

**COMPASS HELI TOURS**  
**Informed Consent, Assumption of Risk, Release of Liability, Waiver of Claims,**  
**and Indemnity Agreement for Participants**

**SIGNING THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS.**  
**PLEASE READ CAREFULLY BEFORE SIGNING!**

Compass Heli Tours Inc. (“**Compass**”) is an organization based in Abbotsford, British Columbia that provides private backcountry helicopter adventures. Compass specializes in organizing and guiding sustainable small group adventures in isolated wilderness environments accessible only by helicopter.

**ACTIVITIES COVERED:**

Compass offers outdoor wilderness tours during which participants engage in a variety of activities including, but not limited to: kayaking, fishing, hiking, mountaineering, snowshoeing, yoga, stand up paddle boarding, wilderness spa, ice cave exploration, glacier traversing, swimming and overnight camping (collectively, the “**Activities**”). The tours take place in locations throughout British Columbia, and participants are transported to and from the locations by helicopter.

**ACKNOWLEDGMENT OF RISK:**

In CONSIDERATION for being permitted to participate in the tour and the Activities provided by Compass, its owners, agents, officers, volunteers, participants, employees, affiliated companies and partners, including but not limited to Custom Helicopters Ltd., Northcoast Helicopter Incorporated, Talon Helicopters Ltd. and Eurocan Management Consulting Ltd. dba Fraser River Lodge, and all other persons or entities acting in any capacity on their behalf (the “**Releasees**”), I hereby warrant and agree that:

1. my participation in the tour and in any or all of the Activities is voluntary and entails known and unknown risks including, but not limited to, the possibility of severe physical or emotional injury, paralysis, death, or damage to property, and I understand that such risks cannot be entirely eliminated;
2. if there is something I do not feel comfortable with, for any reason, I have the option to choose not to participate, or to modify my participation;
3. prior to participation in the tour and in any of the Activities, I will inform Compass of any existing medical or psychological conditions, physical injuries, medical concerns, allergies, or emotional fears and phobias that may impact my involvement or ability to participate safely in the tour, the overnight stops or in the Activities;
4. I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else agree to bear the costs of such injury or damage myself;
5. I will complete a medical form that details any medical, psychological or physical conditions that I have (the “**Form**”), and I understand that Compass will keep the Form during my participation in the Activities and that the Form will be kept fully confidential unless there is need to disclose

the information contained in the Form in order to assist with response to a medical emergency involving me; and

6. In the event of an accident for which I may require immediate medical, dental, or other emergency care, and in which none of my next of kin can be notified within a reasonable amount of time through reasonable means, I hereby authorize the Releasees to take all necessary actions, including arranging transportation and emergency services as may be warranted in such circumstances and I hereby release and forever discharge the Releasees from any and all claims whatsoever which may arise on account of any such immediate medical, dental, or other emergency care. I agree to be responsible for all fees and expenses in relation to such medical care and I understand and acknowledge that the Releasees are not required to take any action to arrange medical, dental, or other emergency care on my behalf.

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**ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY:**

As CONSIDERATION for being permitted to participate in the tour and the Activities, I understand and agree to the following terms on behalf of myself, my heirs, assigns, personal representatives and next of kin:

1. **to assume and accept all risks** associated with my participation in the tour and any or all of the Activities, even if arising from the negligence, gross negligence, breach of contract, or breach of statutory or other duty on the part of the Releasees;
2. **to release and waive liability for all claims** that I have or may have in the future against the Releasees from any and all liability for loss, damage, injury or expense that I may suffer as a result of my participation in the tour and any of the Activities due to any cause whatsoever, including negligence, gross negligence, breach of contract, or breach of any statutory or other duty, on the part of the Releasees;
3. **to not sue** the Releasees for any injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect of the tour and the Activities; and
4. **to indemnify and hold harmless** the Releasees, and any land owners or building owners on or in which the tour and the Activities take place, including airports and heliports, from and against any and all claims, demands, causes of action, damages, judgments, costs, awards, or expenses including reasonable legal fees, which arise in any way from my conduct and/or participation in the tour and the Activities and any and all damages to property, injury to myself or another person, caused directly or indirectly by me, whether by inadvertence, negligence, willful misconduct, or otherwise.

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This Informed Consent, Assumption of Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement (the “**Agreement**”) will be effective and binding on me, my heirs, next of kin, executors, administrators and representatives in the event of my injury, death or incapacity.

This Agreement and the rights, duties, and obligations between the parties to this Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia.

If any portion of this Agreement is found to be void or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

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**ACKNOWLEDGEMENT:**

I am aware that there are risks involved in participating in any of the wilderness tours provided by Compass, and have decided that I am prepared to participate in or more of the tours and all activities involved in the tour, including but not limited to the Activities.

By signing below, I acknowledge that I have read and understood this Agreement. I understand that I am giving up legal rights and that I, my heirs, administrators, executors, assigns, and representatives, are bound by this Release.

**I certify that I am \_\_\_ years of age. I am aware that this is a contract between me and the Releasees that includes a RELEASE OF LIABILITY and WAIVER OF CLAIMS. I confirm that I sign this Agreement of my own free will.**

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DATE \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

NOTE: Witness must be over the age of 19

INTERNAL USE: I _____ (print name), of Compass provided this Agreement to _____ (name of participant) to read and sign on _____ (date).
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**Agreement of Parent or Guardian - MUST be completed if participant under the age of 19**

I \_\_\_\_\_ (print name) acknowledge that I am the parent/guardian of \_\_\_\_\_ (print name of participant) (the “Participant”), and will be accompanying and supervising the Participant for the duration of the tour, including on all Activities undertaken by the Participant.

I have read and understood the above Informed Consent, Assumption of Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement for Participants signed by the Participant. I am aware of the risks associated with the Participant’s participation in the tour and any or all of the Activities, including the risks of severe personal injury and death to the Participant.

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In CONSIDERATION for being permitted to participate, with the Participant, in the tour and the Activities provided by Compass, its owners, agents, officers, volunteers, participants, employees, affiliated companies and partners, including but not limited to Custom Helicopters Ltd., Northcoast Helicopter Incorporated, Talon Helicopters Ltd. and Eurocan Management Consulting Ltd. dba Fraser River Lodge, and all other persons or entities acting in any capacity on their behalf (the “Releasees”), I hereby warrant and agree to indemnify and hold harmless the Releasees, and any land owners or building owners on or in which the tour and the Activities take place, including airports and heliports, from and against any and all claims, demands, causes of action, damages, judgments, costs, awards, or expenses including reasonable legal fees, which arise in any way from the Participant’s conduct and/or participation in the tour and the Activities and any and all damages to property, injury to the Participant or another person, caused directly or indirectly by the Participant, whether by inadvertence, negligence, willful misconduct, or otherwise.

DATE \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

<b>Photography and Film Release Agreement</b>
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NOTE: It is mandatory that you complete this section. Please check and sign to confirm your selection.

Compass will photograph or film participants during its tours for use in promotional / advertisement materials or publications. Please tick one of the boxes below:

I ALLOW Compass to photograph or film me during my participation in one of its tours, in whole or in part, for the purposes of promoting Compass or any programs or services related to Compass and its mandate free of any charges. I also agree that Compass may access, store, use, incorporate (alone or together with other materials), and disclose photographs or video footage of me in video, print, and electronic media (including, without limitation, the Internet) in Canada and worldwide, in perpetuity.

I DO NOT ALLOW Compass to photograph or film me during my participation in one of its tours, as per the above paragraph.

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**Emergency Information:**

Participant Signature: \_\_\_\_\_ Participant's Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Province \_\_\_\_\_ Postal Code: \_\_\_\_\_ Date: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Medical Plan/Province: \_\_\_\_\_ Medical Plan #: \_\_\_\_\_

Please list any health conditions or medical issues that we ought to be aware of (including previous injuries, current medications, allergies, etc.): \_\_\_\_\_

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What was the date of your last Tetanus inoculation or booster? Month: \_\_\_\_\_ Year: \_\_\_\_\_