



Guest Enrollment & Liability Waiver

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!

Initial

TO: ZipZone Adventures Ltd and their directors, officers, employees, agents, guides, independent contractors, subcontractors, suppliers, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "the Releasees").

Name	Last	First	Middle Initial
Address	Street		
	City	Prov./State	Postal/Zip Code
	Phone #:		

DEFINITION

In this Release Agreement the term "Adventure Recreation Activities" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorised by the Releasees and shall include, but is not limited to: use of ziplines; platforms; ladders; tours, hiking; all travel either within or beyond the designated boundaries, including the backcountry and on logging roads and trails; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to Adventure Recreation Activities.

TOUR DESCRIPTION:

You will be outfitted with a harness and our guides will lead you through a safety orientation and training, including participation on training apparatus. You then begin your tour on pathways and various above ground platforms and ziplines. You will be supervised directly and indirectly by our guides.

ASSUMPTION OF RISKS

I am aware that participating in Adventure Recreation Activities involves many inherent risks, dangers and hazards including but not limited to: exposed rock, earth, ice or other natural objects; trees, forest deadfall, variable and difficult weather conditions; travel on back-country roads; extreme and rapidly changing weather conditions; encounter with wildlife including bears; negligence of other participants and other persons; hiking on rough and uneven terrain; changing weather conditions which may cause the tree top trails, suspension bridges, canopy walkways and ziplines to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; falls; over-exertion; fear of heights; failure to remain within designated areas; impact or collision with trees, 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 ADVENTURE RECREATION ACTIVITIES REFERRED TO ABOVE. 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.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Adventure Recreation Activities and permitting my use of their services, 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 Adventure Recreation 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, R.S.B.C. 1996. C. 337 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 ADVENTURE RECREATION ACTIVITIES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Adventure Recreation Activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release 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 British Columbia and no other jurisdiction; and

5. If I am signing this Release Agreement on behalf of any person under the age of 19 years I accept all responsibility for, and agree to hold harmless and indemnify the Releasees from and against, any and all claims from such person.

6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Adventure Recreation Activities, other than what is set forth in this Release Agreement.

Privacy Policy

ZipZone Adventures Ltd collects and uses personal information (first and last name, physical address, phone number, age and weight) to meet legal and insurance requirements for operating our park activities. We do not sell your information or provide your information to others outside of our organization and its affiliate companies.

Release of Liability, waiver of claims and assumption of risks agreement

Please read the **Release of Liability, waiver of claims and assumption of risks agreement** found on the reverse of this document

BY SIGNING THIS RELEASE I UNDERSTAND AND AGREE:

To be bound by all of ZipZone's registration conditions; To inform ZipZone of medical conditions that might affect my participation; That medical costs arising from participation at ZipZone are my responsibility; To permit the use of video & pictures of my activities for promotional purposes; To familiarize myself with ZipZone's activity guidelines;

I confirm that I have read and understood the Release Agreement prior to signing it, and I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

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

Signature of Participant
Date
Signature of Parent/Guardian if under 19 years of age

Witness
Print Witness Name Clearly

Age and Weight

Participation in the Adventure Activities is restricted to weight between approximately 60lbs (27kg) & 275lbs (125kg).

Please indicate your age _____ and weight _____ (lbs/kg)