

VISTA RIDGE AERIAL ADVENTURE PARK WAIVER

PLEASE READ CAREFULLY!

Initial

**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.**

TO: **Vista Ridge Recreational Association, Regional Municipality Wood Buffalo** and their directors, officers, employees, agents, independent contractors, subcontractors, suppliers, sponsors, successors, assigns and representatives (**all of whom are hereinafter referred to as "the Releasees"**).

DEFINITION:

In this Release Agreement the term "Adventure Activities" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but are not limited to: use of zip lines, suspended bridges, ladders, rope swings, bungee cords, cable swings, braking devices and nets; all travel either within or beyond the designated boundaries, including 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 Activities.

ASSUMPTION OF RISKS

I am aware that participating in Adventure Activities involves many inherent risks, dangers and hazards including but not limited to: exposed and falling rock, earth, ice, trees or other natural objects; travel on back-country roads; negligence of other participants and other persons; hiking on rough and uneven terrain; changing weather conditions which may cause the trails and apparatus and zip lines to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; falls; over-exertion; failure to remain within designated areas; impact or collision with trees, 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 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 Activities and permitting my use of their services, equipment and 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 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**, RSA 2000.C 0-4 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 ACTIVITIES REFERRED TO ABOVE;
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 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 Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

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 Activities, other than what is set forth in this Release Agreement. I confirm that I have read and understood the Release Agreement 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.

Dated this _____ day of _____, 20____.

Participant	Signature:		Last Name: <i>Please Print</i>		First Name: <i>Please Print</i>	
	Street:			City:	Prov/State:	Postal/Zip Code:
	Age:	Sex: <i>M/F</i>	Email Address:	Phone Number: () -		
Witness Signature:			For participants under the age of 18	Parent/Guardian Signature:		
Witness Name: <i>Please Print</i>				Parent/Guardian Name: <i>Please Print</i>		

Please fill out information on the back side of this page ⇨

THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING IN AERIAL ADVENTURE ACTIVITIES AT VISTA RIDGE.

Please read and initial to acknowledge the terms.

AERIAL ADVENTURE PARK

Here's what happens:

Participants will be fitted into a sit harness by a guide and will then attend a training session. During the training session they will be shown how to use the course. Participants must demonstrate the ability to use the equipment and manage risks properly before being allowed to proceed. On the aerial adventure park, they must remain attached to a cable at all times and follow the rules of the course. In cases where an adult is required to supervise a child/youth, the supervising adult must watch or participate in the training session and ensure that the child/youth remains attached to a cable at all times and follows the rules of the course.

I understand and agree to the requirements for this activity

Privacy Policy:

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

Guests providing us with their email addresses allow us to confirm their reservations and create unique guest profiles in our guest database. This allows us to be able to serve our guests more quickly and efficiently when they make future reservations or check-in at our parks. If guests provide us with additional permission, their email address is included in a database of guests seeking periodic communication from Vista Ridge. Guests can choose to have their email address removed from this database at any time.

Vista Ridge may use personal information in aggregate provided by our guests (city and age) for marketing and business development purposes. Vista Ridge does not sell your information or provide your information to others outside of our organization and its affiliate companies.

Yes, please send me special offers and news by email!

In addition to agreeing to RELEASE, I understand and agree:

To be bound by all of Vista Ridge's registration conditions; To familiarize myself with Park's activity safety guidelines;
To inform Vista Ridge of medical conditions that might affect my participation; That medical costs arising from participation at Vista Ridge are my responsibility;
To permit the use of video and pictures of my activities for promotional purposes; and, TO HAVE A GREAT TIME!