

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: **Gear Up Adventures ("Gear Up")**, and its directors, officers, employees, agents, guides, independent contractors, subcontractors, suppliers, sponsors, volunteers, participants successors, assigns, representatives, and all other persons or entities acting in any capacity on their behalf (**all of whom are hereinafter referred to as "the Releasees"**).

Participant Name	Last	First	Middle Initial
Participant Address	Street		
	City	Prov./State	Postal/Zip Code

DEFINITION

In this Release the term "Adventure Recreation" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorised by the Releasees.

ASSUMPTION OF RISKS

I, the participant, am aware that participating in Adventure Recreation 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 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 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 acknowledge and 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, whether caused by the negligence of the Releasees or otherwise, 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 REFERRED TO ABOVE INCLUDING INJURIES COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES;
2. TO SAVE AND HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage,

Both page 1 and page 2 must be completed in full. Initials are required top of page 1 and full signature on page 2. Staple both pages together.

cost, loss or personal injury to any third party that may be incurred arising out of or related to my participation in Adventure Recreation WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

3. That at any time The Releasees may refuse the participation of any persons including myself who are a hazard to themselves or any other participant or to The Releasees, as solely determined by The Releasees and their representative and that any such persons, including myself, posing any such hazard may face legal consequences for such actions;
4. 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;
5. This Release Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province of British Columbia and if any portion of thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. 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
6. 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, other than what is set forth in this Release Agreement.

AGE and WEIGHT RESTRICTION

Participation in the activity/ties is restricted to age and persons weighing between 60lb and 250lbs (27kg and 113kg). Please indicate your age _____ and weight: _____ lb / kg (please indicate pounds or kilos).

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP ESSENTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL REALEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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

Witness
Print Witness Name Clearly

Additional Information required:

Participant Phone #: _____

BY SIGNING GEAR UP'S RELEASE I UNDERSTAND AND AGREE: To be bound by all of Gear Up's registration conditions; To familiarize myself with Gear Up's activity guidelines; To inform Gear Up of medical conditions that might affect my participation; That medical costs arising from participation at Gear Up are my responsibility; To permit the use of video & pictures of my activities for promotional purposes; and, TO HAVE A GREAT TIME AT GEAR UP!

Optional information:

If you would like to receive our e-newsletter, which includes special offers, discounts and Gear Up announcements, please provide your email address:

Participant E-mail: _____