



THIS IS A PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK. IN ORDER TO PARTICIPATE IN ANY POINTS NORTH HELI-ADVENTURES WE WILL REQUIRE YOUR INITIALS AND SIGNATURE UPON YOUR ARRIVAL.

In consideration of the services of Points North Heli-Adventures, Inc., their agents; Omni Energy Services, Orca Cannery, Fishing and Flying and Steve Ranney, the owners, the officers, the volunteers, the participants, the employees, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as "PNH"), I hereby agree to release, indemnify, and discharge PNH, on my behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that heli-skiing and backcountry travel entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things:
 - **AVALANCHES** – Avalanches commonly occur in the mountain terrain used for aircraft accessible skiing. Avalanches are not predictable and may be caused (I) by natural forces, including steepness of slopes, snow depth, instability of the snowpack or changing weather conditions, or (II) by skiers or the aircraft. PNH or its staff may misjudge whether the terrain is safe for skiing or backcountry travel or where or when an avalanche may or may not occur. Skiers must assume the risks and dangers associated with avalanches. The dangers of avalanches include the risk of failure of avalanche safety and rescue equipment and techniques.
 - **MOUNTAIN TERRAIN & OBSTACLES** – While beautiful, mountainous areas used for the backcountry enthusiast and heli-skier have many dangerous obstacles and hazards. These obstacles may be hidden by snow and include, but are not limited to: crevasses, cliffs, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions below the snow surface, and varying and difficult snow conditions. The ski areas may not have been skied previously and are not regularly patrolled. Skiers may become lost or separated from their skiing guide or skiing companions by skiing in forested areas, wild and rugged terrain, or bad weather. Communication in this mountain terrain is always difficult and in the event of accident, rescue and medical treatment may not be immediately available.
 - **WEATHER AND ALTITUDE** – Weather conditions may be extreme and can change rapidly without warning creating risk of frostbite, exposure, hypothermia, etc. and hampering rescue attempts. High altitudes and rarified atmosphere also increase the effects of sunlight and physical exertion.
 - **HELICOPTER / FIXED-WING AIRCRAFT TRAVEL** – Additional risks are posed by helicopter and fixed-wing aircraft travel in mountainous areas and in winter weather. Risk from rotor or prop blades or an aircraft crash is among (but not limited to) the helicopter or fixed-wing aircraft risks.

- **AUTOMOBILE (truck, van) TRAVEL** – Additional risks are posed by automobile travel on mountain or rural highways and “closed” and unmaintained roads.
- **SKI EQUIPMENT** – Additional risks are posed by the normal use and malfunction of ski equipment provided by me and/or by PNH including the failure of ski or snowboard bindings to release in a fall.
- **CANNERY ENVIRONMENT** – Additional risks are posed by the “cannery environment” used as a base facility and for the preparation of meals. Many aspects of this “cannery environment” do not meet current building, health, or safety codes determined by various state and federal agencies. Abandoned buildings, docks, and structures are off limits and pose additional risks. Wild game animals are an additional risk as well as other risks not mentioned here.
- **PNH GUIDES** – PNH guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. Their advice may differ from guiding and skiing practices elsewhere.

I have read this section and initial it to show that I understand and agree:

2. In the event of an accident, you will be responsible for the cost of the rescue and extracation. This would include the cost of additional helicopters, as well as search, rescue, extracation and any other costs associated.

I have read this section and initial it to show that I understand and agree:

3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I have read this section and initial it to show that I understand and agree:

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PNH from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of PNH equipment or facilities, including any such claims which allege negligent acts or omissions of PNH.

I have read this section and initial it to show that I understand and agree:

5. Should PNH or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I have read this section and initial it to show that I understand and agree:

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume- and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.

I have read this section and initial it to show that I understand and agree:

7. In the event I file a lawsuit against PNH, I agree to do so solely in the State of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

I have read this section and initial it to show that I understand and agree:

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PNH on the basis of any claim from which I have released them from herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature

Printed name

Address

Date

Witness Signature

Date

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____(print minor's name) ("Minor") being permitted by PNH to participate in its activities and to use its equipment and facilities, I further agree to hold harmless PNH from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by minor.

Parent or guardian

Printed name

Address

Date

Witness Signature

Date