

# PLEASE READ CAREFULLY!

Initial

## 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.

TO: Nanaimo River Excursions Cassidy Ltd. (dba WildPlay Nanaimo), WildPlay Ltd., Ross Benson Adventures Corp, 0750460BC Ltd. and SCS Steel Container Systems Inc. and their directors, officers, employees, agents, independent contractors, subcontractors, suppliers, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "the Releasees").

### DEFINITION:

In this Release Agreement the term "Adventure 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 zip lines, suspended bridges, ladders, rope swings, bungee cords, cable swings and nets; all travel either within or beyond the designated boundaries, including 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 Activities.

### ASSUMPTION OF RISKS

I am aware that participating in Adventure Activities involves many inherent risks, dangers and hazards including but not limited to: exposed and falling rock, earth, ice, trees or other natural objects; travel on back-country roads; negligence of other participants and other persons; hiking on rough and uneven terrain; changing weather conditions which may cause the trails and apparatus and zip lines to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; falls; over-exertion; failure to remain within designated areas; impact or collision with trees, 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 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 Activities and permitting my use of their services, equipment and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 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 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 ACTIVITIES REFERRED TO ABOVE;
- 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 Activities;
- 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;
- 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
- 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 Activities, other than what is set forth in this Release Agreement. I confirm that I have read and understood the Release Agreement above 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Participant	Signature:		Last Name:		Please Print		First Name:		Please Print	
	Street:				City:		Prov/State:		Postal/Zip Code:	
	Age:	Sex:	M/F	Email Address:			Phone Number:		( )	-
Witness Signature:				For participants under the age of 19		Parent/Guardian Signature:				
Witness Name:						Please Print		Parent/Guardian Name:		

Please fill out information on the back side of this page

We will weigh you if weight information is required for the activity. Please read the appropriate activity box/boxes and initial to acknowledge the terms.

### Monkido

#### Here's what happens:

Participants will be fitted into a sit harness by a guide and will then attend a training session. During the training session participants will be shown how to use the Monkido course. Participants must demonstrate the ability to use the equipment and manage risks properly before being allowed to proceed. On the Monkido aerial adventure course, participants must remain attached to a cable at all times and follow the rules of the course. In cases where an adult is required to supervise a child/youth, the supervising adult must watch or participate in the training session and ensure that the child/youth remains attached to a cable at all times and follows the rules of the course.

I understand and agree to the requirements for this activity

### ZOOM Zip Lines - Whistler

#### Here's what happens:

Participants will be fitted into a flying harness and a helmet by a guide and will then attend a demonstration and practice session. During the training session participants will be made aware how to ride properly on the zip lines and will be briefed on rules that affect the safety for this activity. Participants will be transported on rough roads to the start of the first zipline. Participants will be exposed to heights on walkways and platforms. Participants will be attached and removed from the zip lines by guides. Participants must follow the rules and safety procedures and obey the instruction of the guides at all times.

I understand and agree to the requirements for this activity

### Bungy Jump - Nanaimo

#### Here's what happens:

Participants are weighed by staff and then walk up steep stairs to a gated jump station on the bridge over the canyon. They will be attached to a bungee cord chosen for their weight and briefed on how to perform the jump. After jumping, participants are lowered to a floating platform in the river. Participants are then removed from the bungee cord by an assistant at the river level and taken on the float back to the dock before walking up the stairs back to the rim of the canyon.

I understand and agree to the requirements for this activity

Weight: \_\_\_\_\_

### Canyon Zip - Nanaimo

#### Here's what happens:

Participants will be fitted in a harness by a guide and will then attend a demonstration and practice session. During the training session participants will be made aware how to properly ride the Canyon Zip lines and will be briefed on rules affecting the safety for this activity. Participants will be exposed to heights on small platforms. Participants will be attached and removed from the zip lines and safety cables by guides. Participants must follow the rules and safety procedures and obey the instruction of the guides at all times.

I understand and agree to the requirements for this activity

### King Swing - Nanaimo

#### Here's what happens:

Participants are weighed by staff and then walk up steep stairs to a gated station on the bridge over the canyon. Participants are fitted into a modified sit harness as well as a flying harness. As participants are being attached to the swing cable, they are given short instructions about how to swing safely. Participants swing at high speed from the bridge down into the canyon and continue swinging until the boat retrieval catches them. The boat retrieval person will pull the participants into a boat on the river while they are lowered by the jumpmaster from the bridge. After being detached from the swing cables, participants are transported in the boat back to the dock before walking up the stairs back to the rim of the canyon.

I understand and agree to the requirements for this activity

Weight: \_\_\_\_\_

### Privacy Policy:

WildPlay Ltd. and our affiliated companies collect and use personal information (first and last name, physical address, age and weight) to meet legal and insurance requirements for operating our park activities.

Guests providing us with their email addresses allow us to confirm their reservations and create unique guest profiles in our guest database. This allows us to be able to serve our guests more quickly and efficiently when they make future reservations or check-in at our parks. If guests provide us with additional permission, their email address is included in a database of guests seeking periodic communication from WildPlay. Guests can choose to have their email address removed from this database at any time.

WildPlay may use personal information in aggregate provided by our guests (city and age) for marketing and business development purposes.

WildPlay does not sell your information or provide your information to others outside of our organization and its affiliate companies.

**Yes, please send me special offers and WildPlay news by email!**

#### In addition to agreeing to WILDPLAY'S RELEASE, I understand and agree:

To be bound by all of WildPlay's registration conditions;

To familiarize myself with WildPlay's activity safety guidelines;

To inform WildPlay of medical conditions that might affect my participation;

That medical costs arising from participation at WildPlay are my responsibility;

To permit the use of video and pictures of my activities for promotional purposes;

and, TO HAVE A GREAT TIME AT WILDPLAY!