

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

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

Participant's Initials

PLEASE READ CAREFULLY!

Form fields for personal information: First Name, Last Name, Address, Date of Birth (dd-mm-yyyy), City, State/Prov, Zip/Postal Code, Country, Telephone, Email Address.

TO: ZIPTREK ECOTOURS (SAN FRANCISCO) INC. (the OPERATORS), OUR 2012 SB, INC., POPULOUS, THE NATIONAL FOOTBALL LEAGUE AND ITS MEMBER CLUBS (INCLUDING BUT NOT LIMITED TO THE INDIANAPOLIS COLTS), NFL VENTURES INC., THE CAPITOL IMPROVEMENT BOARD OF MANAGERS OF MARION COUNTY INDIANA, THE INDIANA STADIUM AND CONVENTION BUILDING AUTHORITY, THE CITY OF INDIANAPOLIS, and ALL INDIVIDUALS OR ENTITIES WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES, EQUIPMENT OR SERVICES FOR THE OPERATORS, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, successors and assigns (hereinafter collectively referred to as "the RELEASEES".)

In this Agreement, the term "Adventure Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by THE RELEASEES and shall include, but are not limited to use of ziplines, and events and services in any way connected with or related to those activities, whether taking place before, during or following my participation in the Adventure Activities.

ACKNOWLEDGEMENT – SAFETY

I acknowledge that I am required to wear an approved helmet and other safety equipment while participating in certain Adventure Activities. I am aware that there are guides or instructors available to answer any questions that I may have as to the proper use of the equipment and regarding known risks inherent in the Adventure Activities. I am aware that the physical exertion required of Adventure Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Adventure Activities. I further acknowledge that falling objects pose a serious risk to others and that I will be held responsible for any and all damage or injury caused to property or persons as a result of my dropping, throwing or otherwise releasing any items whatsoever while participating in the Adventure Activities.

ASSUMPTION OF RISKS

I am aware that Adventure Activities involve many risks, dangers and hazards including but not limited to: changing weather conditions; falling objects; falling from platforms, cables and other structures; shock, stress or other injury to the body; equipment malfunction including breakage of cables, tethers, pulleys and harnesses; collision with trees, vehicles, equipment or structures; collision with other participants or guides; my failure to remain within designated areas; becoming lost or separated from guides or other participants; negligence of other participants or guides; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ADVENTURE ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS, WHETHER TO MYSELF OR THAT I MAY CAUSE TO OTHERS, RESULTING THEREFROM.

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In consideration of THE RELEASEES allowing me to participate in Adventure Activities and permitting my use of their property, ziplines, platforms, bridges, trails, roads, other structures and equipment (hereinafter referred to as "The Facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I HEREBY IRREVOCABLY 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 resulting from either my use of or my presence on the Facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, NEGLIGENT MISREPRESENTATION 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, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE;
- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property or personal injury of any nature to any third party, resulting from my use of or presence on the Facilities and my participation in the Adventure Activities;
- 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 jurisdiction;
- 5. Any litigation involving the parties to 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.
- 6. To consent to having photos or videos taken of me while participating in Adventure Activities and to the publication of the photos or videos by the Releasees for advertising, marketing and promotional purposes.

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

I CONFIRM THAT, PRIOR TO SIGNING THIS AGREEMENT, I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I 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.

FOR AND ON BEHALF OF A PARTICIPANT OF MINORITY AGE, BY SIGNING WHERE INDICATED BELOW, I HEREBY CERTIFY THAT I AM THE PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, AND I ACKNOWLEDGE THE RISKS ASSOCIATED WITH THE PARTICIPATION BY THE PARTICIPANT IN THE ADVENTURE ACTIVITIES AND I HEREBY 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 ADVENTURE ACTIVITIES.

Signed this _____ day of _____, 2012

Signature of Participant

Print Name

Signature of Parent / Guardian if Participant is under 18 years of age

Witness Signature

Witness Name

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED DATED AND SIGNED, AND WITNESSED PRIOR TO PARTICIPATING IN ANY ADVENTURE ACTIVITIES.