



CONSENT TO BE REVIEWED AND RELEASE OF LIABILITY

For and in exchange of the sum of ten dollars (\$10.00) and the mutual covenants given herein, each of the Heli-Ski US Association, Inc. and the Applicant (as defined herein) agree as follows:

1. Parties & Additional Beneficiaries Under this Agreement:
 - a. The Heli-Ski US Association, Inc. (“HSUS”) is a Utah not for profit corporation which functions as an industry trade association promoting helicopter skiing in the United States. HSUS is a “Party” to this Consent to Be Reviewed and Release of Liability (the “Agreement”).
 - b. The members of HSUS (“Members”) are independent helicopter skiing outfitters operating in the United States. The Members are intended beneficiaries of certain protections given herein.
 - c. The Applicant is a helicopter skiing outfitter operating in the United States and is seeking to become a Member. The Applicant is a Party to this Agreement.
 - d. The Reviewing Parties are persons associated with the Members (sometimes, but not always owners or officers of a Member) and appointed by HSUS to conduct a review of the Applicant’s operations so as to allow them to make a recommendation to the Members concerning admission of the Applicant to HSUS. The Reviewing Parties are intended beneficiaries of certain protections given herein.

2. Review of Operations and Business Practices: The Applicant is making application to become a Member of HSUS. The Applicant acknowledges that:
 - a. It has become a Prospective Operator Member of HSUS and is seeking to become an Outfitter (full) Member of HSUS. Its admission to HSUS is predicated on an affirmative vote by not less than two-thirds of the Members following a review of the Applicant’s field operations (“Operations Review”) and its business practices (“Business Practices Review”) (together the “Review Process”).
 - b. The Operations Review will be conducted by the Reviewing Parties and will be based upon the overall safety of Applicant’s operations and conformance by the

- Applicant with the requirements set forth in the Helicopter Skiing Operating Procedures (HSOG). The Applicant will receive a copy of the HSOG upon executing a returning a copy of this Agreement.
- c. As part of the Operations Review, one or more of the Reviewing Parties will visit the Applicant's operations site(s) to conduct an audit of its compliance with the HSOG. The Applicant will be required to pay the reasonable expenses that the Reviewing Parties incur in conducting the audit (the "Review Fee"). Prior to the audit, the Applicant will be required to certify, in writing, that it reasonably believes its operations comply with the requirements of the HSOG program and shall make a deposit of \$2,000 to HSUS as the estimated amount of the Review Fee. The Applicant will be allowed up to two years to prepare for the Audit. During that period, the Applicant must maintain its Prospective Operator Member status. Any excess from the Review Fee will be credited toward the Prospective Operator's initiation payment (see section g, below).
 - d. The Business Practices review is intended to determine whether the Applicant conducts its affairs in a responsible and ethical manner. The Business Practices Review may include, but is not necessarily limited to review of the Applicant's compliance with applicable laws, regulations and permit terms, appropriate policies and conduct with respect to environmental and wildlife concerns and fair and ethical conduct toward customers, contractors, regulatory agencies and competitors.
 - e. It will be necessary for the Applicant to fully cooperate with the Reviewing Parties as they conduct the Review Process and such cooperation will require opportunities to interview certain of the Applicant's employees. Except as limited by paragraphs 3 and 4 of this Consent to be Reviewed and Release, the Applicant will be required to provide the Reviewing Parties with documentation concerning its operations and business practices.
 - f. The Applicant will provide at least 2 days of participation in helicopter skiing activities to the Reviewing Parties for observation and audit purposes without charge and by payment of the Review Fee shall reimburse HSUS for all travel, accommodation and other expenses related to the Review Process. The Reviewing Parties will execute the Applicant's standard form of customer release prior to participating in helicopter skiing activities.
 - g. Upon successful completion of the Review Process and being invited to join HSUS as an Outfitter Member, the Applicant will be required to make a one-time initiation payment of \$_____ and to pay annual dues (presently \$_____) as conditions of becoming a Member.
 - h. Neither HSUS nor any of its Members has made any representation or promise to the Applicant concerning the outcome of the Review Process or the likelihood that it will be accepted as a Member of HSUS. The Applicant understands that it will not be permitted to advertise or promote its status as a Prospective Operator Member of the organization.

3. Documents Exchanged by the Parties:

- a. The Applicant acknowledges that the HSOG program document and the content thereof shall remain the exclusive property of HSUS. The Applicant shall not use the HSOG document for any purpose except to prepare for the Operations Review and to bring its operations into conformity with the requirements therein. Without limitation, except upon actual admission of the Applicant to HSUS, the Applicant may not make public reference to the HSOG program and/or its compliance with its requirements. In the event that the Applicant does not successfully complete the Review Process within two years or it chooses not to be reviewed, the Applicant shall deliver all copies of the HSOG document to HSUS.
- b. HSUS shall use the information contained in documents provided by the Applicant solely for the purposes of determining whether the Applicant should be made a Member. The foregoing notwithstanding, HSUS does not seek and will not accept any documents or other information which constitute trade secret or business confidential information and the Applicant is directed that it shall not provide same to HSUS or the Reviewing Parties.

4. Compliance with Other Laws: It is the policy of HSUS that it will comply with all laws applicable to the organization. Without limitation, this includes all applicable state and federal laws governing anti-competitive practices and restraint of trade. Accordingly, HSUS does not seek and will not accept any document containing information concerning pricing of services offered to the public by the Applicant and, further, will not accept any document which might be deemed an offer or agreement to restrain trade, limit service offerings, divide markets or fix prices. The Applicant acknowledges that, with respect to the Business Practices Review, HSUS does not seek to set policy with regard to the Applicant's customer relations or service offerings, but rather to assure that such policies are adequately explained to customers prior to commitment of non-refundable deposits.

5. Release and Waiver of Claims: For and in exchange of HSUS' agreement to consider Applicant as a potential Member and its agreement to conduct the Review Process, the Applicant does hereby agree to forever release, waive and disclaim any and all claims which it may now have or which may later accrue against HSUS, its Members and/or the Reviewing Parties as a consequence of or in relation to the Review Process, any vote by the Members concerning the Applicant's application for membership, the Applicant's use or misuse of the HSOG program and/or HSUS' handling or use of information and/or documents provided in the Review Process, excepting only the intentional misuse of such documents or information. In addition, the Applicant shall forever indemnify, protect and hold harmless HSUS and its Members against all claims which may be asserted by its shareholders, officers, employees, contractors, employees or customers which in any way relate to or grow out of the Review Process, any vote by the Members concerning the Applicant's application for membership, the Applicant's use or misuse of the HSOG program and/or HSUS' handling or use of information and/or documents provided in the Review Process, excepting only the intentional misuse of such documents or information.

6. Miscellaneous.

- a. Termination, Continuing Obligations. Upon written notice to the other, either party to this agreement may terminate the Review Process at any time, with or without cause. In such event, HSUS shall refund the unused portion of the Review Fee to Applicant. HSUS and the Applicant stipulate that the obligations accruing under paragraphs 3 (Documents Exchanged by the Parties) and 5 (Release and Waiver of Claims) of this Consent to be Reviewed and Release of Liability are deemed continuing and shall survive any termination of the Review Process.
- b. Forum, Choice of Law. The Parties stipulate that this agreement shall be governed by the laws of the State of Utah and that any action to enforce the terms hereof and/or arising under or growing out of the Review Process shall be brought exclusively in the courts of the State of Utah, at Salt Lake City. The Applicant hereby irrevocably consents to the jurisdiction of the Courts of the State of Utah for the purposes hereof.
- c. Application Invitation, Entire Agreement. **On or about _____, 2013,** HSUS forwarded a letter (the Invitation Letter) to Applicant setting forth the terms under which it would be considered for membership in HSUS. Except where the terms of the Invitation Letter are inconsistent with this Agreement, it shall be deemed to supplement the terms of this Consent to Be Reviewed and Release of Liability. Together this Consent to Be Reviewed and Release of Liability and the Invitation Letter constitute the entire agreement of the parties on the subjects described therein and there are no other or different agreements between the parties.
- d. No Third Party Beneficiaries. Except as to the releases and indemnification rights granted to the Reviewing Parties and the Members, there are no intended third party beneficiaries of this Consent to Be Reviewed and Release of Liability and no person or entity not a party to this Agreement may make any claim hereunder.
- e. Modification. This Consent to Be Reviewed and Release of Liability may only be modified by a written agreement signed by an authorized representative of each party.

Heli-Ski US Association

[Applicant Company Name]

Kevin Quinn
President

[Name of applicant officer signing]
[Title: President or Vice president]

Date:

Date: