

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

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

PLEASE READ CAREFULLY!

To: Peace Christian School and its respective directors, officers, employees, members, volunteers, representatives, successors, assigns and all persons acting under their authority (all of whom are hereinafter collectively referred to as "the Releasees")

ASSUMPTION OF RISKS

I am aware that participation in a zip line involves risks and hazards. I am aware that the Releasees may fail to predict whether the zip line is safe. Risks and hazards may include but are not limited to: falling up to 8 feet, equipment failure, failure to act within one's ability, impact or collision with other persons or objects and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND HAZARDS OF USING THE ZIP LINE.

I AM AWARE OF THE RISKS AND HAZARDS OF USING THE ZIP LINE AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND LOSS RESULTING THEREFROM.

DISCLOSURE OF RESPONSIBILITIES

Participants are responsible for their own medical insurance, accident and disability insurance and third party liability insurance.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to use the zip line, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future 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 my suffer, resulting from or in connection with my use of the zip line 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 UNDER THE OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996, c. 337, OR ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES, TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND HAZARDS OF ZIP LINE USE REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for any property damage or personal injury to any third party, resulting from my participation in activities organized by or on behalf of the Releasees, including but not limited to zip line use.
3. This 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 Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdictions; and
5. Any litigation involving the parties of this 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 Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of activities, programs or meetings organized or authorized by or on behalf of the Releasees, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND AI AM AWARE THAT BY SIGNING THIS 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.

Participant Name: _____ Guardian Signature: _____ Witness Signature: _____

Date: _____ Guardian Name: _____ Witness Name: _____