Guardian if participant is under 19