

Guest Name: _____

Tel: _____

E-Mail: _____ Emergency Contact: _____

The undersigned understands and agrees that Skydine Events Ltd. and its employees and contractors may photograph, film and/or otherwise record and/or reproduce the undersigned's likeness and/or voice for publicity purposes (the "Reproductions"). The undersigned declares that he/she does not object to the use of his/her video or pictures taken during the event for publicity purposes by Skydine Events Ltd. The undersigned agrees that Skydine Events' Ltd. or its designate will own all worldwide right, title and interest in and to the Reproductions and the undersigned irrevocably grants to Skydine Events Ltd. the right to use the Reproductions in any and all manner and media, now known or unknown, throughout the world in perpetuity at any time. The Reproductions may be edited in Skydine Events Ltd.'s sole discretion and may be used with or without the undersigned's name associated with them.

By checking this box, I give authorization to Dinner in the Sky and WESTCOAST Sightseeing to send me information on contests, activities, and attraction discounts, in the future.

Guest signature

Date

DECLARATION OF EXEMPTION FROM LIABILITY

Before taking part in DINNER IN THE SKY, the undersigned declares:

1. MEDICAL DECLARATION:

The undersigned declares to be in good health and not to have or have had any medical problems whatsoever (heart condition, high blood pressure, back trouble, prostheses, severe dizziness, etc.) that might endanger safely taking part in Dinner in the Sky. Moreover, he/she declares not to be under the influence of any medication, alcohol, drugs or anything of the kind that might affect his/her comprehension. Hereby the participant declares to be at least 19 years of age. Participant younger than 18 years of age declares to have a parental agreement for participation in the attraction.

2. WAIVER AND RELEASE:

The undersigned represents that he/she is aware that participating in Dinner in the Sky involves many inherent risks, dangers and hazards. The undersigned declares that he/she will take part in Dinner in the Sky only at his/her own risk and that he/she, when taking part in Dinner in the Sky, takes part in all activities at his/her own risk.

For the purposes of this Agreement, taking part in Dinner in the Sky includes, but is not limited to, parking in the parking lot, attending the reception, pre-boarding and boarding activities, being attached via safety harness to a seat, being lifted via crane into the air, dining in the air, being returned to the ground following dinner, and any other activity that is incidental to Dinner in the Sky.

The undersigned freely and fully accepts and assumes all risks associated with taking part in Dinner in the Sky including the possibility of personal injury, disability, paralysis, death, property damage or loss resulting therefrom.

The undersigned agrees to waive any and all claims that he/she has or may have in the future against Skydine Events Ltd. and its insurers, employees, officers, directors, contractors, subcontractors and associates (the "Releasees"), and to Release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that the undersigned may suffer or that the undersigned's next of kin may suffer, as a result of the undersigned's participation in Dinner in the Sky due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty or care owed under the *Occupiers Liability Act*, R.S.B.C. 1996 C. 337 on the part of the Releasees, and further including the failure of the Releasees to take reasonable steps to safeguard or protect the undersigned from the risks, dangers and hazards of participating in Dinner in the Sky.

dinner in the sky[®] canada

The undersigned expressly agrees to indemnify and hold the Releasees harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by him/her. This Agreement will be effective and binding upon the undersigned' heirs, next of kin, executors, administrators, assigns and representatives, in the event of his/her death or incapacity.

The undersigned understands and acknowledges that taking part in Dinner in the Sky involves the risk of serious injury, including, without limitation, permanent disability and death, and injuries due to over-exertion, negligence of other participants, improper use of equipment, or damaged or improperly installed equipment.

The undersigned agrees to be solely responsible for his/her own safety and wellbeing. The undersigned agrees to comply with all rules imposed by the Releasees regarding the use of the Dinner in the Sky facility and equipment. The undersigned agrees to conduct him/herself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

The undersigned understands and agrees that the Releasees are not responsible for property that is dropped, lost, stolen, damaged, or improperly installed or maintained while in, on, or about the premises.

The undersigned further releases the Releasees from and against any and all claims which the undersigned has or may have, whether known or unknown, for invasion of privacy, misappropriation of personality, defamation or any other cause of action arising out of the use of the Reproductions, provided that such use is connected to the business interests of the Releasees, including but not limited to, all marketing and promotional activities of the Releasees.

3. VOLUNTARY PARTICIPATION:

The undersigned declares to understand what the above-mentioned attraction implies. The undersigned agrees that the registration fee will not be refunded if he/she, after having been registered, should decide not to take part in the attraction. The undersigned declares to have read and understood this declaration completely and thereupon to have signed for acceptance by his/her own free will.

4. JURISDICTION

This Agreement and any rights, duties and obligations as between the parties to this Agreement will be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction and that any litigation involving the parties to this Agreement will be brought solely within the Province of British Columbia and will be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

5. ACKNOWLEDGEMENT

In entering into this Agreement, the undersigned is not relying on any oral or written representations or statements made by the Releasees with respect to safety of participating in Dinner in the Sky, other than what is set forth in this Agreement. The undersigned confirms that he/she has read and understood this Agreement prior to signing it, and he/she is aware that by signing this Agreement he/she is waiving certain legal rights which he/she or his/her heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

I have read and approved the contents of this waiver and agree to abide by the guidelines and listen to the Skydine Events Team.

Participant's signature

Date

Guardian Signature (under the age of 18 Requires an adult signature)