

**Assumption of Risks and Agreements of Release and Indemnity. PLEASE READ THIS DOCUMENT CAREFULLY!**

It affects your legal rights in the event of an injury or other loss at Myra Canyon Adventure Park “the Park”.  
Myra Canyon Adventure Park is a business name of Androka Hospitality & Activities Ltd., 4675 June Springs Rd, Kelowna, BC.

In exchange for the right to engage in the activities of the Park (“the Park”) and the use of its and adjoining premises, facilities and equipment (“the Activities”), I, an adult (19 years of age and older) or parent or legal guardian of a minor child), acknowledge and agree as follows:

**Activities:** Activities associated with the Park include, among others, the following: participation in and on the Park’s zip lines, bridges, nets, swinging logs, climbing walls, climbing logs, rope (and cable) swings and, ladders; and other aspects of the Park’s training and orientation courses and adult and children’s programs, including moving about the Park and the adjoining premises. These activities are more fully described in the Summary of Attractions, below. Each minor participant must be supervised at all times by a parent or legal guardian or other responsible adult appointed by the parent or guardian, as described at the Summary of Attractions.

**Risks:** I acknowledge that the activities involve risks and dangers that may cause serious injury and even death, and loss or damage to personal property. These risks are inherent in the activities and cannot be eliminated without altering their character and value. The risks include, among others, the following: moving about the premises, including terrain issues and encounters with wildlife; my, the child’s or another participant’s negligence and the negligence of the Park and its staff, including the improper use of safety equipment; the breakage and failure of equipment and structures, including but not limited to harnesses, lanyards, carabiners, pulleys, cables, platforms, ladders, and trees; changing weather conditions, including lightning, wind and other weather-related events; falling trees, branches, and other objects; and collision with trees, platforms, cables, or other participants or guides. Other risks may be encountered.

**Assumption of Risks:** I acknowledge that I, or the child, must wear the provided safety equipment to participate in or view the Activities. While Park staff members are available to train and monitor me, or the child, and to answer questions regarding the correct fit and use of the equipment provided throughout the program, each participant is responsible for his or her own safety. I assume all risks of participating in the activities, inherent or not and whether or not described above. If the participant is a minor, I have discussed the activities and risks with the child, who wishes to participate nevertheless.

**Release and Indemnity:** I, an adult participant or parent or guardian of a minor participant, hereby waive, release and agree not to sue Androka Hospitality & Activities and their respective owners, officers, directors, employees, contractors, and their respective heirs, executors and estates and personal representatives (the “Released Parties”) with respect to any and all liability for injury, death, property damage or any other loss I, the child, or any member of our families may suffer, as a result of my or the child’s participation in or viewing of the Activities, or moving about the Park and adjacent premises. I further agree to indemnify (that is, defend and protect, and pay or reimburse, including costs and attorneys fees) the Released Parties from any claim, by whomever it might be brought, including me, the child, other participants and members of my or the child’s families, arising out of my or the child’s participation in or viewing the activities or moving about the Park and adjacent premises. The claims hereby released and indemnified against include those due to any cause whatsoever, whether caused by the negligence of a Released Party, breach of contract, breach of warranty, strict liability, breach of a statutory (including the Occupiers Liability Act, R.S.B.C. 1996. C. 337) or other duty, or otherwise.

**Other:**

1. I consent to having photos and videos taken of me or the child, and consent to the publication of these photos and videos as well as any comments.
2. I acknowledge that due to the rugged and remote setting of the Park, access to hospital and medical facilities is limited. I consent to first aid and emergency medical care being administered or obtained by members of the Park staff. I am advised that the guides have received basic first aid and adult CPR training and are not trained medical personnel. I agree that I will be responsible for all costs of such medical treatment including any required evacuation as a result of an injury.
3. I have adequate health, disability and life insurance for myself or the child, and neither I nor the child is under the influence of drugs or alcohol while signing this Agreement or participating in the activities.
4. I agree that any litigation between me or the child or members of our families, on the one hand, and a Released Party, on the other, will be within the exclusive jurisdiction of the Courts of the Province of British Columbia, and the laws of British Columbia will apply to any controversy except to the extent they may call for the application of the laws of another jurisdiction.

**I CONFIRM THAT I AM 19 YEARS OF AGE OR OLDER, AND I HAVE FULLY READ AND UNDERSTOOD THIS AGREEMENT IN ITS ENTIRETY. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR OTHERS MAY HAVE AGAINST THE RELEASED PARTIES, AND AGREE THAT I AM BOUND BY THIS AGREEMENT. I UNDERSTAND THAT IN THE CASE OF MY DEATH OR INCAPACITY, THIS DOCUMENT IS BINDING UPON MY HEIRS, NEXT OF KIN, ADMINISTRATORS, EXECUTORS AND REPRESENTATIVES.**

\_\_\_\_\_  
INITIALS  
\_\_\_\_\_

**Participant:**

Last name:.....  
First name: .....  
Age:.....  
Weight:.....  
email:.....  
Phone number:.....  
City/Province:.....  
Country:.....  
Signature\_\_\_\_\_

**If Participant is under age of 19**

Parent/Gardian Name:  
First name: .....  
Last name:.....  
Signature\_\_\_\_\_

**Witness**

Witness Name:.....  
Signature:\_\_\_\_\_

**Medical History**

Please let us know if you have, or in the past had any of the following:

- Heart palpitations, irregular heartbeat, heart murmurs or history of heart attack.....yes no
- Pregnant (only if currently).....yes no
- Diabetes.....yes no
- Seizure Disorders.....yes no
- Anaphylactic allergies. Specify:.....
- Asthma.....yes no
- Any physical or mental issues that may affect you today or be triggered by the activity: .....yes no

**Summary of Attractions**

**Adults/Youth High Ropes Challenge Course:**

Participants will:

- Be fitted into a harness and helmet by a guide.
- Be shown by a Guide how to properly use the equipment.
- Demonstrate the ability to use the equipment and manage risks properly before proceeding to the High Ropes Challenge Course.
- Remain attached to a cable at all times and be expected to follow the rules.

The Guardian must watch the instruction session, and be sufficiently close to the child, on the elements and elsewhere in the Park, to be able to observe safety issues and respond immediately should the need arise.

**Kinder Course and all other activities on the park area:**

Participants will be:

- Fitted with a helmet by the guide for the kinder course.

The Guardian is required to watch from the ground at all times

**Park area, ground games and disk golf:**

The park area outside the climbing courses is near to a canyon and is not observed. The Guardian is required to watch at all times. Usage of our fire pit only under surveillance of a guide.

**I understand and agree to the requirements of this activity and I am aware of the physical exertion required to participate in the Activities, and take it upon my own responsibility to choose to participate, given my medical history stated above.**