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PARTICIPANT WAIVER FORM

**Big Zipper Aerial Tour - Lil' Zipper Lines - Vertical Climbing Wall
- Swinging Teeter - Valley Edge Hike**

THIS DOCUMENT CONSTITUTES A RELEASE OF LIABILITY AGREEMENT WHEREBY YOU, THE PARTICIPANT, THE PERSON WHO DESIRES TO PARTAKE IN ANY/ALL ACTIVITIES, OR SIGNS ON BEHALF OF A MINOR WHO PARTAKES IN ANY/ALL ACTIVITIES INCLUDING BUT NOT LIMITED TO BIG ZIPPER AERIAL ZIPLINE COURSE, LIL ZIPPER ZIPLINE, VERTICAL CLIMBING WALL OR SWINGING TEETER, VALLEY EDGE HIKE, FOR THE PURPOSE OF ENJOYMENT, AGREE TO RELEASE OUTER EDGE ADVENTURE PARK LTD., FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY, ECONOMIC AND EMOTIONAL DAMAGE WHICH COULD OCCUR DURING THE PERIOD OF THE ADVENTURE ACTIVITY. THIS DOCUMENT CREATES A BINDING AGREEMENT SO PLEASE READ CAREFULLY AND COMPLETELY. IF YOU HAVE ANY QUESTIONS, PLEASE ASK THEM NOW. PLEASE INITIAL EACH PARAGRAPH TO INDICATE YOU HAVE READ AND UNDERSTAND IT.

THIS WAIVES YOUR RIGHT TO SUE US AND TO EXERCISE OTHER LEGAL RIGHTS.

PARTICIPANT	BIRTHDAY
FIRST AND LAST NAME _____	(YYYY/MM/DD) _____
PARENT/GUARDIAN	WEIGHT IN LBS _____
FIRST AND LAST NAME _____	CITY/TOWN _____
	PROVINCE _____

EMERGENCY CONTACT NAME AND NUMBER _____

PLEASE LIST ANY MEDICAL CONDITIONS THAT MAY INTERFERE WITH YOUR EXPERIENCE: _____

IF NO MEDICAL CONDITIONS, MARK THE BOX WITH AN X

TO: OUTER EDGE ADVENTURE PARK LTD, their directors, officers, owners, employees, volunteers, agents, contractors, advisors and successors (together the "RELEASEES")
FROM: you or your minor child, your heirs, executors, administrators, parent or guardians (together the "PARTICIPANT")

I HEREBY UNDERSTAND AND AGREE TO THE FOLLOWING: ALL AREAS MUST BE INITIALED IN ORDER TO PARTICIPATE IN ACTIVITIES

INITIAL I, THE **PARTICIPANT**, AM UNDER NO OBLIGATION TO ENTER INTO THIS AGREEMENT NOR DOES OUTER EDGE ADVENTURE PARK LTD. POSSESS ANY ADVANTAGE OR BARGAINING STRENGTH AGAINST ME. I DESIRE TO PARTAKE IN THE ACTIVITIES, FOR MY OWN PLEASURE AND RECREATIONAL PURPOSES.

INITIAL I UNDERSTAND THE **RELEASEES** OFFER SEVERAL ACTIVITIES WHICH COMBINE ADVENTURE, SKILL SET, PHYSICAL ACTIVITY AND EDUCATION WHICH INCLUDE BUT IS NOT LIMITED TO ZIP LINE CANOPY TOURS, WALL CLIMBING, HIKING, BALANCE LOGS, LOW ROPES FOR KIDS AND SWINGING TEETERS (TOGETHER HEREBY KNOWN AS **ACTIVITIES**). ALL PARTICIPANTS WILL BE PROPERLY EQUIPPED WITH SAFETY HARNESSSES AND HELMETS GUIDED BY OUR GUIDES WHERE REQUIRED. ZIP LINES ARE DESIGNED WITH PROPER HIGH CABLE EQUIPMENT, SAFETY AND CLIMBING EQUIPMENT.

INITIAL I, THE **PARTICIPANT**, ACKNOWLEDGE THAT THROUGHOUT THE COURSE THERE ARE STAIRCASES, RAMPS, LADDERS AND HIGH PLATFORMS, PATHWAYS, TREES, BUILT AND/OR SITUATED ON GENERAL HILLY TERRAIN, THAT I WILL BE PARTAKING IN.

INITIAL I, THE **PARTICIPANT**, ACKNOWLEDGE THAT ZIP LINING AND THE OTHER ADVENTURE ACTIVITIES REQUIRE PHYSICAL AND MENTAL STRENGTH, MOBILITY, FITNESS AND ARE DESIGNED FOR THOSE IN GOOD HEALTH. THESE ACTIVITIES ARE KNOWN TO PUSH BOTH PHYSICAL AND EMOTIONAL LIMITS OF PARTICIPANTS. **ALL PARTICIPANTS ARE RECOMMENDED TO GET MEDICAL APPROVAL OF PARTAKING IN THE ACTIVITIES BEFORE THE START AND MUST INFORM THE RELEASEE OF ANY MEDICAL CONDITIONS THEY MAY HAVE THAT MAY BE IMPACTED BY ANY OF THE ACTIVITIES.** THE RELEASEE WILL NOT BE LIABLE FOR INJURY OR DEATH STEMMING FROM NOT REVEALING SUCH CONDITION(S).

INITIAL I, THE **PARTICIPANT**, DECLARE THAT I AM NOT PREGNANT. I HAVE WRITTEN MY WEIGHT ACCURATELY AND I ACKNOWLEDGE THE **RELEASEES** ARE RELYING ON THAT NUMBER TO ACCURATELY ENSURE THAT IT IS SAFE FOR ME

TO PARTICIPATE IN THE ACTIVITIES. I AM FREELY CHOOSING TO PARTAKE IN THE ACTIVITIES.

INITIAL I, THE **PARTICIPANT** ACKNOWLEDGE THAT ZIP LINE COURSES AND OTHER ADVENTURE OUTDOOR ZIP LINE ACTIVITIES CAN BE DANGEROUS. THIS IS DUE TO THE HEIGHT OF THE STRUCTURES INVOLVED, WEATHER CONDITIONS AND UNFORESEEABLE CONDITIONS. I AGREE TO PARTAKE BY MY OWN FREE WILL.

INITIAL **THERE ARE SERIOUS RISKS TO THESE ACTIVITIES.** I UNDERSTAND THIS PRIOR TO PARTICIPATING IN THEM.

PHYSICAL INJURIES THAT MIGHT OCCUR CAN INCLUDE BUT ARE NOT LIMITED TO BRUISES, SCRAPES, SPRAINS, BROKEN BONES, INSECT BITES, ANIMAL ATTACKS, ALLERGIC REACTIONS, CONCUSSIONS AND POSSIBLE PARALYSIS OR DEATH. EMOTIONAL INJURIES MAY INCLUDE FEAR, PANIC OR TRAUMA. I UNDERSTAND THAT LOSS OR DAMAGE TO PERSONAL PROPERTY, TRIPPING, FALLING OR RUNNING INTO OTHER PARTICIPANTS OR OBJECTS MAY OCCUR. THE **RELEASEE** HAS TAKEN REASONABLE EFFORTS TO MINIMIZE THESE RISKS, ALTHOUGH DUE TO THE NATURE OF THESE ACTIVITIES I UNDERSTAND THAT DEATH OR INJURY CAN OCCUR.

INITIAL THE **RELEASEE** OFFERS INSTRUCTION SAFETY TRAINING PRIOR TO THE START OF ALL CANAPY TOURS. I FULLY

UNDERSTAND I MUST PAY CLOSE ATTENTION TO IT AND ASK QUESTIONS IF REQUIRED. THE **RELEASEE** IS NOT RESPONSIBLE FOR FAILURE BY ME TO UNDERSTAND THE INSTRUCTIONS. THE **RELEASEE** DOES HAVE THE RIGHT TO NOT SERVE UNRULY **PARTICIPANTS** INCLUDING ME, AT THEIR DISCRETION FOR THE SAFETY OF THE **PARTICIPANT** AND OTHER **PARTICIPANTS**.

INITIAL I, THE **PARTICIPANT**, AM NOT UNDER THE INFLUENCE OF ALCOHOL, MARIJUANA OR OTHER MIND AND BODY- ALTERING ILLEGAL OR LEGAL DRUGS. I UNDERSTAND THAT DRUGS, ALCOHOL AND SMOKING ON SITE OF THE OUTER EDGE PROPERTY AND/OR DURING THE ACTIVITIES, IS STRICTLY PROHIBITED.

INITIAL (IF APPLICABLE), I AM THE **PARENT** OR **LEGAL GUARDIAN** OF THE MINOR CHILD (**PARTICIPANT**) LISTED ON PAGE 1

AND HEREBY ACKNOWLEDGE I HAVE EXPLAINED THE ACTIVITIES AND THIS AGREEMENT TO THEM AND HE/SHE UNDERSTANDS THE TERMS AND FREELY CHOOSES TO PARTAKE IN THE ACTIVITIES. I HEREBY GIVE THE CHILD PERMISSION TO PARTAKE IN THE ACTIVITIES.

INITIAL I, THE **PARTICIPANT**, HEREBY ACKNOWLEDGE THAT PHOTOGRAPHS OR VIDEO OF MY ACTIVITIES, TAKEN BY STAFF

OR MYSELF, MAY BE USED IN SOCIAL MEDIA OR WEBSITE WITHOUT MY PRIOR CONSENT WITHOUT ANY COMPENSATION THEREFORE. I EXPRESSLY WAIVE ALL MORAL RIGHTS AND TRANSFER INTELLECTUAL PROPERTY RIGHTS CONCERNING THE PHOTOS AND VIDEO, TO THE **RELEASEES** FOR USE AT THEIR DISCRETION. NO PERSONAL INFORMATION GIVEN TO THE **RELEASEE** WILL BE GIVEN TO THIRD PARTIES.

INITIAL **LAWYER FEES CLAUSE-** IN THE EVENT THAT THE **PARTICIPANT** BRINGS A LEGAL ACTION AGAINST ANY ONE OR

MORE OF THE **RELEASES**, FOR ACTS ARISING OUT OF THIS TRANSACTION AND DOES NOT PREVAIL, THE **PARTICIPANT** WILL BE RESPONSIBLE FOR ALL LAWYER FEES INCURRED AND COSTS OF LITIGATION BY SUCH **RELEASEES** IN DEFENDING THE ACTION.

INITIAL HAVING READ AND ACKNOWLEDGED THE ABOVE PARAGRAPHS, I, THE **PARTICIPANT** NOW INTENTIONALLY AND

VOLUNTARILY, RELEASE THE **RELEASEES** INCLUDING OUTER EDGE ADVENTURE PARK LTD. FROM ALL LIABILITY FOR KNOWN AND UNKNOWN CLAIMS FOR INJURIES TO MYSELF OR MY PROPERTY AND CAUSES OF ACTION ARISING OUT OF THE ADVENTURE ACTIVITIES I PARTICIPATE IN AS WELL AS ANY CLAIM ARISING FROM THE CONDUCT OR OMISSIONS OF ANY OF THE EMPLOYEES, AGENTS OR PATRONS OF OUTER EDGE ADVENTURE PARK LTD. I WILL BE SOLELY RESPONSIBLE IF ANY LOSS OR INJURY OCCURS TO ME OR A MINOR CHILD TO WHOM I AM RESPONSIBLE, REGARDLESS OF THE NATURE, CAUSE OF SUCH, OR WHO MAY BE AT FAULT.

I HAVE READ AND UNDERSTAND ALL TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE AND AGREE TO ASSUME ALL RISKS.

I HEREBY WAIVE ALL CLAIMS ASSOCIATED WITH THE ACTIVITIES AS DESCRIBED IN THIS AGREEMENT.

Signature of Participant/Guardian

Date (YYYY/MM/DD)

Signature of Staff