

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release of Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF CLIENT

Name	Last	First	Initial
Address	Street		
	City	Prov/State	Country
Email Address			
Date of Birth	Year	Month	Day
Telephone	Home	Office	Mobile
Trip date	Year	Month	Day

TO: FANTASTIC ASIA LTD., HELICOPTER WING OF KYRGYZSTAN AIR FORCES., MINISTRY OF EMERGENCY., THE PRESIDENT OF KYRGYZ REPUBLIC; and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred as "The Releasees")

WILDERNESS ACITIVITIES

In this Release Agreement, the term "**wilderness activities**" shall include but not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding, hiking, touring, mountaineering, rock climbing, ice climbing, expeditions, trekking, glacier travel, helicopter skiing and snowboarding, snowcat skiing and snowboarding, snowmobiling, snowshoeing, sightseeing and ski touring, including, but not limited to: orientation and instructional sessions; guided activities; transportation to and from areas used for wilderness activities; accommodation: loading, unloading and travel in or movement around helicopters, snowcats, and other vehicles; and all activities in the alpine area.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

NOTICE TO SNOWBOARDERS AND TELEMARK SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche. The use of a safety strap or retention device by snowboarders or telemark skiers without ski brakes will also increase the risk of not surviving an avalanche.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

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ASSUMPTION OF RISKS-AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER

I am aware that participation in wilderness activities involves many risks, dangers and hazards. Avalanches occur frequently in the alpine terrain used for wilderness activities and may be caused by natural forces or by person travelling through terrain. I am aware that the Releasees their staff may fail to predict whether the alpine terrain is safe for wilderness activities or whether an avalanche may occur. The alpine terrain used for wilderness activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks; boulders; forest dead fall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; effects of high altitude including pulmonary edema and cerebral edema, equipment failure, encounters with dangerous or poisonous flora and fauna, crevasses; snowcat roads and road banks, fences, and other man-made structures; impact or collision with other skiers, snowboarders, snowmobiles, persons or objects; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASOBABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the alpine terrain is difficult and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning. Disease may arise from the increased difficulty in maintaining personal hygiene.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Release Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **the Releasees** and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in wilderness activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Kyrgyz Republic and no other jurisdiction;

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Kyrgyz Republic and shall be within the exclusive jurisdiction of the Courts of the Kyrgyz Republic.

In entering into this Release Agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of wilderness activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Witness signature	Signature of client
Please print name	Please print name
Date	Signature of parent or Guardian if under age 18

MEDICAL INFORMATION FORM

Name	<small>Last</small>	<small>First</small>	<small>Middle</small>	<small>Initial</small>
Date of Birth	<small>Year</small>	<small>Month</small>	<small>Day</small>	<small>Age</small>

EMERGENCY CONTACT

Name				<small>Relationship</small>
Telephone	<small>Home</small>	<small>Office</small>	<small>Mobile</small>	<small>Mobile 2</small>

MEDICAL INFORMATION

ALLERGIES		
MEDICATIONS		
MEDICAL CONDITIONS		
FAMILY DOCTOR		<small>PHONE</small>
MEDICAL INSURANCE NUMBER AND CARRIER		
IS THERE ANY OTHER HEALTH OR MEDICAL INFORMATION YOU WANT US TO KNOW ABOUT		