

**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: Westshore Excursions Victoria Ltd. (dba WildPlay Victoria), WildPlay Ltd., West Shore Parks & Recreation Society 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").

<b>Name</b>	Last	First	Middle Initial
	<b>Address</b>		
	Street		
	City	Prov./State	Postal/Zip Code

**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, suspension bridges, tree top trails, canopy walkways and rope swings; climbing nets, and 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 seat 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 through various above ground stations and bridges or walkways suspended by cable systems. 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;

**Both pages of the waiver must be fully filled in and attached together with a staple.**

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. 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.

**AGE RESTRICTION:** Participation in the activity/ties is restricted to age. Please indicate your age \_\_\_\_\_

**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.**

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

Witness
Print Witness Name Clearly

**Additional Information required:**

Phone #: \_\_\_\_\_

**BY SIGNING WILDPLAY'S RELEASE I UNDERSTAND AND AGREE:**  
**To be bound by all of WildPlay's registration conditions;**  
**To familiarize myself with WildPlay's activity 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 & pictures of my activities for promotional purposes;**  
**and,**  
**TO HAVE A GREAT TIME AT WILDPLAY!**

**Privacy Policy:**

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

WildPlay also uses the personal information provided by our guests (city and age) for marketing and business development purposes. If guests choose to provide us with their email address, it is included in a database of guests seeking regular communication from WildPlay. Guests can choose to have their email address removed from this database at any time.

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

**This section to be completed by WildPlay Staff:**  
 Activity:    Monkido Full    Monkido Kids

