



WAIVER FORM

THIS WAIVER MUST BE FILLED IN (PRINTED CLEARLY) AND SIGNED BY PARTICIPANT OR PARENT/GUARDIAN HAVING FOLLOWING DETAILS:

FIRST NAME		LAST NAME	
DATE OF BIRTH	DD / MM / YYYY	TEL. No.	
HOME ADDRESS			
CITY	PROVINCE	POSTAL CODE	
E-MAIL ADDRESS			

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of ONTREE Fun & Adventure Park Ltd, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred as "ONTREE"), I hereby agree to release and discharge ONTREE, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that climbing through the trees on challenges in the high rope courses which are set up in different heights, types, shapes entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or cause bodily harm to myself or to third parties, or damaging property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: falling off the platforms and/or challenges; loose and/or damaged artificial holds; falling to the ground, on other users, or being fallen on by other users; abrasions from the trees, platforms, ropes, pads, or the floor; equipment failure; belay and or belayer failure; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over exertion; head injuries.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby release, forever discharge, and agree to indemnify and hold harmless ONTREE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ONTREE's equipment or facilities, **including any such Claims which allege negligent acts or omissions of ONTREE.**

4. I agree to indemnify and hold ONTREE or anyone acting on their behalf harmless for all fees and costs relevant to enforce this agreement.

5. I hereby certify that I have no medical or physical conditions, which could interfere with my safety in this activity.

6. I agree that any legal action relevant to this agreement be solely taken in the province of Nova Scotia, Canada and I further agree that the substantive law of Nova Scotia shall apply in that action without regard to the conflict of law rules of that province.

7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree to waive my right to file a lawsuit/claim against ONTREE Fun & Adventure Park Ltd.

The duties of ONTREE shall be limited to those found in the *Occupiers Liability Act* of Nova Scotia. In particular, ONTREE shall be entitled to the benefit of the provisions of s. 5 (Willing Assumption of Risk) and Section 7 (Agreement Modifying Duties) in the *Occupiers Liability Act*.

Signature / Guardian _____ Print Name: _____ Date: _____

Emergency Contact: _____ Phone: _____

Additional Climbers:

First Name	Last Name	Signature (age 19+)	DOB: DD / MM / YYYY
print name: _____			DOB: DD / MM / YYYY
print name: _____			DOB: DD / MM / YYYY
print name: _____			DOB: DD / MM / YYYY
print name: _____			DOB: DD / MM / YYYY
print name: _____			DOB: DD / MM / YYYY
print name: _____			DOB: DD / MM / YYYY

I the participant or parent/guardian certify that I am at least 19 years of age and have read and understood this entire document and I agree to be bound by its terms.

("Minor") being permitted by OnTree to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Ontree from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

GENERAL TERMS AND CONDITIONS

1. Each participant must read these general terms and conditions before entering the Park. They must confirm to have read the rules and guarantee to respect them. In the case of minor participants, the legal guardian(s) must fully note and understand the rules and must inform their minor participants before they enter the Park. The legal guardian(s) guarantee to have read, understood, and communicated the rules, terms & conditions to their minor participants.
2. Entering ONTREE Fun & Adventure Park involves risks as set forth in the overleaf.
3. The Park welcomes climbers at least seven (7) years of age, provided they do not suffer from any disease or mental/physical problems which could present a danger to their own health or to others. People under the influence of alcohol, drugs, or medication that alters their cognitive ability are not authorized to enter the ONTREE Fun and Adventure Park. Children 7 years of age are limited to the Beginner courses (Courses as follows: # 1,5,16,17,18). One adult can accompany 2 children in the age range of 7 – 9 years. Children in the age range 10 – 12 must be accompanied by one adult. (maximum three (3) children per climbing adult)
4. Carrying and use of mobile phones, cameras, and video cameras is discouraged and is done at your own risk while in the park as a participant. These items can present a danger to yourself or others.
5. Long hair **MUST** be tied back.
6. It is vitally important and essential that each participant thoroughly listens to, practices and performs every safety instruction and guidance provided to them before being able to take part in the activities of the park. ONTREE Fun and Adventure Park Ltd reserve the right to exclude any person from use of the park that has made an infringement on any person or any individual that has not complied with the safety requirements explained and provided by the park organizers/instructors. In violation of these rules, ONTREE Fun and Adventure Park Ltd are not responsible in the event of any associated damage or accident.
7. The equipment provided by the ONTREE Fun & Adventure Park Ltd (helmet, harness, Safety System (SBB) System), must be used in accordance with the instructions of the park organizers/instructors. Leather Gloves (own Leather palm gloves or purchased from ONTREE) must be worn the entire time climbing. This equipment should neither be swapped nor be removed during participation and must be returned to the pay desk after use. One carabiner must always be engaged with the safety cable while on the courses. In case of doubt, consult with ONTREE staff.
8. Each element of the challenge **MUST** be used by only one (1) person at a time. The only exception to this rule is an adult assisting a child under the age of 13 (under the supervision of a staff member). The maximum number of persons allowed on each platform at one time is three (3). Participants must meet the minimum age, minimum height and other requirements posted at the start of each course. A maximum weight restriction is in place of 275 lbs (125kg) per participant.
9. The ONTREE Fun & Adventure Park Ltd has the right to stop a particular activity or all activities for either technical reasons or safety reasons that may have arisen due to fire, storm, thunderstorm, or similar events. In this case, the entrance fee is not refundable. In any case, if a participant wishes to leave the park early or without finishing the courses, the entrance fee will not be refunded.
10. The ONTREE Fun & Adventure Park Ltd has the right to use any photograph/film/movie for promotional or informational purposes. If a participant does not agree, they **MUST** advise the park organizers at the pay desk to provide them with a clearly marked helmet.
11. ONTREE Fun & Adventure Park Ltd reserves all rights concerning photographs/films/movies taken within the Park. ONTREE Fun and Adventure Park Ltd has the right to legally take action to protect and claim their interests.