

ELEMENTS GUIDING

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (Hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING YOUR RIGHTS TO SUE, PLEASE READ CAREFULLY!**

Participant's initial acknowledging above

Name Last _____ First _____ Middle Initial _____

Address Street _____ City _____ Province _____

Postal Code _____ Phone No _____ Email _____ DoB _____

TO: ELEMENTS GUIDING and it's (**their**) directors, officers, guides, agents, representatives, suppliers, sponsors, successors, insurers, employees, owners, operators and assigns. (All of whom are hereinafter referred as "**the Releasees**")

DEFINITION

In this Release Agreement, the term "**CLIMBING ACTIVITIES**" includes, but is not limited to: rock climbing, ice climbing, hiking, snowshoeing, touring, and all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instructional sessions or classes undertaken during climbing activities.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful climbing guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

PROTECTIVE EQUIPMENT

I have been advised to wear an approved climbing helmet, harness and appropriate protective equipment while participating in climbing activities. I will wear proper safety equipment at all times while participating in climbing activities. Failure to do so involves risk of injury.

ASSUMPTION OF RISKS

I acknowledge that Climbing Activities is an inherently dangerous activity. I am aware that Climbing Activities involves many inherent risks, dangers and hazards, including but not limited to: exposed cliffs; rocks; rockfall; ice; icefall; other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the snow surface; streams and creeks; crevasses; crossing natural or manmade structures; equipment failure; impact or collision with other persons; becoming lost or separated from the group or other participants; variable and difficult weather conditions; encounter with wildlife including bears and other animals; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. THIS INCLUDES PARTICIPATION IN ANY TRAINING AND/OR INSTRUCTION GIVEN BY THE STAFF OF ELEMENTS GUIDING. I am also aware and acknowledge that communication in the climbing terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Weather conditions may be extreme and can change rapidly and without warning. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CLIMBING ACTIVITIES 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.

ALCOHOL AND ILLEGAL SUBSTANCES. I acknowledge that use and/or consumption of alcohol and all illicit drugs and/or street drugs IS PROHIBITED during Climbing Activities. If I use, consume or am under the influence of alcohol or illicit and/or street drugs prior to or while engaging in Climbing Activities or while on the Facilities, as defined above, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS AND/OR THIRD PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PRESENCE ON THE FACILITIES AND/OR ENGAGEMENT IN THE CLIMBING ACTIVITIES, WHILE, DURING OR AFTER CONSUMPTION OF ALCOHOL OR ILICIT AND/OR STREET DRUGS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in climbing activities as defined in this Release Agreement, 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 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 a climbing 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*, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE CLIMBING ACTIVITES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in an CLIMBING 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 where the climbing activities takes place and no other jurisdiction; and

5. 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**.

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 climbing activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS 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.

Signed this _____ day of _____ Year _____

Signature of Lead Guide _____

Print name clearly LORNE FOISY

Participant Signature _____

Print name clearly _____

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF THE CLIMBING ACTIVITIES AND/OR THE FACILITIES OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CONSENT THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS/HER RELEASE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS ASSIGNS AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN THE CLIMBING ACTIVITIES OR ATTENDANCE AND/OR USE OF THE FACILITIES.

Signature of Guardian if participant is under age 18 _____