

Waiver for Rise and Climb Adventure Course Inc

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

(hereinafter referred to as the "Release Agreement")

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

PLEASE READ CAREFULLY!

Signature: _____

To: **RISE AND CLIMB ADVENTURE COURE INC, TOWN OF CORNWALL** and their directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "the Releasees").

Participant's Name	Last	First	Middle Initial
	Street		Age
Address	City	Prov/State	Postal/Zip
	Email	Weight lb / kg	

DEFINITION

In this Release Agreement the term "**Challenge Course Activities**" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by "the Releasees" and shall include, but is not limited to: use of course elements, zip lines, bridges, nets, swinging logs, climbing walls, climbing logs, swings, ladders, repelling and other such activities, events and services in any way connected with or related to Challenge Course Activities along with all activities associated with Laser Tag.

TOUR DESCRIPTION

For High Ropes and Zip Lines you'll be outfitted with a harness, lanyard system and helmet after which a guide will lead you through a safety orientation session, including participation on a training course. Once complete you'll self-manage your safety lines and those of your dependants on the courses. For Laser Tag specifically, you'll have access & training on laser tag equipment after which you'll play at your own risk on the Laser Tag course.

ASSUMPTION OF RISK

I am aware that participating in Challenge Course Activities involves many risks, dangers and hazards including but not limited to: high rope elements, changing weather conditions causing the challenge course to become slippery; equipment failure; failure to properly adjust or faster equipment; improper use of equipment; falls; over-exertion; fear of heights; impact or collision with poles, other participants or guides; negligence of other participants or guides; **AND NEGLIGENCE ON THE PART OF THE RELEASEES, 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 PARTICIPATING IN CHALLENGE COURSE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Challenge Course Activities, permitting my use of their equipment, parking and other facilities, 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 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, as a result of my participation in Challenge Course Activities, **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 RSPEI 1988, c O-2 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 PARTICIPATING IN THE CHALLENGE COURSE 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 Challenge Course Activities;
 - 3.** This Release Agreement shall be effective and binding upon my heirs, next of kin, dependants, 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 Province of Prince Edward Island and no other jurisdiction; and
 - 5.** Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Prince Edward Island and shall be within with the exclusive jurisdiction of the Courts of the Province of Prince Edward Island.
 - 6.** In entering this Release Agreement I'm not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Challenge Course Activities, other than what is set forth in the Release Agreement.
 - 7. PHOTO/VIDEO RELEASE** – I consent to photos/video taken of me during my participation and to publication of the photos/video by the Operators for advertising and marketing purposes. I release the Operator from any liability by virtue of any alteration or use in composite form, whether intentional or not. I also waive any right that I may have to inspect and/or approve the finished product that may be used or the use to which it may be applied.
- WEIGHT RESTRICTION** Participation in this activity is restricted to persons weighing less than 250 lbs (113 kg).

I have read the Release Agreement above and I agree to be bound to its terms.

Signature of Participant	Signature of Witness	
Date	Please Print Witness' Name Clearly	
Signature of Parent/Guardian if under 18 yrs of age	Witness' City	Prov/State