



Eyer Ropes Challenge Course

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

PLEASE READ CAREFULLY!

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this Informed Consent & Waiver are entered into by me with and for the benefit of the Corporation of the Town of Richmond Hill ("Town"), and its respective directors, officers, employees, subcontractor Instructors, volunteers and agents.

I, _____
(PRINT FULL NAME)

(Please check one of two options below):

- THE PARTICIPANT THE PARENT OR GUARDIAN OF THE PARTICIPANT

(PRINT FULL NAME OF MINOR PARTICIPANT) WHO IS UNDER 18 YEARS OF AGE

- a. understand that there are inherent and significant risks associated with observing and/or participating in the activities offered at the Eyer Ropes Course Challenge (the "Challenge Activities") by the Town, including, but not limited to:
 - (i) falls, and all manner of injury resulting from such falls and hitting the ground, wall faces, people or objects;
 - (ii) abrupt and possible damaging contact with fixed objects and other persons;
 - (iii) anxieties and/or fears which may accompany activities at heights which may reach 35 feet;
 - (iv) close contact with other participants which may involve inadvertent and unwelcome touching;
 - (v) the failure of structures and equipment;
 - (vi) the carelessness of other participants and misjudgments on the part of the staff of the Town of Richmond Hill; and
 - (vii) the unpredictable forces of nature.
- b. understand that each person (myself/my child included) has a different capacity for participating in Challenge Activities;
- c. have, to the best of my knowledge, no physical or emotional condition which would cause me to be a risk to myself or others;
- d. understand that injuries, both physical and emotional, may result from the programs and activities and use of the challenge course and climbing wall and related equipment and activities, including, but not limited to, breaks, sprains, strains, bruises, emotional upset, anxiety and death;
- e. willingly assume risk of injury or health risk for myself/my child and assume full responsibility during and after my/my child's participation in the Challenge Activities;
- f. freely accept and fully assume all responsibility for all risks of personal injury, illness, property damage, loss or death resulting from my/my child's participation in the Challenge Activities; and
- g. understand that I may choose not to participate/permit my child to participate in any or all of the Challenge Activities for any reason whatsoever.

In addition to any consideration given to the Town for my participation in the Challenge Activities, I and my heirs, next of kin, executors, administrators and assigns, agree to waive all claims that I have or may have in the future against the Town, its elected officials, directors, officers, employees, subcontractor, volunteers and agents and release (collectively the "Releasees") and forever discharge the Releasees from all liability for any personal injury, death, property damage, or other loss and liabilities of whatsoever nature or kind arising out of or in any way connected with my/my child's participation in the Challenge Activities. I further agree not to make any claims or take any proceedings against any person or corporation who or which might claim contribution and indemnity or relief from the Releasees.

I confirm that I have had sufficient time to read and understand each item and all parts in Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement in its entirety, and have agreed to be bound by its terms freely and voluntarily this _____ day of _____, 201_____.

Signature: _____
(PARTICIPANT OR PARTICIPANT'S PARENT/GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE)

Witness Signature: _____