

SCENIC CAVES NATURE ADVENTURES

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

Name	Last	First	Initial
Address	Street		Apt #
	City		Prov/State Code/Zip
Birthdate	Year	Month	Day
			Age
			Male/Female
Phone #:			

TO: 636697 ONTARIO LIMITED, carrying on business as SCENIC CAVES NATURE ADVENTURES (the "OPERATOR"), and its directors, officers and employees, and all tour operators and organizers who use the facilities of the Operator or who provide or make facilities, premises or services available to or for the Operator, and all of their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES")

DEFINITIONS:

1. In this Agreement, the term "Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored, permitted or authorized by the Operator, including but not limited to the use of ziplines, including riding, embarking and disembarking ziplines, the use of suspension bridges, walking, hiking, tours, sightseeing, travel to and from the trail head, marshalling, outfitting areas, backcountry travel, orientation, instructional courses, seminars and sessions, and other such activities, events and services in any way connected with or related to the Operator.

ACKNOWLEDGMENT - SAFETY

2. I acknowledge that I am required to wear an approved helmet and other safety equipment while participating in certain Activities. I am aware that there are guides or instructors available to answer any questions that I may have as to the proper use of the equipment. I am aware that the physical exertion required of Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Activities.

INITIAL

ASSUMPTION OF RISK

3. I am aware that participation in Activities involves many risks, dangers and hazards including, but not limited to: riding, embarking and disembarking ziplines; changing weather conditions; changes or variations in the surface or subsurface; exposed rock, earth, and other natural objects; changes or variations in the terrain including holes, depressions, loose gravel, rocks, mud, creeks; difficult terrain including streams, creeks, cliffs, crevasses, trees, tree wells, tree stumps and forest deadfall; collision with trees, fences, vehicles, equipment or other natural or man-made structures; collision with other participants, guides or spectators; the failure to remain within designated areas; encounters with wildlife; becoming lost or separated from the guides, instructors or other participants; negligence of other participants or guides; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the facilities where the Activities take place and may be uncontrolled, unmarked and not inspected.

4. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.**

RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

5. In consideration of THE RELEASEES accepting my application to participate in the Activities and permitting my use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

(a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have 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 resulting, either directly or indirectly, from either my participation in the Activities or my presence on the premises **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES;**

- (b) **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my participation in the Activities and my use of the premises and facilities;
- (c) This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns and representatives, including in the event of my death or incapacity;
- (d) This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction;
- (e) Any litigation or other legal proceeding or claim involving me and the Releasees shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario; and
- (f) In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Agreement.
- (g) I consent to photographs and video taken of me while I am using the facilities and property owned or leased by the Operator, and to the publication of such photographs and video by the Releasees for advertising, promotional, educational and marketing purposes in all media including internet. I release the Releasees from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise which may occur or be produced in the taking of said picture or video and the publication thereof. I also waive any right that I may have to inspect and/or approve the finished product that may be used in connection therewith or the use to which it may be applied

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

Signature of participant	Witness
Signature of Parent/Guardian (if participant under 18 years)	Please print Witness name clearly
Please print name of Parent/Guardian clearly	Date

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BEFORE A PASS MAY BE ISSUED

PRIVACY NOTICE: Information provided by you is used for the purpose of issuing a pass and to provide you with information by Scenic Caves Nature Adventures. Signing this Agreement conveys a right to Scenic Caves Nature Adventures or its assignees to independently verify information provided by you and to retain the information provided to be used in the event of any litigation associated with the provisions of said services.