

# MYRA CANYON ADVENTURE PARK 2018 RELEASE FORM

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

**PLEASE READ CAREFULLY!**

Initial

LAST NAME	FIRST NAME	INITIAL	
DATE OF BIRTH (dd/mm/yyyy)	AGE	MALE <input type="checkbox"/>	FEMALE <input type="checkbox"/>
ADDRESS	CITY	PROVINCE/STATE	POSTAL CODE
TELEPHONE	EMAIL		

**TO: Androka Hospitality & Activities Ltd. doing business as Myra Canyon Adventure Park ( "MCAP" ) and its directors, officers, employees, guides, group leaders, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").**

### DEFINITION

In this Release Agreement, the term "MCAP" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: use of zip lines, bridges, nets, swinging logs, climbing walls, swing, ladders and ropes; use of facilities; use of equipment; demonstrations; orientation and instructional courses; and other activities, events and services in any way connected with or related to the MCAP.

### ASSUMPTION OF RISKS

I am aware that participation in the MCAP involves the risk of injury and other dangers and hazards, including, but not limited to: slips; falls; collisions with other persons or objects; equipment malfunction including breakage of ropes or harness; shock, stress or other injury to the body while participating in the MCAP; negligence of other persons; and **NEGLIGENCE 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE MCAP.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN MCAP AND 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.**

### MEDICAL CONDITION

I understand that participating in the MCAP may place unusual stresses on the body. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to participate in the MCAP.

# MYRA CANYON ADVENTURE PARK 2018 RELEASE FORM

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

In consideration of the Releasees allowing me to participate in the MCAP and for other good and valuable consideration, 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 the MCAP, 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. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE MCAP;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage or personal injury to any third party resulting from my participation in the MCAP;
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 British Columbia and no other jurisdiction; and
5. 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 the MCAP, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS 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.

Date (dd/mm/yyyy)
Signature of Witness
Please Print Name of Witness

Signature of Participant
Signature of Parent or Guardian if participant is under 19 years
Please Print Name of Parent or Guardian