

LIABILITY WAIVER – AIRCRAFT RENTAL
(the "Agreement")

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.

Name (the "Participant"):					
Street Address:				City:	
Province/State:		Postal Code:		Country:	

This Agreement is with Whistler Backcountry Aviation Ltd. ("WBA"), a British Columbia corporation. WBA together with its subsidiaries, affiliates, and each of their respective directors, officers, partners, shareholders, employees, agents, representatives, volunteers, independent contractors, subcontractors, successors and assigns, are hereinafter collectively referred to as the "Releasees".

I, the Participant, desire to rent an aircraft from WBA for the purpose of flying such aircraft for non-commercial purposes (the "Flight"). I understand and acknowledge that my participation in the Flight is entirely voluntary, and I have made the decision to fly of my own free will. I further understand and acknowledge that, but for my voluntary execution of this Agreement, WBA would not permit me to rent the aircraft or participate in the Flight. In consideration of WBA permitting the Flight, I agree as follows:

1. I freely and voluntarily choose to assume all the risks inherent in aircraft flight, including but not limited to risks of the negligent conduct of others, equipment or aircraft malfunction, the risks of a water landing, and improper or negligent operation of aircraft.
2. I understand and confirm that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in landing areas, interference by birds and other objects, weather conditions, contaminated fuel, and hard or forced landings. I assume all risks and full responsibility for any injury or death arising from the Flight.
3. I acknowledge and agree that WBA does not insure the Participant or any other person taking part in the Flight for loss of life.
4. I HEREBY WAIVE ANY AND ALL CLAIMS that I, or my heirs, next of kin, assigns, executors, administrators, guardians and legal representatives, have or may have in the future against the Releasees and release, forever discharge and hold harmless the Releasees from any and all liability for any and all actions, causes of actions, claims, demands, proceedings, suits, losses, damages, costs, and expenses, including without limitation liability or loss for injury or death, resulting from or arising out of the Flight DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES.
5. TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES from any and all liability for any losses, claims, damage to property or personal injury arising from the Flight, including any claim by a third party.
6. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted exclusively in accordance with the laws of the Province of British Columbia.
7. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
8. I acknowledge that I am not relying on any oral or written representations made by WBA with respect to the safety of the aircraft or the Flight.
9. I know that I can talk to my legal advisor about this Agreement and I have either done so, or chosen not to. I intend this Agreement to be the unconditional release of all liability to the greatest extent allowed by law.
10. I am over 18 years of age, am a qualified pilot and hold a valid Canadian pilot's license and valid medical.

I HAVE CAREFULLY READ THE WAIVER, AND SIGN IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND SIGNIFICANCE. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE FLIGHT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

Initial

IN WITNESS WHEREOF I HAVE EXECUTED THIS AGREEMENT ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS.

SIGNATURE OF WITNESS	PARTICIPANT SIGNATURE
DATE (MM/DD/YYYY):	