

Long Point Eco Adventures

CANOPY TOURS

1730 FRONT ROAD, R. R. #2 ST. WILLIAMS, ONTARIO, CANADA NOE 1P0



**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

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

INITIAL BOX

Name	LAST		FIRST	
Parent (where < 18)				
Address	STREET AND #		CITY	
	PROVINCE/STATE		PC/ZIP CODE	
Birthday	DAY	MONTH	YEAR	AGE
E-mail				

TO: BAYVIN ECOLOGICAL DEVELOPMENTS INC., and its directors, officers, employees, volunteers, agents, representatives, contractors, successors and assigns (the "RELEASEES") doing and carrying on business as Long Point Eco-Adventures at Norfolk County, Ontario, Canada

ACKNOWLEDGEMENTS

DESCRIPTION OF ACTIVITIES:

1. Long Point Eco-Adventures Canopy Tour activities provide opportunities for adventure recreation and environmental education. The Canopy Tour includes Zip lines, Sky bridges, Nature Hikes, Obstacles, and all other related activities that might take place. Zip lines are high cable traverses using safety harnesses and associated hardware. Participants zip through the upper forest canopy and are challenged with the difficulties of stepping off a high platform, confronting a fear of heights, and the risks of accepting these and other new challenges. Sky bridges are walkways high in the forest canopy consisting of planking supported by steel cables and cable handrails. Obstacles include incline bridges and a rappel. Participants wear safety harnesses clipped into overhead steel cables with attached safety lanyards. Tour groups will generally be limited to 8 participants accompanied by two guides and taking approximately 2 ½ hours. The tour through the forest canopy will be led by two guides trained to lead participants towards their desired recreational and educational outcomes. All equipment will be fitted and checked by the staff. Progress throughout the tour will be closely monitored by the guides, and all equipment transfers will be performed by guides. Participants must be reasonably fit and able to control the speed of their travel along the zip lines by grasping the cable with leather gloves. Each participant may also be required upon occasion to pull him/herself along a stretch of cable if they lose momentum before reaching any given landing platform (guides may assist with this process). The Tour also includes three hikes on uneven terrain, walkways and stairways in steep-sloped areas. Participants must be physically able to complete these hikes.

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MEDICAL CONCERNS

2. The Canopy Tour is designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and well being of participants on the course as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a Canopy Tour must carefully consider those risks before choosing to participate, and they must fully inform tour staff, in writing, prior to the beginning of the tour. The **RELEASEES** reserve the right to exclude any applicant from participation, for medical, safety, or other reasons.

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INHERENT AND OTHER RISKS

3. Serious injuries are uncommon in Canopy Tours, but the risk of injury or death certainly exists, by reason of falls, contact with other participants and fixed objects, moving about or being transported on the grounds on which the activities are initiated and conducted. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma such as fear of heights. The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The property on which the tour is located includes hilly, rocky, and wooded terrain, cliffs, ravines, creek beds, and a river with potential harmful plants and animals and insects which may bite or sting. Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of staff or participants including breach of contract and breach of any statutory duty including breaches of the Occupier's Liability Act, or otherwise and may occur in spite of the reasonable efforts of staff to prevent them. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

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CURRENT PHYSICAL CONDITION

4. I am not pregnant. I am physically able to safely complete the Canopy Tour. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have freely chosen to participate in spite of the risks

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NO DRUGS, ALCOHOL OR SMOKING:

5. I am not currently under the influence of alcohol, illegal drugs, impairing legal drugs, nor prescription drugs which interfere or impair my ability to participate. I am aware that drugs, alcohol or smoking are not permitted on the Canopy Tour at any time.

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PARTICIPANT REFUSAL AND REMOVAL:

6. I understand that The **RELEASEES** may refuse participation at any time in the Canopy Tour to any person that its owners, agents, or employees, representatives deem a hazard to themselves or to others. The **RELEASEES** may alter their published or announced requirements for participation in its Canopy Tour and for use of its property at any time for any reasons that they may deem appropriate.

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ASSUMPTION OF RISKS

7. I am aware that participation in the Canopy Tour involves many risks, dangers and hazards and I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff.

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8. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE CANOPY TOUR AND 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. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN THE CANOPY TOUR.

INITIAL BOX

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

9. In consideration of the **RELEASEES** accepting this application to participate in the Canopy Tour, I, as Participant and, where applicable as the Parent or Guardian of a minor Participant, have contracted for with **RELEASEES** to use the property, building structures, ziplines, suspension bridges, trails, parking and other facilities and participate on the Canopy Tour for good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree:

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a) TO WAIVE ANY AND ALL CLAIMS that I may have or in the future my have against THE **RELEASEES** and hereby release, indemnify, and hold harmless the **RELEASEES**, its owners, directors, officers, agents, representatives, employees, volunteers, contractors, successors and assigns (the "Released Parties") from, and agree not to sue them for any liability for causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my or the minor child's enrolment or participation in the Canopy Tour program. The claims hereby waived, released and indemnified include, among others, claims of other participants and of members of Participant's family and claims of negligence of a released party including any and all liability for any loss, damage, expense or injury including death that I may suffer resulting either directly or indirectly from either my use or the child's use of the facilities and premises due to any cause whatsoever including negligence, breach of contract, breach of statutory duty or other duty of care including duty of care owed under the Occupier's Liability Act, R.S.O. c. O.2 Ontario and amendments thereto on the part of the **RELEASEES** and including any failure on the part of the **RELEASEES** to safeguard or protect me from risks, dangers or hazards of the Canopy Tour or any feature or operation of the Canopy Tour.

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- b) TO HOLD HARMLESS AND INDEMNIFY THE **RELEASEES** for any claims or demands resulting from any property damage or personal injury to any third party which might be made against the **RELEASEES** resulting from my or the child's participation in the Canopy Tour and the use of the premises and facilities.
- (c) To accept responsibility for any expenses that may be incurred for any illness or injury that may result from my or the minor child's enrolment in the Canopy Tour, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that may be sustained through such participation in the Canopy Tour.
- (d) That I am the parent or authorized guardian of the minor child(ren) whose signature(s) appear on this release form. I have discussed the terms of the above Agreement with the child and the child understands the agreement and has freely accepted its terms. I give and have the authority to give the child permission to participate in the Canopy Tour. I fully release the Released Parties from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of the child(ren), for any claim the child(ren) may have.
- (e) That 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.
- (f) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario;
- (g) That any litigation involving the parties to this Agreement shall exclusively be brought within the Province of Ontario; and
- (h) In entering into this Agreement, I am not relying on any oral or written representations of statements by the **RELEASEES** with respect to the safety of the Canopy Tour other than what is set forth in this Agreement.
- (i) That The **RELEASEES** shall have the right to use voice, video or other photographic images of me and the child(ren) for future marketing, educational, or other purpose, and Participant (and Parent) hereby consent to such use, without further consideration or compensation. The **RELEASEES** may use the information I have provided for the purposes of the Canopy Tour and to retain the information provided to be used in the event of any litigation associated with the provision of the Canopy Tour.

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I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING:

- I. THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE EQUIPMENT, THE ACTIVITY THAT I AND ANY CHILD UNDER MY AUTHORITY WILL BE PARTICIPATING IN AND THE USE OF THE PREMISES AND FACILITIES;
- II. THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE **RELEASEES** ON BEHALF OF MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS AND ANY CHILD UNDER MY AUTHORITY;
- III. THAT I WILL INDEMNIFY THE **RELEASEES** IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.

SIGNED AND DATED: _____, 2009.

SIGNATURE OF PARTICIPANT	SIGNATURE OF WITNESS
SIGNATURE OF PARENT/GUARDIAN (if child under 18)	PRINT WITNESS NAME/ADDRESS/PHONE NUMBER

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED AND WITNESSED BEFORE COMMENCING THE CANOPY TOUR