

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

**BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE. PLEASE READ CAREFULLY!!!**

Initial

TREETOP TREKKING AERIAL COURSES, ZIP LINES AND TREE HOUSE COURSES IN THE FOREST

Date: _____ Location : 5050 Harrison Rd, Binbrook ON, L0R 1C0

First name of participant		Last name	
Address	City		Province
Postal Code	Telephone number	Date of Birth	

Emergency Contact : Name :	Allergies (Life Threatening)
Emergency Contact Phone # :	
Medical Conditions	Medications

TO: TREETOP TREKKING Hamilton INC. and Niagara Peninsula Conservation Authority and their respective affiliates, directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES").

DEFINITIONS

1. The term "Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the RELEASEES and shall include, but is not limited to participating in aerial adventure park courses, zip-lines, "Treewalk Village" tree houses, net ramps and low ropes courses, hiking, observing or otherwise moving on or around the premises of the RELEASEES or any other such activities, events or services in any way connected with or related to the RELEASEES.

SAFETY ACKNOWLEDGMENT

2. I acknowledge that I am required to wear the provided and approved harness and helmet and/or other safety equipment while participating in the Activities. I am aware that there are Guides available to answer any questions I may have about the proper use of the equipment. I am aware that the unusual mental stresses and physical exertion required to participate in the Activities and the forces exerted on the body can activate or aggravate pre-existing mental or physical injuries, conditions or congenital defects. I acknowledge that the level of participation is at all times completely up to me and I am the best and only judge of my degree of ability to participate in the Activities and I am conscious of the risks which I am exposing myself to voluntarily and with full knowledge of the facts.

3. I acknowledge having read the reverse of this document titled "**PARK REGULATIONS**" and I attest that I will attend the Mandatory Safety Orientation and devote my utmost attention to learning and applying all safety requirements and rules for participating in the Activities.

ASSUMPTION OF RISKS

4. I am aware that participation in the Activities involves inherent and unusual risks, dangers and hazards including, but not limited to slips and falls, falls from heights, difficult natural and/or man-made terrain, the use of ladders, adventure courses and zip-lines, impact or collision with trees, platforms or other natural or man-made objects, collision with other participants, guides or spectators, the failure to remain within designated areas, negligence of other participants 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 THE 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 THEREIN.** I am also aware that the risks, dangers and hazards referred to above exist throughout the Park and may be uncontrolled, unmarked and not inspected.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

5. In consideration of the RELEASEES agreeing to my participation in the Activities and permitting my use of their adventure park systems, 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:

- | | |
|---|---------|
| (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, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or in directly as a result of my participation in the Activities and my use of the premises and facilities, 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 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 ACTIVITIES. | Initial |
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- (b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for 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 aerial park, equipment, premises or facilities.
- (c) That this agreement shall be effective and binding upon my heirs, next of kin, administrators, assigns and representatives, in the event of my death or incapacity.
- (d) That this agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties shall be brought within the Province of Ontario, and
- (e) 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING:

- (i) THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE AERIAL PARK, THE EQUIPMENT, THE ACTIVITIES AND THE USE OF THE PREMISES AND FACILITIES;
- (ii) THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE RELEASEES, ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS; AND
- (iii) THAT I WILL INDEMNIFY THE RELEASEES IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.

Signature of Participant	Signature of Parent or Guardian (if participant is under 18 years old)
Signature of TREETOP Witness	THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATION IN THE ACTIVITIES!!!

PARK REGULATIONS

Participants must observe the following points:

1. I must participate in the safety orientation before attempting the aerial courses, zip-lines, or the "Treewalk Village" park.
2. I must remain attached at all times to the lifeline with the provided personal safety system.
3. I must observe the coloured tape attached to the cables.
4. Coloured bracelets are distributed according to the age and the height of each participant. I must wear the bracelet given to me at all times while participating in the Activities and respect the designate return/completion time indicated on my wristband.
5. Children under the age of 15 years must be accompanied by an adult.
6. There must be no more than 2 participants on a platform at a time, and no more than 2 participants on a game at a time.
THERE MUST BE NO MORE THAN 1 PERSON ON OR ATTACHED TO A ZIP-LINE AT A TIME.
7. It is formally forbidden to smoke or drink alcohol anywhere in the Park. Food and drinks are not allowed when participating in activities.
8. It is formally forbidden to participate in the aerial courses, zip-lines, discovery courses or "Treewalk Village" while under the influence of drugs or alcohol.
9. It is forbidden, except with authorization to walk underneath the courses (outside of the trail).
10. Pregnant women, intoxicated persons and individuals with heart conditions should not participate in the Activities.
11. Individuals who are overweight and/or in poor physical condition should be conscious of their well-being while participating in the Activities and should cease participation if necessary.
12. **RAIN CHEQUES** will be provided if the Lead Guide determines that climbing cannot continue.
13. Treetop Trekking Hamilton Inc. and the Guides reserve the right of exclusion, with no other form of warning or reimbursement, of any person who does not respect the Park Regulations. **I must respect any decision of the Park Guides.**
14. **TREEWALK VILLAGE** participants must respect the posted signage, ensure that there are no more than 5 people on a net at any time, only descend from the tree houses by way of the slides or ramps, refrain from climbing the fences, stay on the designated trails, respect the line-up process and not engage in any other types of games (e.g. "tag").

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*We have implemented all means and personnel necessary to ensure your safety, but this also depends on your attitude in regards to respecting the instructions that have been clearly explained.

*It is strongly advised before beginning the Activities that you tie back long hair, wear sport shoes and comfortable clothing. You are in a forest environment. The RELEASEES are not responsible in the case of marks or tears to clothing and shoes sustained in the courses. The RELEASEES reserve the right to interrupt the activities if they judge that the weather conditions demand it (see conditions of exchange at the cash). In case of doubt about any matter, do not hesitate to ask for advice from the Guides.

MEDICAL ACKNOWLEDGMENT

I AM IN GOOD PHYSICAL AND MENTAL HEALTH AND DO NOT SUFFER FROM ANY HANDICAPS OR PHYSICAL CONDITIONS THAT COULD CONSTITUTE A DANGER TO MYSELF OR OTHERS AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES AS SUCH PARTICIPATION WILL PLACE UNUSUAL MENTAL AND PHYSICAL STRESSES ON THE BODY AND IS NOT RECOMMENDED FOR PEOPLE SUFFERING FROM ASTHMA, EPILEPSY, CARDIO/RESPIRATORY DISORDER, HYPERTENSION, SKELETAL, JOINT OR LIGAMENT CONDITIONS, CARDIAC OR PULMONARY CONDITIONS, HIGH BLOOD PRESSURE, NEUROLOGICAL DISORDERS, CRONIC NECK OR BACK PROBLEMS OR A HISTORY OF ANEURYSMS.

PROMOTIONAL MATERIAL – I acknowledge that pictures and/or video may be taken of me by the Releasees while I participate in the Activities. I give my permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made by the Releasees. I agree that the Releasee has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc for the use of such pictures, etc., and hereby release the Releasees and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

I AM _____ YEARS OLD. IF I AM UNDER THE AGE OF 18, I HAVE THE WRITTEN PERMISSION OF MY PARENTS TO PARTICIPATE IN THE ACTIVITIES AND A PARENT OR GUARDIAN HAS SIGNED BELOW.

Signature of participant: _____

Signature of parent or guardian: _____