

Liability Waiver

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY AND ACCEPTANCE OF INHERENT RISKS

TO:	Himalayan Heli Ski Guides (collectively the "Operator"), and all associated and affiliated companies as they now exist or may hereafter be acquired
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In consideration of the Operator accepting my application for and my being permitted to go on the Operator's helicopter skiing vacation in Nepal, involving travel on a helicopter owned or operated by HHSG associates, I agree to this *Release of Claims, Waiver of Liability and Assumption of Risks (collectively "this Agreement")*.

On behalf of myself, my heirs, executors, successors, administrators, assigns and whomever else may have an interest either at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now and in the future, and release from all liability and agree not to sue the Operator, HHSG, their officers, directors, employees, representatives (collectively the "Releases") for any and all personal injury, death, property damage or loss sustained by me as a result of my participation in a helicopter skiing trip with the Operator due to any cause whatsoever, including, without limitation, negligence on the part of the Releases. For the purposes of this Agreement, "helicopter skiing trip" shall extend from the time of my initial arrival in the city of Kathmandu to my final departure there from and includes any and all activities occurring at anytime and anywhere in that city, on the surrounding ski hills or elsewhere, including all helicopter travel whether or not for the purposes of skiing.

I am aware helicopter skiing has, in addition to the usual dangers and risks inherent in the sport of skiing (being loss of control, collisions with other skiers, trees, rocks and other man-made obstacles, failure of equipment, etc.), certain additional dangers and risks, including but not limited to:

1. AVALANCHES - which may frequently occur in the mountain terrain used for helicopter skiing and may be caused (a) by natural forces, including steepness of slope, snow depth, instability of the snow pack or changing weather conditions, or (b) by skiers, the helicopter, another avalanche in the vicinity, or the failure for any reason of the Releases to predict whether the terrain is safe for skiing or whether or

when an avalanche may or may not occur. The danger of avalanches includes the risk of failure of avalanche safety and rescue equipment and techniques and any negligence in the training or use thereof

2. MOUNTAIN TERRAIN - mountainous areas with steep slopes in their natural state have many obstacles and hazards (such as cliffs, crevasses, breakable snow, crust, ice, etc.), may not have been skied previously, are not regularly patrolled or examined, may require cross-country skiing or trekking, where skiers may be lost or separated from their guide or other skiers and where communication is difficult and rescue and medical treatment may not be available.

3. HELICOPTER TRAVEL - the conduct, including negligence of HHSO. This includes operational error and/or mechanical failure, as well as the additional risks which are posed by helicopter travel in mountainous areas and in winter weather conditions.

4. 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 rarefied atmosphere also increase the effects of sunlight and physical exertion.

5. THE OPERATOR AND OTHER SKIERS - the conduct, including negligence of the Operator and of other skiers. This includes skiing under the control of the helicopter skiing guides, whose advice and direction may differ from skiing practices elsewhere.

6. INSURANCE - I am aware that I am to supply and show proof my own medical insurance for this Heli Ski trip, including the option of helicopter rescue insurance. Failure to do provide proof of insurance may result in loss of participating in the said trip unless a special waiver is signed releasing HHSO from any insurance responsibilities for any and all medical, accident, or rescue, etc. issues that may arise from this HHSO Heli Ski trip. This special release must be agreed too and signed by both HHSO and myself.

I accept all the inherent risks and dangers of helicopter skiing and the possibility of personal injury, death, property damage or loss resulting there-from.

I acknowledge that the enjoyment and excitement of helicopter skiing is derived in part from skiing in powder snow on steep, un-groomed

slopes and that the inherent risks of helicopter skiing contribute to such enjoyment and excitement.

I further acknowledge and agree that while skiing I shall at all times FOLLOW THE GUIDE'S INSTRUCTIONS. I understand that my failure to FOLLOW THE GUIDE'S INSTRUCTIONS may result in injury or loss of life, to others or myself or suspension of skiing privileges.

In the context of this agreement, and without limiting the generality of the term, negligence shall include any act or omission relating to guiding, use of helicopters, prediction of avalanche danger, choice of skiing terrain, prediction of weather conditions or any conditions or factors that may amount to a departure from the standard of care which a person of common prudence usually takes of his own concerns having regard for the activity of helicopter skiing.

In entering into this Agreement I am not relying on any oral or written representations or statements made by any of the Releases, including those in the Operator's "Helicopter Skiing Booklet" or other brochures, to induce me to go on the Operator's helicopter skiing vacation. I further agree that the terms of this Agreement may only be amended by a duly executed written agreement between the Releases and myself and that this Agreement shall not be effected or altered by any subsequent oral or written representations made by any of the Releases.

This agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws in Nepal and no other jurisdiction; and

Any litigation involving the parties to this Agreement shall be brought solely within the country of Nepal and shall be within the exclusive jurisdiction of the Courts Nepal.

I confirm that I am eighteen (18) years of age and that I have carefully read and understand his Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors. I am also aware that I am signing waiving certain legal rights that I otherwise may have and I enter into this Agreement of my own free will and volition.

Signed this ___ day of _____, 20___ *Signature*_____

In the presence of _____