

# Skywood Eco Adventure

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION BY ADULT

**PLEASE READ CAREFULLY**

**BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**TO: The ST. LAWRENCE PARKS COMMISSION** and its directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "**SLPC**").

**IN CONSIDERATION OF** the SLPC permitting me to participate in the Activities, I hereby freely, voluntarily and without duress execute this Release of Liability, Waiver of Claims and Indemnification (the "**Release**") on the following terms:

- 1. ACTIVITIES.** The term "**Activities**" includes all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the SLPC on the premises of the Skywood Eco Adventure (the "**Premises**") and shall include, but shall not be limited to, Treewalk Village, the Adventure Courses, the Discovery Courses, the Zip Line Tour and the Discovery Accessible Zip Line, which in turn include, but are not limited to, aerial adventure courses and games; zip lines; accessible zip lines; self-braking rapid descent activities; climbing in, on or using trees, tree houses, nets, ramps, ladders, bridges and ropes; rope courses; hiking, observing or otherwise moving on or around the Premises; and using equipment apparatus and facilities belonging to or otherwise made available by or through the SLPC on the Premises.

[redacted] (initial here)
- 2. RISKS.** I am aware that participation in the Activities involves inherent and unusual risks, dangers and hazards ("**Risks**") including, but not limited to, exposed and falling rock, earth, ice, trees or other natural objects; wildlife; changing weather conditions which may cause trails and apparatus and zip lines to be slippery; equipment or apparatus failure; improper use of equipment or apparatus; over exertion; difficult natural and/or man-made terrain; impacts or collisions with trees, platforms or other natural or man-made objects; collisions with other participants, SLPC guides ("**Guides**"), spectators or other third parties; slips and falls; falls from heights; failure to remain within designated areas; negligence of other participants or third parties; the aggravation of pre-existing mental or physical injuries conditions or congenital defects caused by unusual mental stresses, physical exertion and forces exerted on my body and **NEGLIGENCE ON THE PART OF THE SLPC INCLUDING THE FAILURE ON THE PART OF THE SLPC TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME** from the Risks. I am also aware that the Risks referred to above exist throughout the Premises and may be uncontrolled, unmarked and not inspected.  [redacted] (initial here)
- 3. ASSUMPTION OF RISKS. I FREELY ACCEPT AND HEREBY EXPRESSLY, SPECIFICALLY AND FULLY ASSUME ALL RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM THE ACTIVITIES.**  [redacted] (initial here)
- 4. SAFETY.** I acknowledge that I received a copy of the SLPC Skywood Eco Adventure Rules (the "**Rules**") with this Release. I have read, and agree to abide by, the Rules. I will attend any SLPC required safety presentations, will follow all safety instructions and will wear the SLPC required safety equipment. I am aware that there are Guides available to answer any questions I may have about the proper use of the equipment.  [redacted] (initial here)
- 5. HEALTH.** I understand that people suffering from intoxication, asthma, epilepsy, cardio/respiratory disorder, hypertension, skeletal, joint or ligament conditions, cardio or pulmonary conditions, heart conditions, high blood pressure neurological disorders, chronic neck or back problems or a history of aneurisms or pregnancy or who suffer from any physical limitations or conditions that could constitute a danger to themselves or others should not participate. I acknowledge that the level of participation is at all times completely up to me and that I am the best and only judge of my degree of ability to participate in the Activities. I understand that I may withdraw from the Activities at any time a Guide advises that it is safe to do so. I confirm that I am in good physical and mental health.  [redacted] (initial here)
- 6. WAIVER OF CLAIMS, RELEASE OF LIABILITY. I WAIVE ANY AND ALL CLAIMS that I have, or may in the future have, against the SLPC. I HEREBY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS the SLPC from any and all liability, claims, and demands of whatever kind of nature including, but not limited to, any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly, either in law or in equity, which arise, or may hereafter arise from my participation in the Activities or my use of the Premises, 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 SLPC, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE SLPC TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS OF PARTICIPATING IN THE ACTIVITIES.**  [redacted] (initial here)

7. **INDEMNITY. I HOLD HARMLESS AND INDEMNIFY THE SLPC** for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the SLPC resulting from my participation in the Activities.  [redacted] (initial here)
8. **OTHER.** I expressly acknowledge and agree that:
- (i) in entering into this Release, I am not relying on any oral or written representations or statements made by the SLPC or any other person with respect to the safety of the Activities, other than what is set forth in this Release.  
 [redacted] (initial here)
  - (ii) this Release: (a) is intended to be as broad and inclusive as permitted by the laws of Canada and the Province of Ontario; (b) is intended to bind me, and be binding upon my heirs, next of kin, administrators, assigns and representatives, in the event of my death or incapacity; and (c) shall be governed and interpreted in accordance with the laws of Canada and the Province of Ontario and any litigation involving the parties shall be brought within the Province of Ontario,  [redacted] (initial here)
  - (iii) in the event that any clause or provision of the Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not otherwise affect the remaining provisions or this Release which shall continue to be enforceable.  [redacted] (initial here)
9. **COLLECTION OF INFORMATION.** Personal information is collected by the SLPC under the authority of Subsection 5(1) of the *St. Lawrence Parks Commission Act*, R.S.O. 1990, c. S.24 for the administration of the Release. Any questions about the collection of your personal information should be directed to the attention of the Administrative Assistant to the General Manager, St. Lawrence Parks, 13740 County Road 2 Morrisburg, ON, K0C 1X0 or 1-800-437-2233.

**Before signing this Release, please ensure that you read and understand each section. Indicate that you have done so by initialing in the spaces where provided. This Release must be signed in front of a witness who must then sign below your signature. Persons with incomplete or incorrectly completed forms will not be permitted to participate.**

**IN WITNESS WHEREOF,** I have executed this Release for and on my own behalf on the date set out below

Print Name:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Witness Name:

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SKYWOOD ECO ADVENTURE RULES

The following rules (the “**Rules**”) apply to all activities authorized by the St. Lawrence Parks Commission and its directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the “**SLPC**”) on the premises of the Skywood Eco Adventure (the “**Premises**”) which include, but are not limited to, Treewalk Village, the Adventure Courses, the Discovery Courses, the Zip Line Tour and the Discovery Accessible Zip Line (the “**Activities**”).

- 1. Release:** The Release of Liability, Waiver of Claims and Indemnification (the “**Release**”) must be signed by, or on behalf of, every person participating in the Activities (a “**User**”). “**Adult**” (persons who are 18 years of age and older) Users must execute a Release on their own behalf before they will be permitted to participate in any Activities. Minor Users under 18 years of age must have a Release executed by their parent or legal guardian, before they will be permitted to participate in any Activities. Improperly executed or incomplete waivers will not be accepted by the SLPC.
- 2. Adult Supervision:** Minors under 16 years of age must be supervised by an Adult. Children 3-8 years old must have an Adult, who is able to provide direction and assistance, with them at all times when participating in the Activities. Children 9-11 years old must have an Adult supervisor watching them when they use the Discovery Courses, the Discovery Accessible Zip Line and Treewalk Village and participating with them when they use the Adventure Courses. Youth aged 12-15 years old must have an Adult supervisor watching them when they participate in the Activities.
- 3. Food, Drink and Drugs.** Food and drinks are allowed on the Premises, but not when participating in the Activities. Smoking, drinking alcohol or doing drugs on the Premises is forbidden at all times. Persons under the influence of alcohol or drugs will be prohibited from entering the Premises and from participating in the Activities.
- 4. Safety.** Users must participate in all **SLPC** required safety presentations before beginning any Activities, regardless of the number of times they have participated in the Activities. Users must wear all SLPC required safety equipment while participating in the Activities. Users must respect posted signage and must follow all instructions given by SLPC’s guides (the “**Guides**”). Except when instructed by a Guide, Users must not walk outside of the trails or underneath the courses. In case of doubt about any matter, Users must not hesitate to ask for advice from the Guides. Users must have a Guide’s permission to move on to a more advanced Activity.
- 5. Weather and Safety Conditions.** The courses are open rain or shine. The lead Guide will determine if climbing cannot continue (safety, high-winds, or thunder/lightning). SLPC reserves the right to interrupt or stop the Activities in its sole discretion.
- 6. Wristband.** Users must wear the wristband provided by SLPC and abide by the return time marked on the wristband.
- 7. Health and Physical Ability.** Users with health conditions or concerns must inform SLPC at the time of booking and again when they arrive on the Premises. Users must engage in the Activities only within their own physical ability. Users must cease participation if they are uncomfortable.
- 8. Clothing.** Users should wear comfortable, close fitting clothing. Pants should be knee length or longer. Closed-toed shoes are required. Long hair must be tied back. SLPC is not responsible for marks or tears to clothing or shoes sustained during the Activities.
- 9. Age, Height and Weight Restrictions.** User must abide by the specified age and height restrictions, if any, for the Activities. The weight limit for the Activities is 113 kg (250 pounds).
- 10. Treewalk Village:** Users must be at least 3 years old. There is no minimum height requirement. There can be no more than 5 users on a net at any time. Users must only descend from the tree houses by way of the slides or ramps, refrain from climbing the enclosures, stay on the designated trails, respect the line-up process, and not engage in any other types of games (e.g. “tag”) that have the potential to increase the risk of injury.
- 11. Adventure Courses:** Users in the Beginner and Intermediate Adventure Courses must be at least 9 years old and at least 140 cm (55 inches) tall. Users in the Advanced Adventure Courses must be at least 12 years old and 152 cm (60 inches) tall. There can be no more than 2 Users on a platform at one time, no more than 1 User on a game at one time, and no more than 1 User on or attached to a zip line or ladder at one time. A User must remain attached to the safety cables by 2 carabiners at all times, except when moving safety lines between cables at which time the User must be attached with at least 1 carabiner. The User must NEVER detach both carabiners at the same time. Users must observe the coloured indicators attached to the cables and only attach the User’s carabiners to the safety cables which have red indicators.
- 12. Zip Line Tour:** Users must be at least 12 years old and 152 cm (60 inches) tall. There can be no more than 8 users on a zip line platform at one time and no more than 1 user on or attached to a zip line or ladder at one time. A User must remain attached to the safety cables by 2 carabiners at all times, except when moving carabiners between safety cables at which time the User must be attached with at least 1 carabiner. The User must NEVER detach both carabiners at the same time. Users must observe the coloured indicators attached to the cables and only attach the User’s carabiners to the safety cables which have red indicators
- 13. Discovery Accessible Zip Line:** Users must be at least 9 years old and 140 cm (55 inches) tall.
- 14. Discovery Courses:** Users must be at least 5 years old. There is no height requirement. There can be no more than two Users on a platform at one time, nor more than 1 User on a game at one time and no more than 1 User on or attached to a zip line at one time. A User must attach the User’s trolley to the safety cable at the start of each course and leave the trolley attached until it detaches automatically at the exit to the Course. A User must NEVER detach a trolley while on the course.
- 15. Users who do not respect and follow the Rules, may be excluded from Activities and/or evicted from the Premises at the discretion of the Guides. Guides do not have to warn Users, nor is SLPC required to reimburse entrance fees.**