

Laurentian University Outdoor Centre Challenge Course

**RELEASE OF LIABILITY, WAIVER OF CLAIMS. AND ASSUMPTION OF RISKS AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT
TO CLAIM COMPENSATION OR SUE SHOULD YOU BE INJURED.
PLEASE READ CAREFULLY!**

TO: LAURENTIAN UNIVERSITY and its directors, officers, shareholders, employees, guides, instructors, agents, representatives, contractors, subcontractors, successors and assigns (hereinafter collectively referred to as "THE RELEASEES"),

DEFINITION - 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 high ropes, low ropes, field games, 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.

ACKNOWLEDGEMENT - SAFETY

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 physical exertion required to participate in the Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that the level of participation is at all times completely up to the individual 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

ASSUMPTION OF RISKS – I am aware that participation in the Activities involves inherent 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, challenge course, 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 - In consideration of the RELEASEES allowing me to participate in the Activities and permitting my use of their equipment, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE 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 as a result of my participation in the 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 INCLUDING THE FAILURE OF THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISK, DANGERS AND HAZARDS 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 the Activities.
3. The 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 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.
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.

Signature of Participant _____ Date: _____

Signature of Parent or Guardian _____ Date: _____

(If participant is under 18 years old)

Signature of Employee Witness _____ Date: _____