

**BOLER MOUNTAIN TREETOP ADVENTURE PARK
RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.**

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

INITIAL

Name	Last 	First 	Phone
Address	Street 		
	City 	E-mail 	Birth date / /
	Postal Code 	Emergency Contact: 	Phone
	Medical Condition which may impact my ability to take part in activities (see below)	List: 	
		None (initial)	

TO: Boler Mountain and their directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the **"Releasees"**).

ASSUMPTION OF RISKS

I am aware that the activities at the **TREETOP ADVENTURE PARK** involve risks and dangers that may cause serious injury and even death, and loss or damage to personal property. These risks are inherent in the activities and cannot be eliminated without altering their character and value. The risks include, among others, the following: moving about the premises, including terrain issues; negligence on the part of myself and/or other participants; negligence of the Treetop Adventure Park and its staff, including the improper use of safety equipment; failure to properly adjust or fasten equipment, the breakage and failure of equipment and structures, including but not limited to harnesses, lanyards, carabiners, pulleys, cables, platforms, ladders, and trees; changing weather conditions, including lightning, wind and other weather-related events; falling trees, branches, and other objects; collision with trees, platforms, cables, or other participants, over exertion, together with other risks which may be encountered 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 REFERRED TO ABOVE.**

The Activities are designed for use by participants of average strength, mobility and fitness who are in good health. Several medical conditions, including but not limited to obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, or joint and muscular-skeletal problems may impair the safety and well being of participants as may other medical, physical, psychological or psychiatric problems. All such medical conditions may increase the risk of participating in the activities and cause the participant to be a danger to themselves or others. Participants with underlying medical, physical, psychological or psychiatric conditions must evaluate their condition and their ability before choosing to participate in the activities. All Participants must inform Boler Mountain in writing of any such medical, physical, psychological or psychiatric conditions before participating in any Activities. The Releasees reserve the right to prevent any person, for medical or safety reasons, from participating in the Activities at any time.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY USE OF THE TREETOP ADVENTURE PARK AND 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 permitting my use of the **TREETOP ADVENTURE PARK** and other facilities at Boler Mountain (hereinafter referred to as "the Treetop Facilities"), 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 resulting from either my use of or my presence on the Treetop 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 UNDER THE OCCUPIERS LIABILITY ACT, RSO 1990, c.02 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the Treetop Facilities.
3. This 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; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the Treetop Facilities other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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.

Signed this _____ day of _____, 20__	Signature of Participant
Signature of witness – Boler Staff Member	Please print name clearly
Please print witness name clearly	Signature of parent or Guardian if applicant is under 18 years

BOLER MOUNTAIN TREETOP ADVENTURE PARK

Name: Last [] First []

Please confirm that you have read and agreed to all the following by initialing the boxes to the right. If the participant is younger than 18, a parent or guardian will have to initial as well as participant. The undersigned participant declares that:

- 1. **I am in good physical and mental health**, and I have no handicap that may create a danger inherent to participation and I accept to participate of my own free will. _____ **Initial**
- 2. **I have consulted a member of the Treetop Adventure Park personnel** and have disclosed any physical or psychological conditions that may limit me during this activity. These conditions include but are not limited to: asthma, epilepsy, heart trouble, mobility limitations, deafness, vision problems, hemophilia, allergies, dizzy or fainting spells, arthritis and psychiatric problems. After this consultation, I accept any and all additional risks that could potentially aggravate my present health condition. _____
- 3. **I will follow and comply with all instructions given by Treetop Adventure Park personnel**, its guides, instructors or any other of its employees. I will at all times wear and use the safety equipment provided by Treetop Adventure Park properly. I will actively participate in risk management by adopting a preventive behavior with regards to my own safety and the safety of all other people around me. _____
- 4. **I am aware that the guides reserve the right to exclude any person** that he or she deems a risk to his or herself or the rest of the group. I understand that it is possible that I may be asked to leave the Boler Mountain premises for any reason whatsoever *WITHOUT REIMBURSEMENT*. Furthermore, I am aware that **any drug or alcohol use before or during this activity is strictly forbidden** and that I may be expelled from this activity if I am thought to be intoxicated. _____
- 5. **IMAGE RELEASE** _____

I understand that while on Boler Mountain property Boler Mountain may be taking pictures, videos and security video.

A). I grant full permission to Boler to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities for any legitimate commercial or promotional purpose in perpetuity, and I understand that I shall not be entitled to any compensation therefore.

B). I hereby grant permission to Boler to film, videotape and record my performance as it relates to being on the property and subsequently to telecast and otherwise utilize the same in whatever manner Boler shall deem appropriate. Such permission shall include the unlimited right to appropriate use by Boler of my image, likeness, voice and in connection with being on Boler Mountain property. I acknowledge that Boler and their representatives shall have the unlimited worldwide right to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the activities in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now know or hereinafter devised in perpetuity without compensation to me or my heirs and assigns. In consideration and in return for being allowed to participate on Boler Mountain property.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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 BOLER.

CONFIRMATION OF INFORMATION AND ACCEPTANCE OF RISK AND PHOTO RELEASE
I confirm that the information provided is accurate to the best of my knowledge. I certify that I have not deliberately withheld information that is pertinent to my health. I understand that the information provided is confidential and is aimed at better planning and organizing my safety around the activities for which I will be participating.

Participant's Signature if over 18 years of age otherwise signature of Parent/Guardian

Witness (Staff Signature):