

**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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT 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		CURRENT DATE (dd/mm/yyyy)	

List Participants Under age 19

1. NAME	AGE	DATE OF BIRTH(dd/mm/yyyy)
2. NAME	AGE	DATE OF BIRTH (dd/mm/yyyy)

TO: 33 ADVENTURES LTD. doing business as Okanagan Adventure Park ("OAP") 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").

NOTICE TO PARTICIPANTS, PARENTS AND GUARDIANS

If you are new to OAP Elements as defined below or if you are signing or consenting to this Release Agreement as the parent or guardian of a participant under the age of 19, please take the time to review this document carefully and familiarize yourself with OAP Elements and understand the risks, dangers and hazards of participating in OAP Elements. Injuries are a common and expected part of participating in OAP Elements.

DEFINITION

In this Release Agreement, the term "OAP Elements" 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: zipline tours; adventure courses; use of zip lines, bridges, nets, swinging logs, climbing walls, swings including the Canyon 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 OAP Elements.

ASSUMPTION OF RISKS

I am aware that participation in OAP Elements involves the risk of injury and other dangers and hazards, including, but not limited to loss of balance; slips, trips and falls; falls from height; overexertion or lack of fitness or conditioning; cuts, bruises and abrasions; shock, stress, sprains, strains or other injury to the body; fear of heights; impact or collisions with trees, man-made or natural objects, or other persons; failure to properly adjust or fasten equipment; improper use of equipment; equipment malfunction including breakage of ropes or harness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; 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 OAP ELEMENTS.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN OAP ELEMENTS 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 OAP Elements 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 OAP Elements.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in OAP Elements 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 OAP Elements, **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 OAP ELEMENTS;
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 OAP Elements;
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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of me (and any minor children listed in page 1 of this Release Agreement) being used for advertising, promotional or marketing purposes.

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 OAP Elements, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT 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

Full Name of Participant (print clearly)	Signature of Participant (Signature of Parent or Guardian if participant is under 19 years)	Current Date (dd/mm/yyyy)
1. _____	_____	____ / ____ / ____
2. _____	_____	____ / ____ / ____
3. _____	_____	____ / ____ / ____
Signature of Witness: _____		
Print Name of Witness: _____		