

# ROPE RUNNER INC.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!

This Agreement shall apply to all subsequent usage of the Rope Runner Park (the "Facility").

I HAVE BEEN OFFERED A COPY OF THIS RELEASE AGREEMENT  
AND I HAVE BEEN ADVISED TO READ IT CAREFULLY!

Initials

### TO: ROPE RUNNER INC. and other Releasees, defined below.

ASSUMPTION OF RISKS I am aware that participating in the activities of Rope Runner Park, such the obstacle courses, bridges and rope courses (hereinafter collectively referred to as the "Activities") involve many risks, dangers and hazards including, but not limited to: falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); negligence, carelessness and misjudgments of participants and staff of Rope Runner Inc., including by failing to follow proper procedures, instructions and the operating policies, negligent administration of first aid; the failure of structures and equipment; and the forces of nature, predictable and unpredictable, including, but not limited to, inclement weather. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Injuries may include breaks, sprains, strains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. These risks are inherent in the activities and premises of the Activities; that is, without them the experience would materially change and lose its value and appeal. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ROPE RUNNER INC. AND THE PRINCIPLES, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF ROPE RUNNER INC. TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. USE OF TERRAIN and AERIAL PARK FEATURES INVOLVES INCREASED RISK OF INJURY. I am also aware that the risks, dangers and hazards referred to above exist throughout the parking lot and surrounding area. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. I agree that the harness provided must not be removed or loosened—for any reason—while I am off the ground level. Should the harness loosen or be removed while I am on the ground, I must have the harness fit checked by staff prior to re-entering and participating in the Activities. Staff must be notified if a harness loosens or safety system do not function. Before engaging in the Activities, I must read and understand all instructions, posted or otherwise conveyed, receive specific training in using the harness and other safety equipment, and understand and accept the risks involved.

### PUBLICITY RIGHTS:

I further grant the Rope Runner Inc. the right to photograph, record and/or videotape me and/ or my child or ward and further to display, edit, use and/or otherwise exploit my or my child's or ward's name, face, likeness, event/activity results (as more fully described below), voice, and appearance in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, whether for advertising, publicity, or promotional purposes, including, without limitation, publication, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless Rope Runner Inc. for any claims associated with such grant and right to use. Rope Runner Inc. is, however, under no obligation to exercise any rights granted herein.

### EQUIPMENT RENTAL DAMAGE WAIVER

Participants assume full responsibility for the harness and Clic-It safety device and any other equipment used (collectively, the "Equipment") and agree to compensate Rope Runner Inc. for damage caused to the Equipment, excluding normal wear and tear during the rental period and for such time thereafter until the Equipment is returned to Rope Runner Inc. I, the renter, understand and agree that I am responsible for any costs associated with unpaid rental fees, damage and/or theft to the rental equipment. In such an event, I authorize Rope Runner Inc. to charge my credit card in an amount not to exceed the retail cost of the harness and Clic-It safety device.

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

In consideration of Rope Runner Inc. allowing my participation in the Activities provided, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Rope Runner Inc, The District of Squamish, and their respective directors, councillors, officers, employees, agents, representatives, shareholders, volunteers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "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 from either my use of or my presence on the facilities, 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 UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities or access to the Facility, including parking and travel to and from parking;

3. 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;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this 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 Agreement, I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the activities other than what is set forth in this Agreement.
- This Agreement shall apply to all subsequent uses of the Facilities.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.**

Where the participant is a minor, an adult parent of the participant shall sign for them and by signing, they acknowledge that the waivers, releases and indemnities contained in this Agreement shall apply to the maximum extent allowed by law to the minor participant.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PARTICIPANTS UNDER 19**

FULL NAME	AGE	D.O.B (DD/MM/YYYY)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Parent or guardian signature (for participants under 19)

Parent or Guardian Print name clearly (for participants under 19)

<p>Witness Signature _____ (Staff Use Only)</p>
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