

Adult Waiver of Claims, Release of Liability, Assumption of Risk and Indemnity Agreement

PLEASE READ CAREFULLY

By signing this document you will waive certain legal rights, including the right to sue

Participant name: _____

Business name: Overhang Adventures Inc.

Definitions:

- “Overhang Adventures Inc.” means Overhang Adventures Inc., its directors, officers, shareholders, associates, agents, partners, staff, employees, consultants and representatives, heirs, executors, estate trustees, legal representatives and administrators.
- “Participant” means participant, his/her parents, guardians, heirs, next of kin, executors, administrators, assigns and representatives in the event of his/her death or incapacity

Description of Program: Single-day or multi-day outdoor activities, including, but not limited to hiking, canoeing, kayaking, rock climbing, rappelling, camping, slacklining, cliff jumping, snowshoeing, quinzhee building, winter camping, and various outdoor skills courses and workshops.

Warnings of Risk: I, the participant, am aware that participating in single-day or multi-day outdoor activities has many inherent risks and that I must expose myself to certain risks, including but not limited to:

General:

- theft, vandalism or loss of personal property;
- any manner of injury resulting from **transportation**: accidents involving motorized or non-motorized vehicles, boats, airplanes, snowmobiles or all-terrain vehicles;
- any manner of injury resulting from use, misuse, malfunction, non-use and failure of any personal or company owned safety or sports specific equipment;
- any manner of injury resulting from an increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack;
- any manner of injury resulting in bone and muscular skeletal injury, such as sprains, strains, fractures, breaks, dislocations or ligament tear;
- any manner of injury resulting in episodes of light headedness, fainting, chest discomfort, leg cramps and nausea;
- any manner of injury resulting from loose jewelry or hair;
- any manner of injury resulting in abrasions, bruises, blisters, cuts or concussions from activities or impact with other participants or equipment.

Back Country & Outdoor Travel:

- any manner of injury resulting from **terrain**: falls on steep, icy, slippery or uneven terrain or from impact or contact with trees, rocks, obstructions or other people or participants, visible or non-visible;
- any manner of injury or illness resulting from **weather**: exposure to cold, wet or windy weather, or the effects of heat and strong sunlight;
- any manner of injury resulting from **remoteness**: a) the possibility of becoming lost or separated from guides, instructors and/or other participants b) the inability to access rescue and medical help in the event of an accident;
- any manner of injury or illness resulting from **animals**: contact with aggressive or curious animals including bears, dogs or other carnivores, rodents, snakes, birds, wood ticks, insects, spiders, deer and other large animals, or the water borne Giardia parasite, West Nile virus from mosquitoes as well as other animals;
- any manner of injury resulting from **other outdoor risks**: falling rocks or trees limbs, floods, mud slides, lightning, or other environmental hazards.

I, the participant, freely accept and assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting there from.

In consideration of Overhang Adventures Inc. allowing my participation in **single-day or multi-day outdoor activities**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Overhang Adventures Inc.; _____ (initial here that you have read paragraph 1)
2. TO RELEASE Overhang Adventures Inc. from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation **single-day or multi-day outdoor 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, RSO 1990 c. 0.2 AS AMENDED ON THE PART OF OVERHANG ADVENTURES INC.; _____ (initial here that you have read paragraph 2)
3. TO HOLD HARMLESS AND INDEMNIFY OVERHANG ADVENTURES INC. from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in **single-day or multi-day outdoor activities**; _____ (initial here that you have read paragraph 3); and
4. 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; _____ (initial here that you have read paragraph 4).
5. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; _____ (initial here that you have read paragraph 5); and
6. 6. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario. _____ (initial here that you have read paragraph 6)

In entering into this Agreement, I, the participant, am not relying upon any oral or written representatives or statements made by Overhang Adventures Inc. other than what is set forth in this Agreement, am entering this Agreement under my own freewill and have had an opportunity to review this document prior to today.

I, the participant, am at least 18 years old and am competent to sign for myself at the time this document was signed.

I HAVE READ AND UNDERSTOOD BOTH PAGES OF THIS AGREEMENT AND I AM AWARE THAT BY SIGNING I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST OVERHANG ADVENTURES INC.

Signed this _____ day of _____, 2_____

Participant Signature

Participants Name

Staff Signature

Staff Name

THIS AGEEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, WITNESSED AND EACH PARAGRAPH MUST BE INITIALLED BEFORE THE PARTICIPANT MAY PARTICIPATE IN THE PROGRAM.