



The most trusted name in backcountry safety.™

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT FOR BCA COMPRESSED AIR CYLINDER REFILLS (“RELEASE”)

Shop: _____ (“Shop”) Technician Name: _____
Date of Refill: _____ Cylinder Head Serial Number/Date Code: _____ Filled Pressure: _____

IMPORTANT! This is a legal document. Please read it carefully and understand its contents before signing.

- 1) I understand and agree that this Release shall cover the refilling of Backcountry Access, Inc. (“BCA”) Compressed Air Cylinders, which are used with BCA Float Airbag Systems. (read and initial) _____
2) I confirm that I fully understand how to use BCA Float Airbag Systems and further understand that the systems are designed to inflate by pulling their trigger handles. I agree to perform a full system check of my BCA Float Airbag System before every backcountry outing. (read and initial) _____
3) I understand and agree that it is my responsibility to check the pressure gauge of my BCA Compressed Air Cylinder fourteen (14) days after the cylinder is refilled and in addition, prior to every use, verify that the gauge reads between 2500psi to 3000psi for 1.0 cylinders or 2800psi to 3300psi for 2.0 cylinders at room temperature.(read and initial) _____
4) I understand and agree that a BCA Float Airbag System, even when properly deployed and inflated, cannot prevent burial or reduce burial depth in all cases, which may lead to injury or death, and that burial in an avalanche is an inherent risk of travel in areas, terrain, or conditions that could be subject to avalanches. (read and initial) _____
5) I authorize the above-named Shop to perform such work that is necessary to properly fill, test, service, or repair my BCA Compressed Air Cylinder. (read and initial) _____
6) I accept the BCA Compressed Air Cylinder “AS IS” and with no warranties, express or implied, beyond those contained in this Release and in the manufacturer’s written limited warranty, if any. (read and initial) _____
7) To the fullest extent allowed by law, I hereby agree to forever release, hold harmless, defend and indemnify the above-referenced Shop and BCA, as well as their owners, agents, employees, and affiliated companies (collectively “Releases”), from any and all responsibility, legal liability or costs or expenses (including attorneys’ fees and expenses) that I or my minor child(ren) have or may in the future have against the Releases related to any and all loss, damage, expense or injury, including death, that I or my minor child(ren) may suffer, resulting from or arising out of any aspect of my or my minor child(ren)’s use of the BCA Compressed Air Cylinder(s), due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, with respect to refilling, testing, servicing, or repairing the BCA Compressed Air Cylinder or with respect to the Releases’ failure to provide adequate warnings, directions, or instructions as to the proper use of the BCA Compressed Air Cylinder or the risks, dangers, and hazards of avalanches. (read and initial) _____
8) I understand and agree that this Release is a legally binding contract which supersedes any other agreements by or between me and the Releases, and which constitutes the final and entire agreement regarding this transaction. This Release is intended to provide a comprehensive release of all legal liability which is binding upon and for the benefit of all Releases, but it is not intended to assert any claims or defenses that are prohibited by law. If any part of this Release is held to be invalid or unenforceable, the remainder shall be given full force and effect. The specified legal rights of the parties may vary among different states and provinces. (read and initial) _____

By signing below, I confirm that I have read this Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement for BCA Compressed Air Cylinder Refills and I am aware that I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releases.

Signature _____ Address _____ Witness Signature _____
Printed Name _____ Printed Name _____

For Minors: I verify that I am the parent or legal guardian of the minor(s) listed below and have the authority to enter into this agreement on behalf of the minor(s), and on his/her/their behalf, I agree to be bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement for BCA Compressed Air Cylinder Refills.

Printed Name of Minor _____ Address _____ Witness Signature _____
Date of Birth _____ Printed Name _____
Parent/Guardian Signature _____
Printed Name _____