



PLEASE READ CAREFULLY!

INITIAL

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK 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: Treetop Eco-Adventure Park, Trillium Trails Banquet & Conference Centre (2317370 Ontario Inc.) and their directors, officers, employees, agents, guides, independent contractors, subcontractors, suppliers, sponsors, successors, assigns and representatives (**hereinafter referred to as "the Releasees"**).

DEFINITION:

In this Release Agreement the term "Adventure Activities" shall include all activities, events 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, cable swings and nets; all travel either within or beyond the designed boundaries, including on all trails; orientation and instructional courses and sessions; archery; axe throwing; and other such activities, events and services in any way connected with or related to Adventure Activities.

ASSUMPTION OF RISK:

I am aware that participating in Adventure Activities involves many inherent risks, dangers and hazards including but not limited to: exposed rock, earth, ice, trees, branches or other natural objects; hiking or travel on unassumed roads or trails or on rough and uneven terrain; negligence of other participants and other persons; 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 in 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 OR PARTICIPATING IN ADVENTURE ACTIVITIES REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGEROUS 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 have 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**, R.S.O. 1990, c.O.2 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 Ontario and no other jurisdiction, and any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of Ontario.



INITIAL

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: <small>PLEASE PRINT</small> | | First Name: <small>PLEASE PRINT</small> | |
| | Street Address: | | | City: | Prov: | Postal Code: |
| | Age: | Sex: <small>M/F</small> | E-mail Address: | | | Phone Number: |
| Witness Signature: | | FOR PARTICIPANTS UNDER THE AGE OF 18 | | Parent/Guardian Name: | | |
| Witness Name: <small>PLEASE PRINT</small> | | | | Parent/Guardian Signature: <small>PLEASE PRINT</small> | | |

THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATION IN ADVENTURE ACTIVITIES AT TREETOP ECO-ADVENTURE PARK.

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| Adventure Activities Procedural Requirements: | |
| Participants will be fitted into a sit harness, chest harness and a helmet and will then attend a demonstration and practice session. During the training session participants will be made aware how to ride properly on the zip lines, proper use of equipment and will be briefed on rules that affect the safety for this activity. Participants will be exposed to heights on platforms. Participants must follow the rules and safety procedures and obey the instruction of the guides at all times. | |
| I understand and agree to the requirements for this activity | <u>Initial:</u> |

PRIVACY

POLICY:

Treetop Eco-Adventure Park, Trillium Trails Banquet & Conference Centre (2317370 Ontario Inc.) and our affiliated companies collect and use personal information to meet legal and insurance requirements for operating our park and Adventure 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 Treetop Eco-Adventure Park. Guests can choose to have their email address removed from this database at any time.

Treetop Eco-Adventure Park may use personal information in aggregate provided by our guests for marketing and business development purposes.

In addition to agreeing to TREETOP ECO-ADVENTURE PARK'S RELEASE, I understand and agree:

To be bound by all of TREETOP ECO-ADVENTURE PARK'S registration conditions; To familiarize myself with TREETOP ECO-ADVENTURE PARK'S activity safety guidelines; To inform TREETOP ECO-ADVENTURE PARK'S of medical conditions that might affect my participation; That medical costs arising from participation at TREETOP ECO-ADVENTURE PARK'S are my responsibility.