



# CMH eWaiver Guide

Thank you for taking the time to complete your CMH eWaiver. The online waiver will take just a few minutes of your time – please follow the simple steps below.

## eWaiver Access

The eWaiver can be accessed through the link provided with your booking confirmation and on our website [www.cmhski.com/waiver](http://www.cmhski.com/waiver)



**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 »](#)

**Name and email address**

To begin the online process, you will be prompted to provide your name and email address. Once you have provided this information, you will be able to press the 'Begin Signing' button.

# CMH Heli-Skiing: Online Waiver

To begin the signing process please enter your name and email.

Your Role:

**CMH Heli-Skiing Guest \***

Your Name:

Your Email:

**Begin Signing**

After clicking on the 'Begin Signing' button you will be taking to a page where you need to confirm that you wish to continue. Click on 'Continue'

## Please Review & Act on These Documents



**CMH Heli-Skiing**  
Canadian Mountain Holidays LP

Thank you for taking the time to complete your CMH Heli-Skiing Waiver.

Please review the documents below.

**CONTINUE**

This will give you access to the online waiver and allow you to complete all the fields indicated in red.

**CMH HELI-SKIING**  
**APPLICATION FOR HELICOPTER SKI TRIPS** Page 1 of 2

**TERMS AND CONDITIONS:**  
 I hereby make application to book a CMH heli-skiing also consent to act as CMH ski trip, and I understand and agree to each and all of the following terms & conditions:

- 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.
- 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 6 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 (and for the same booking season 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.
- I acknowledge that an administration fee of \$25.00 (plus applicable taxes) will be charged to my account for any transfer request under this Section 2.
- That full payments for all helicopter skis are due and payable at the CMH 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 needed in deposits.
- That the initial \$1000.00 or \$500.00 deposit is also required to hold a waitlist position. The transfers from waitlist to confirmed bookings (CMH will do transfers will be made automatically as soon as space becomes available, and that CMH will notify me of any such transfer or waiting. Also, that following any such transfers to confirmed bookings, the non-refundability clause on the initial \$1000.00 or \$500.00 deposit will come into immediate effect. And further, that persons remaining on waitlists can receive their initial \$1000.00 or \$500.00 initial deposit at any time.
- That in all cases of cancellation, an administration fee of \$25.00 (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 BC office. If cancellation is received by CMH less than ten (10) weeks before the date of the commencement of a trip, CMH will require a fee for the trip booked, any and all deposits will be transferred to my replacement. If cancellations received by CMH less than ten (10) weeks before the date of the commencement of a summer heli-skiing trip, a summer heli-skiing trip, the total of all deposits for helicopter ski trips will be returned by CMH. Deposits cannot be transferred to any other winter season, other than as stated in section 2 above.
- That I will not be permitted to participate in any CMH ski trip unless a "CMH Heli-Ski Waiver" in the form herein is properly completed.
- That it is my responsibility to arrive at CMH departure sites at the required times, 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. Balances of payment made will not be given in cases where entry into Canada is denied.
- That in the case that I am a Pre-Payment Series holder, that my credit purchase to my subscription shall be treated in the same manner as a normal deposit.
- I understand that CMH reserves the right to use photographic or film records of any of its trips, and hereby agree that CMH may use any such photographs 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 my right, title, and interest I may have in it 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 obtain an expensive helicopter, stock fuel and helicopter fuel. Book later reservations, maintain a tight travel staff and turn away others who cannot like the space we are holding for you.  
**Note:** A separate application form and waiver must be filled for each individual. For whom application is made. Guests under the age of 19 require parent/guardian signatures and a completed paper waiver mailed back to our office. View paper waivers at [www.cmhski.com/waivers](http://www.cmhski.com/waivers)

**Applicant's Signature** Date Signed: 12/12/2012

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

Name:  Sex:  Date of Birth:

Home Phone:  Bus. Phone:

Address:  City:  State/Prov:  Zip/Postal Code:

Country:  Email:  Current CMH Area:

I have already been identified with CMH in the past:

**Your Privacy Matters**  
 This information is collected with regard to the Personal Information Protection Act of BC/PR Columbia and Alberta. Your information is required for CMH to accept your booking on a CMH trip. It will be used to contact you regarding your booking, payments, services and other trip and program information offered by CMH or through operators associated with CMH. Personal information will only be used to process payment. If you prefer not to receive any additional promotional material please e-mail us at [info@cmhski.com](mailto:info@cmhski.com) if you have questions about the collection or use of this information please call 1-800-491-4252.

**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 purchasing me a helicopter using the 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, release 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" and "doing business as "CMH Heli-Skiing" and "Active Helicopters Inc." and their parent companies, affiliates and subsidiaries (collectively, "CMH")** And **Her Majesty the Queen in Right of the Province of British Columbia ("Province")** and **the "Personnel"** (as defined below).

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, CMH, the Province and any of their shareholders, directors, officers, employees, servants, helicopter sking guides, helicopter pilots, helicopter maintenance personnel, agents, contractors, suppliers, representatives, and other guests (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 causes whatsoever on the part of any one or more of CMH, the Province, the Personnel or others, including:

- (a) negligence (the meaning of which includes failure to use such care as an reasonable prudent and careful person would use under similar circumstances and to invest accordingly in care in the helicopter sking industry in the Province of British Columbia for the safety of heli-skiers);
- (b) breach of any other duty imposed by law, including any duty imposed by common law or other legislation;
- (c) breach of any contract; and
- (d) negligence or errors in judgment of any kind.

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

**AVIATION:** I am aware that accidents frequently occur in the recreational terrain used for helicopter sking and that accidents have caused a number of fatalities involving helicopter. If I use a helicopter or seaplane ski, I am aware that there is an increased risk that I will not survive an accident if the helicopter or seaplane ski does not have a landing release mechanism. I am aware that the risk of an accident is always present in helicopter sking, that this risk cannot be completely eliminated by CMH and the Personnel, and that accidents or incidents may result from the failure for any reason (including negligence) of CMH or the Personnel to correctly assess the safety and safety of a specific sking or to assist where or when an accident might occur.

**MOUNTAIN TERRAIN:** In addition to accidents, I am aware that the rugged mountain terrain used for helicopter sking has many other dangerous conditions and hazards including glacier crevasses, rock outcroppings, cornice, cliffs, heavily forested areas with fallen trees and tree stumps, crevasses and boulders and other man-made hazards such as logging clear cuts, logjams, roads, bridges and fences that cause falling slopes. Such these hazards may be hidden by snow and that if I become injured or fall in severe winter weather conditions or difficult terrain there is a risk of being injured from other heli-skiers or becoming lost.

**TREE WELLS:** I am aware that deep depressions ("tree wells") in the snow between the trees on slopes used for helicopter sking can be a serious hazard to heli-skiers and that a number of helicopter fatalities have occurred when heli-skiers have fallen into tree wells.

**OTHER HELI-SKIERS:** Heli-skiing on a group 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 is increased risk 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 protection devices, ski, snowshoes, bindings, skis, poles, helmets, goggles, and harness, whether or not they are provided by CMH, supplied by third parties, or brought by CMH, by myself or 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 risk of using aircraft, motor coaches, vans, taxis, and other vehicles which may or may not be insured and/or operated by CMH.

I assume and accept all the risks and dangers of helicopter sking and the possibility of personal injury, death, property damage or other loss as stated. I agree that although CMH and the Personnel may take precautions to reduce the risks and increase the safety of helicopter sking and to determine whether a participant is safe to take from the risk of accidents or other injuries before it is skied, it is not possible for CMH or the Personnel to make helicopter sking 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 even if CMH or any of the Personnel are found in law to be negligent or in breach of duty or any other obligation to me in their conduct of any CMH Heli-Ski Trip.

I am aware that the enjoyment and excitement of helicopter sking is defined in part from skiing in known snow on steep untracked slopes and is significantly reduced by the inherent risks of helicopter sking.

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

I confirm that I am of the full age of majority 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 I will be booking on my own, that of my, executor, administrator and successors.

I agree that the CMH Heli-Ski Waiver and the agreements it contains will be governed exclusively 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 initiated in the Province of British Columbia and nowhere else.

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

Signing Date: 12/12/2012

Signature of APPLICANT (checked upon Guide if required)

Print Name of APPLICANT

## Adopt a Signature

You will have to select a personal electronic signature by pressing the "Sign Here" button. A box will appear allowing you to choose a personal electronic signature style, or to draw your signature. You will have to confirm your choice by pressing on the "Adopt & Sign" button.

**Adopt Your Signature**

Confirm your name, initials and signature.

Full Name  Initials

Select Style  Draw

Signature Style

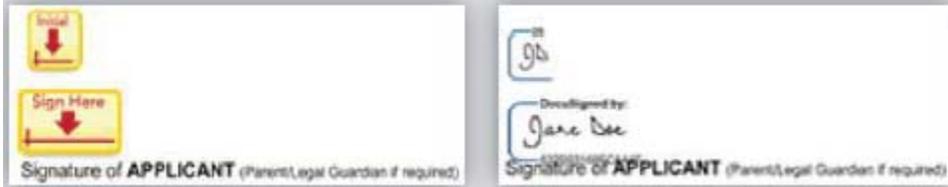
DocuSigned by:  
  
 632f93168fca44f...



[Change Style](#)

## Sign & Initial

After adopting your electronic signature, you will be able to click and sign each field where it is required.



## Confirm Signing

Once all required fields have been completed on the waiver form, the yellow button on the left will change from "Next" to "Confirm Signing".

You will have to press this button to confirm and complete the waiver process.

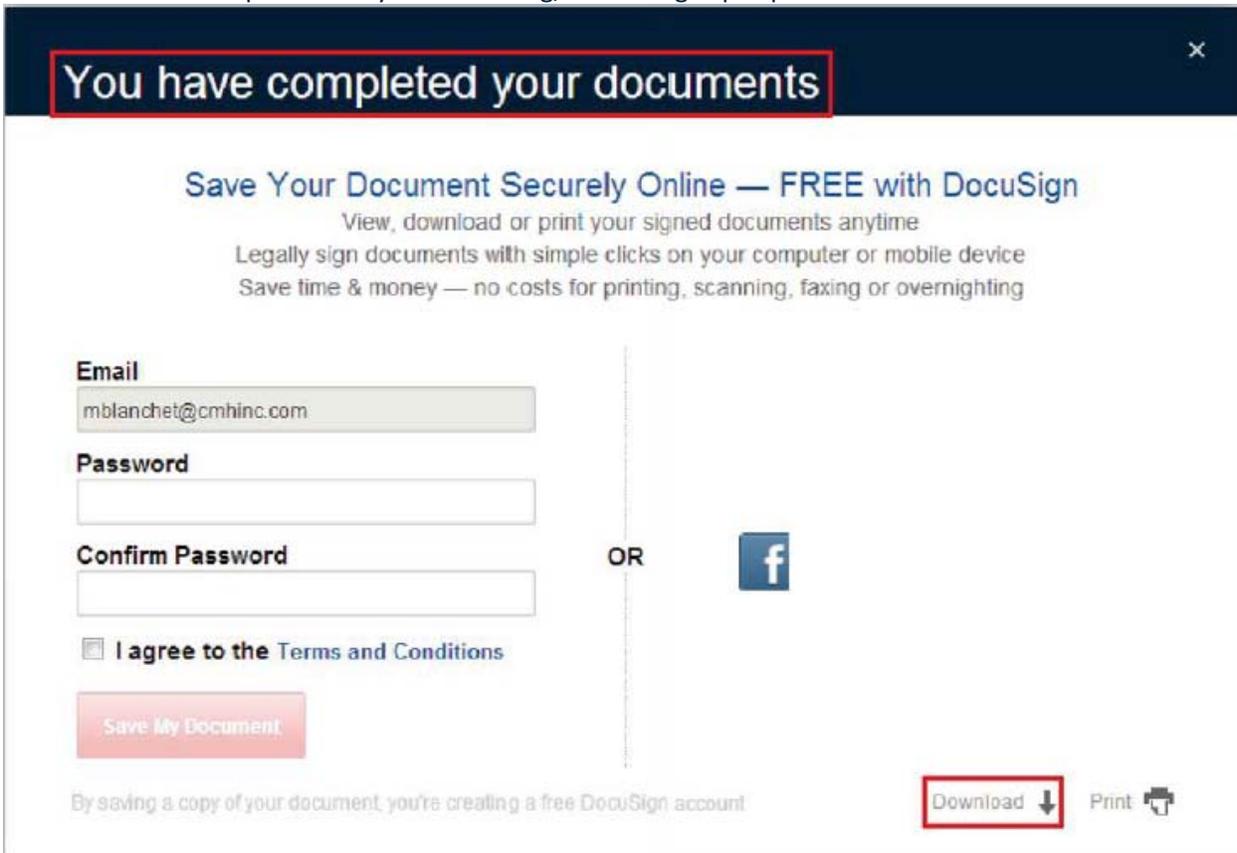


## Waiver Completed

A box will appear to let you know that "you have completed your documents".

This box also gives you the option to download or print your completed waiver form.

You are now one step closer to your heli skiing/heli-hiking trip trip!



## **FAQs**

### **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 both parents with a witness to the signatures. The minor waiver can be accessed [here](#)

### **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.

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.

For waiver inquiries please call 1800-661-0252 or email [waivers@cmhinc.com](mailto:waivers@cmhinc.com)