

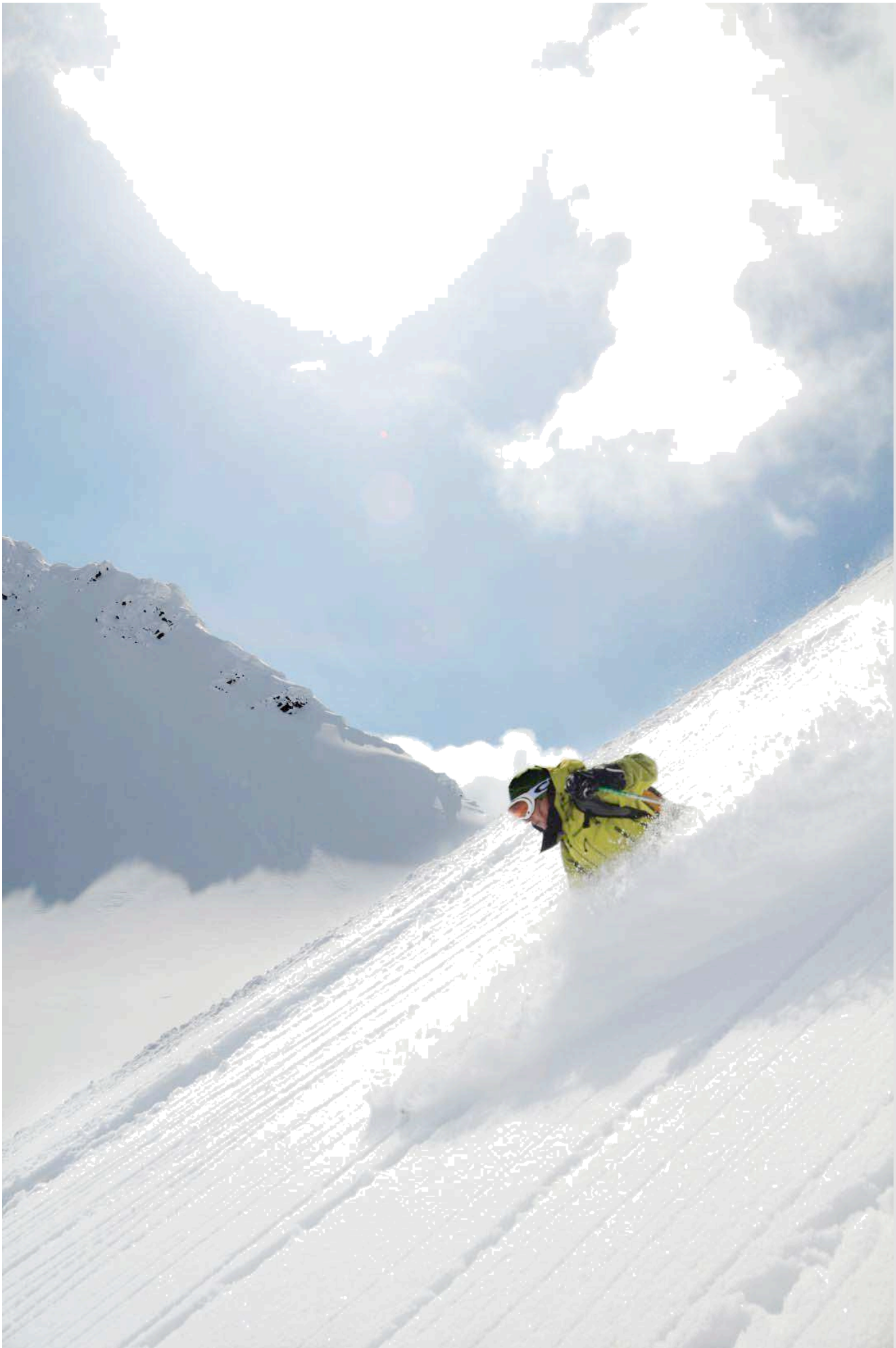
CMH eWaiver

Elektronická verzia s Docu Sign

www.cmhski.com/waiver

NÁVOD NA VYPLNENIE

ENVIROMENTÁLNY,
RÝCHLY A JEDNODUCHÝ



eWaiver elektronický prístup

Tento dokument Vám poskytneme pri rezervácii alebo ho môžete nájsť na našej webstránke CMH:

www.cmhski.com/w/aiver.



CMH HELI-SKIING WAIVERS

INTRODUCING EWAIVERS - NO MORE PAPER!

-  [ENGLISH Electronic Waiver »](#)
-  [FRENCH Electronic Waiver »](#)
-  [ITALIAN Electronic Waiver »](#)
-  [GERMAN Electronic Waiver »](#)
-  [SLOVAK Electronic Waiver »](#)
-  [SPANISH Electronic Waiver »](#)

Meno a email

Na to, aby ste začali vyplňať, budete požiadaní o Vaše meno a emailovú adresu. Po zadaní týchto informácií Vám bude umožnené stlačiť "Begin signing".

PowerForm Signer Information

Please enter your name and email
to begin the signing process.

Your Role:

CMH Heli-Skiing Guest *

Your Name:

Your Email:

Begin Signing



Na to, aby ste mohli pokračovať, musíte súhlasiť s podmienkami – označiť symbol súhlasu.

Následne stlačíte červené tlačidlo Review document a zobrazí sa Vám celá dohoda.

☒ I agree to do business electronically with CMH Heli-Skiing & Summer Adventures

Review Document

Decline

Finish Later

Osobné údaje

Po sprístupnení dokumentu budete môcť vyplňať polia v červenom orámovaní a to na všetkých stránkach dokumentu.

CMH HELI-SKIING

APPLICATION FOR HELICOPTER SKI TRIPS Page 1 of 2

P.O. Box 1089 • Banff, Alberta T1L 1A6 • Toll Free 1-800-861-6062 • Office (403) 762-7100

TERMS AND CONDITIONS

I hereby make application to book a CMH Heli-Skiing Trip referred to as CMH Heli-Ski Trip, and I understand and agree to each and all of the following 9 terms & conditions:

1. That all rates and deposits are in Canadian funds, and that an allowance will be made for exchange if payment is in foreign currency. Where applicable, rates are subject to change without notice to me.
2. That my initial deposit of \$1,000.00 per person, for trips of 7 days duration or longer, and/or my deposit of \$500.00 per person, for trips of 3 days or less in duration, for each trip that I am applying to book is **non-refundable**. This deposit is transferable only under the following conditions:
 - A new booking is made for you within the same season or calendar year.
 - A replacement guest for the same booking (name change) is given to CMH. You are responsible to find this replacement guest.**New Booking** = A completely new reservation which is not associated to any existing booking.
Calendar Year = January 1 through to December 31, including the Summer Adventure season.
Heli-Skiing Season = December 1 through to May 15.
Summer Adventure Season = June 15 through to September 30.
3. That full payments for all helicopter ski trips are due and payable at the Banff office ten (10) weeks before the commencement date for all trips booked, and that in cases where these full payments are not received ten (10) weeks ahead of time, CMH reserves the right to release these spaces to persons on the waitlist. Further, that full payments for all helicopter ski trips are deemed as deposits.
4. That the total \$1,000.00 or \$500.00 deposit is also required to hold a waitlist position; that transfers from waitlists to confirmed bookings (CMH will call to confirm) will be made automatically as soon as space becomes available, and that CMH will notify me of any such transfer in writing. Also, that following any such transfer to confirmed bookings, the non-refundability clause on the initial \$1,000.00 or \$500.00 deposit will come into immediate effect. And further, that persons remaining on waitlists can retain their total \$1,000.00 or \$500.00 initial deposit at any time.
5. That in the event of cancellation, an administration fee of \$250 (plus applicable taxes) will be charged. Further, **all cancellations must be received by telephone and confirmed in writing or by email to CMH at its Banff address.** If cancellation is received by CMH less than ten (10) weeks before the date of trip commencement and if I can find a replacement for the trip booked, any and all deposits will be transferred to my replacement. If cancellation is received by CMH less than ten (10) weeks before the date of trip commencement and I cannot find a replacement for the trip booked, the total of all deposits for helicopter ski trips will be retained by CMH. Deposits cannot be transferred to any other winter season, other than as stated in section 2 above.
6. That I will not be permitted to participate in any CMH ski trip unless a "CMH Heli-Ski Waiver" in the form hereon is properly completed.
7. That it is my responsibility to arrive at CMH departure sites at the required time; and it is my responsibility for any extra costs incurred if I miss the scheduled CMH departures. It is also my responsibility to ensure proper entry through Canadian Customs and Immigration if entering from outside Canada. Refunds of payment made will not be given in cases where entry into Canada is denied.
8. That in the case that I am a Pre-Payment Series holder, that my credit pursuant to my subscription shall be treated in the same manner as a normal deposit.
9. I understand that CMH reserves the right to take photographic or film records of any of its trips and hereby agree that CMH may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom CMH may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by CMH.

BEFORE SIGNING THIS FORM, READ IT CAREFULLY!

By signing you are making a commitment. On the strength of this commitment, we will charter an experienced helicopter, stock food and helicopter fuel, book hotel reservations, maintain a highly trained staff and run any other services who would like the space as are looking for you.

Note: A separate application form and waiver must be filled out for each individual for whom application is made. Guests under the age of 19 require parent/guardian signatures and a completed paper waiver must be sent back to our office. View paper waivers at www.cmh-heli-ski.com/waivers.

Sign Here

Applicant's Signature Date Signed: 12/12/2013

APPLICANT'S INFORMATION - This address is: **Banff**

Name: **Jane Doe** Sex: **Female** Date of Birth: **1 Jan 1981**

Home Phone: **555-555-5555** Bus. Phone: **555-555-5555** Cell Phone: **555-555-5555**

Address: **123 Street St. Banff 1000** City: **Banff** State/Prov: **AB** Zip/Postal Code: **T1L 1A6**

Country: **Canada** Email: **jane.doe@cmh-heli-ski.com**

I have ski/boarded/skied with CMH in the past: ☒ Current CMH Area: **Alberta**

Your Privacy Matters

This information is collected with regard to the Personal Information Protection Act of British Columbia and Alberta. Your information is required by CMH to accept your booking on a CMH trip. It will be used to contact you regarding your booking, payments, invoices and other trips and programs offered by CMH or through organizations associated with CMH. Financial information will only be used to process payment. If you prefer not to receive any additional promotional material please e-mail us at info@cmh-heli-ski.com. If you have questions about the collection or use of this information please call 1-800-861-6062.

CMH HELI-SKI WAIVER Page 2 of 2

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

In consideration of CMH (as defined below) accepting my application for and permitting me to participate in a helicopter skiing trip ("CMH Heli-Ski Trip") on lands owned by or under the control of CMH or the Province (as defined below) or elsewhere, the following waiver of all claims, releases from all liability, assumption of all risks, agreement not to sue and other terms of this agreement ("CMH Heli-Ski Waiver") are entered into by me with and for the benefit of:

"Canadian Mountain Holidays LP" doing business as "CMH Heli-Skiing" and "Alpine Helicopters Inc." And **Her Majesty the Queen in Right of the Province of British Columbia ("Province")**

and their parent companies, affiliates and subsidiaries (collectively, "CMH") and the "Personnel" (as defined below).

I agree and all claims that I have or may in the future have against, and release from, and agree not to sue, CMH, the Province and any of their subsidiaries, directors, officers, employees, servants, helicopter skiing guides, helicopter pilots, helicopter maintenance personnel, agents, contractors, suppliers, representatives, and other persons (collectively, the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of any CMH Heli-Ski Trip due to any cause whatsoever on the part of any one or more of CMH, the Province, the Personnel or others, including:

- (i) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the helicopter skiing industry in the Province of British Columbia for the safety of heli skiers);
- (ii) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation;
- (iii) breach of any contract; and
- (iv) mistakes or errors in judgment of any kind.

I am aware of the risks inherent in skiing and I am aware that helicopter skiing has certain additional dangers and risks, including but not limited to:

AVIANCHES: I am aware that avalanches frequently occur in the mountainous terrain used for helicopter skiing and that avalanches have caused a number of fatalities involving heli-skiing. If I use a snowboard or telemark skis, I am aware that there is an increased risk that I will not survive an avalanche if the snowboard or telemark skis do not have a binding release mechanism. I am aware that the risk of an avalanche is always present in helicopter skiing. That this risk cannot be completely eliminated by CMH and the Personnel, and that avalanche accidents may result from the failure for any reason (including negligence) of CMH or the Personnel to correctly determine the stability and safety of a slope for skiing or to predict where or when an avalanche might occur.

ISOLATED TERRAIN: In addition to avalanches, I am aware that the rugged mountain terrain used for helicopter skiing has many other dangerous circumstances and hazards including glacier crevasses, rock outcroppings, cornices, cliffs, heavily forested areas with fallen trees and tree stumps, crevasses and boulders and other man-made hazards such as logging clear cuts, logging roads, road banks and fences that cross heli-skiing slopes; that these hazards may be hidden by snow, and that if I become injured or lost in severe winter weather conditions or difficult terrain there is a risk of injury or being rescued.

TREE WELLS: I am aware that deep depressions ("tree wells") in the lower canopy of the trees or steep slopes for helicopter skiing can be a serious hazard to heli-skiers and that a number of heli-skiing fatalities have occurred when heli-skiers have fallen into tree wells.

OTHER HELI-SKIER'S: Heli-skiers and in groups or with partners and I am aware of the risk of colliding with other heli-skiers and the risk of being separated from other heli-skiers or becoming lost.

HELICOPTER TRAVEL: I am aware of the risk of mechanical failure or operational error involving pilot error in the operation of helicopters and that there are increased risks of helicopter travel in mountainous areas, especially in winter weather conditions.

EQUIPMENT: I am aware of the risk that the equipment used during a heli-skiing trip such as, but not limited to, Avalanche Transceivers, Avalanche Flotation Devices, skis, snowboards, bindings, snow, probe, poles, and helmets, whether or not they are provided by CMH, supplied by third parties, or brought to CMH, by myself for my own use, may not function as designed or as intended. I am aware that regardless of the functionality of such equipment, the use of such equipment may not prevent injury or death.

WEATHER: I am aware that weather conditions may be extreme and can change rapidly without warning.

TRANSPORTATION TO AND FROM AREAS: I am aware of the risks associated with transport through mountainous areas including rapidly changing road and highway conditions and the risks of using aircraft, motor coaches, vans, taxis, and other vehicles which may or may not be owned and/or operated by CMH.

I assume and accept all the risks and dangers of helicopter skiing and the possibility of personal injury, death, property damage or other loss as a result. I agree that although CMH and the Personnel may take precautions to reduce the risks and increase the safety of helicopter skiing and to determine whether a particular slope is safe from the risk of avalanche or other hazards before it is skied, it is not possible for CMH or the Personnel to make helicopter skiing completely safe or to predict with complete assurance whether the terrain to be skied is safe from the risk of avalanche. I willingly accept these risks and agree to the terms of this CMH Heli-Ski Waiver and any of the Personnel are bound in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of any CMH Heli-Ski Trip.

I am aware that the equipment and equipment of helicopter skiing is owned in part from skiing in powder snow on steep unprepared slopes and is contributed to by the inherent risks of helicopter skiing.

In signing this CMH Heli-Ski Waiver, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by CMH in any brochures, magazines, printed material or electronic media, or to any of the Personnel or to the Province to induce me to go on a CMH Heli-Ski Trip.

I confirm that I am of the full age of nineteen years, that I have had sufficient time to read and understand what I am agreeing to in this CMH Heli-Ski Waiver before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that the CMH Heli-Ski Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in the Province of British Columbia and nowhere else.

I agree that the terms "helicopter skiing", "heli-skiing" and "skiing" herein include snowboarding, mono-skiing, telemark skiing, ski touring, snowshoeing and other similar activities and the term "heli-skiing" includes snowboarder, mono-skiar, telemark skier, ski tourist and snowshoer.

Signing Date: 12/12/2013

Sign Here

Signature of APPLICANT (Please type name if required)

First Name: **Jane** Last Name: **Doe**

Name of APPLICANT

Zvoľte si podpis

Budete si musieť vybrať Váš elektronický podpis stlačením "Sign Here". V okne sa Vám ukáže štýl podpisu alebo môžete napísať vlastný podpis stlačením "Draw". Následne musíte potvrdiť tlačidlom "Adopt & Sign".

Adopt Your Signature

Confirm your name, initials and signature.

Full Name: **Jane Doe** Initials: **JD**

Select Style: **Draw**

Signature Style

DocuSigned by:
Jane Doe
632B93168FCA44F...

DS
JD

Change Style

Adopt and Sign Cancel

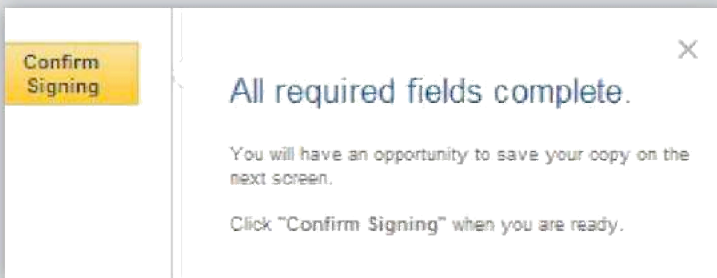
Podpis a iniciály

Po vybratí si podpisu Vám bude umožnené kliknúť a podpísať sa na každej strane.



Potvrďte podpis

Ak budú vyplnené všetky políčka vo formulári, žlté tlačidlo “Next” sa zmení na “ Confirm Signing”. Ak stlačíte toto tlačidlo, tento proces bude ukončený.



Ukončenie dokumentu

Ukáže sa Vám fráza “you have completed your documents”. Toto okno Vám dá možnosť stiahnuť si celý document alebo vytlačiť ho.

Teraz ste o krok bližšie k Vášmu výletu!

You have completed your documents

Save Your Document Securely Online — FREE with DocuSign

View, download or print your signed documents anytime
Legally sign documents with simple clicks on your computer or mobile device
Save time & money — no costs for printing, scanning, faxing or overnighting

Email

Password

Confirm Password

☐ I agree to the Terms and Conditions

Save My Document

OR

By saving a copy of your document, you're creating a free DocuSign account

Download

Print



Bezpečnosť je pre nás prvoradá, urobíme všetko preto, aby
Váš výlet bol bezpečný a nezabudnuteľný. Uvidíte, že nič sa
týmto zážitkom nevyrovná.

Access Code

If you do not appear to be receiving an email containing the access code to access the waiver form; please verify both your inbox and junk mail folders.

If the access code you enter is denied more than 3 times, it will cancel the current form; in order to ensure the access code you enter is valid, please select, copy, and paste it into the indicated field box.

If this doesn't solve the issue, it may be that too many people are trying to access the waiver form at once. Please try again at a later time.

Children Under 19

If you completed the online waiver and are under 19 years of age, or if you completed the online waiver for your child who is under 19; you will be contacted by a CMH agent, as the waiver form will be considered invalid.

Children under 19 must have an original paper waiver signed by a parent or guardian, with a witness to the signature.

Waiver Form

If you send in a scanned or faxed copy of your paper waiver, or if you printed and completed the online waiver on paper; you will be contacted by a CMH agent, as the waiver will be considered invalid.

The only valid waiver forms are:

an original paper waiver mailed to the CMH Banff office, or handed in to CMH upon arrival, or the eWaiver completed electronically.

Please DO NOT print the online waiver in order to complete it by hand, as paper waiver copies MUST have a witness, which the online waiver does not require.

Confirm eWaiver Signature

If you have completed the eWaiver, but it doesn't seem to go through the system; you will have to press on the "Confirm Signing" button in order to submit your waiver.

If you do not see the "Confirm Signing" button, but see a "Next" button; it means there is information missing on the waiver form. If you press on the "Next" button, it will take you to the field where information is missing.

Once all information is complete, the "Confirm Signing" button will appear where the "Next" button was previously.

Confirmation Email

If you receive an email from CMH through DocuSign after having completed your online waiver; it is simply a confirmation that your waiver is complete and is being processed.



CMH Heli-Skiing

PO Box 1660, 217 Bear Street

Banff, Alberta T1L 1J6 Canada

403.762.7100 info@cmhinc.com

1.800.661.0252

www.cmhski.com

For waiver inquiries, please call the number above or email us at waivers@cmhinc.com.