

# SCENIC CAVES NATURE ADVENTURES

**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!**

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<b>Name</b>	Last	First	Initial
<b>Address</b>	Street (Inc. Apt #)		
	City	Province	Postal Code
<b>Birthdate</b>	Day	Month	Year
			Phone #:

**TO: 636697 ONTARIO LIMITED, carrying on business as SCENIC CAVES NATURE ADVENTURES (the "OPERATORS"), AND ALL TOUR OPERATORS AND ORGANIZERS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE OPERATORS, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES").**

**DEFINITIONS**

1. In this agreement, the term "**EcoAdventure Activities**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Operators and shall include, but is not limited to use of ziplines and suspension bridges; tours; hiking; sightseeing; travel to and from the trail head, marshalling, outfitting areas; backcountry travel; orientation and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to the Operators.

**ACKNOWLEDGEMENT – SAFETY**

2. I acknowledge that I am required to wear an approved helmet and other safety equipment while participating in certain EcoAdventure Activities. I am aware that there are guides or instructors available to answer any questions that I may have as to the proper use of the equipment. I am aware that the physical exertion required of EcoAdventure Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with EcoAdventure Activities.

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**ASSUMPTION OF RISKS**

3. I am aware that participation in EcoAdventure Activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; changes or variations in the surface or sub-surface; exposed rock, earth, and other natural objects; changes or variations in the terrain including holes, depressions, loose gravel, rocks, mud, creeks, etc., and those which may create blind spots or areas of reduced visibility; difficult terrain including streams, creeks, cliffs, crevasses, trees, tree wells, tree stumps and forest deadfall; roads, road-banks or cut-banks; collision with trees, fences, vehicles, equipment or other natural or man-made structures; collision with other participants, guide or spectators; the failure to remain within designated areas; encounters with wildlife; becoming lost or separated from the guides, instructors or other participants; negligence of other participants or guides; 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 OR ECOADVENTURE ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain and may be uncontrolled, unmarked and not inspected.

4. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ECOADVENTURE ACTIVITIES, 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 ECOADVENTURE ACTIVITIES.**

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

5. In consideration of **THE RELEASEES** accepting my application to participate in EcoAdventure Activities and permitting my use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

(a) **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, either directly or indirectly, from either my use of the facilities or my presence on the premises 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.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF ECOADVENTURE ACTIVITIES;**

- (b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from 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 participation in EcoAdventure Activities and my use of the premises and facilities;
- (c) That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns and representatives, in the event of my death or incapacity;
- (d) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
- (e) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario; and
- (f) In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of EcoAdventure Activities, other than what is set forth in this Agreement.

**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 I 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 AND MY HEIRS, SUCCESSORS AND ASSIGNS; AND**
- III. THAT I WILL INDEMNIFY THE RELEASEES IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.**

Signature of participant	Witness
Signature of Parent/Guardian (if rider under 18 years)	Please print Witness name clearly
Please print name of Parent/Guardian clearly	Pass number

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BEFORE AN ECOADVENTURE PASS MAY BE ISSUED**

**PRIVACY NOTICE:** Information provided by you is used for the purpose of issuing an EcoAdventure Pass and to provide you with EcoAdventure information by Scenic Caves Nature Adventures. Signing this Agreement conveys a right to Scenic Caves Nature Adventures or its assignees to independently verify information provided by you and to retain the information provided to be used in the event of any litigation associated with the provisions of said services.