



**Zip Zag .ca Inc.**

**ASSUMPTION of RISKS, WAIVER of CLAIMS, ACKNOWLEDGEMENT, and INDEMNIFICATION**

**TO:** Zip Zag.ca Inc., and its directors, officers, employees, volunteers, agents, representatives, contractors, successors and assigns, doing and carrying on business as Zip Zag, (collectively referred to as “Zip Zag”) at Grand Falls, in the Province of New Brunswick (the “Premises”) as well as to the Town of Grand Falls Inc.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT:**

_____	_____	_____
Name of Participant	Date of Birth of Participant (yyyy/mm/dd)	Name of Guardian (if participant is under 18)

Description of activities - The Zip Line Tour (as hereinafter defined) is an outdoor aerial course consisting of tensioned high traverse steel cable zip lines linked between engineered structures at a height of approximately twenty feet. The said structures include a platform on which participants stand while being secured by a harness to a trolley on the cables. Participants travel along the zip line across the width of the gorge from one structure to the next. Participants will walk on uneven terrain and/or in steep-sloped areas in order to access the engineered structures and Zip Zag instructors and/or guides are positioned throughout the Zip Line Tour (hereinafter collectively referred to as the “Zip Line Tour”).

Following Rules & Instructions - Safety is a priority at all times when participating in the Zip Line Tour, therefore, all persons on the Premises must strictly follow all rules of Zip Zag while participating on the Zip Line Tour and while on the Premises.

Zip Zag reserves the right to, without prior notice and without providing any refund whatsoever, require any persons who fail to follow any of Zip Zag’s rules or instructions, for any reason, to leave the Zip Line Tour and the Premises.

Personal Property - Zip Zag shall not be responsible in any way for any personal items left in its care or on the Premises, which are damaged, lost or stolen.

Participation Requirements - All participants on the Zip Line Tour must be at least 5 years old, must not weigh less than 50 pounds and more than 275 pounds. If a person weigh less than 50 pounds, he/she can cross tandem with a guide if time and conditions allow.

The Zip Line Tour is designed for use by participants of average mobility and strength who are in reasonably good health. People suffering from medical conditions which impair their physical strength, agility and/or endurance, are more likely to sustain injuries or suffer illness by participating in the Zip Line Tour and may also put other participants at a greater risk of sustaining an injury, therefore, everyone must inform Zip Zag, **in writing**, prior to participating in the Zip Line Tour if any of the following conditions, or any other conditions which may increase the chances of them sustaining an injury or illness, apply to them:

1. a fear of heights or other anxieties resulting from participating in activities similar to the Zip Line Tour;
2. pregnancy;
3. high blood pressure, cardiac disease, and/or pulmonary conditions;
4. psychological and/or psychiatric conditions;
5. being under the influence of alcohol, illegal drugs, impairing legal drugs and/or prescription drugs.

Being under the influence of alcohol, illegal drugs, impairing legal drugs, or prescription drugs which may interfere or impair one’s ability to participate in the Zip Line Tour, and/or smoking, is strictly prohibited while participating in the Zip Line Tour.

Zip Zag reserves the right to exclude anyone from participating in the Zip Line Tour for any reason whatsoever, including but not limited to medical or safety reasons.

Assumption of Risks - There are inherent risks associated with participating in the Zip Line Tour including but not limited to illness and/or injuries resulting from walking on/through uneven terrain, traveling along a zip line at various speeds, climbing up and down engineered structures, coming into contact with obstacles on the Zip Line Tour, including other participants, and being outside for an extended period of time.

The undersigned hereby **FULLY ACCEPTS ALL RISKS**, including risks of damage or loss of property, and/or illness, injury and death associated with participating in the Zip Line Tour, including those which may result from the negligent acts or omission of other participants, of Zip Zag, or the Town of Grand Falls, owner of the Premises, Zip Zag.ca Inc., and its directors, officers, employees, volunteers, agents, representatives, contractors, successors and assigns, doing and carrying on business as Zip Zag.

Indemnification - The undersigned hereby agrees to **FULLY INDEMNIFY AND HOLD HARMLESS** Zip Zag, the Town of Grand Falls, owner of the Premises, and its directors, officers, employees, volunteers, agents, representatives, contractors, successors and assigns for all claims, demands, losses, liabilities and expenses resulting from damage or loss of property and/or illness, injury or death as a result of the undersigned's participation, or that of a minor for which the undersigned is the authorized guardian, in the Zip Line Tour. The undersigned hereby agrees to **TAKE FULL FINANCIAL AND LEGAL RESPONSIBILITY** for the said minor in the event that he or she is injured or becomes ill as a result of participating in the Zip Line Tour and/or using the Premises.

Release and Waiver of Claims - The undersigned, as a participant in the Zip Line Tour and/or as the guardian of a participant under the age of majority, hereby **FOREVER RELEASES and WAIVES ANY AND ALL CLAIMS, CAUSES OF ACTIONS, DEMANDS and DAMAGES** the undersigned may have to this date or in the future against Zip Zag, the Town of Grand Falls, owner of the Premises, and its directors, officers, employees, volunteers, agents, representatives, contractors, successors and assigns including for all liability of any kind and nature whatsoever in torts, contracts, or equity, in consideration for participation in the Zip Line Tour and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Consent to Use of Image - The undersigned hereby consents to Zip Zag's use of images (still photographs and motion picture) of the undersigned, made by Zip Zag in connection with the undersigned's participation and for the purpose of promoting the Zip Line Tour.

General Provisions - Each provision hereof is separate and distinct and, if a provision is determined to be invalid, illegal or unenforceable it shall be deemed to be severed here from and all other provisions will remain in full force and effect.

The terms hereof shall bind the undersigned's heirs, executors, administrators and assigns.

This Agreement is governed by the laws of the province of New Brunswick and the laws of Canada applicable therein.

The division of this Agreement into paragraphs and the insertion of headings are for convenience of reference only and are not to affect the interpretation of this Agreement. This Agreement may only be amended in writing signed by all the parties hereto.

**By signing below I HEREBY ACKNOWLEDGE that I have READ and UNDERSTAND all of the terms of this ASSUMPTION of RISKS, WAIVER of CLAIMS, ACKNOWLEDGEMENT, and INDEMNIFICATION and I HEREBY AGREE TO BE BOUND BY ITS TERMS.**

\_\_\_\_\_  
Participant's Address (including city, province and postal code)

\_\_\_\_\_  
Guardian's Address (if different from above) (including city, province and postal code)

\_\_\_\_\_  
Height of Participant

\_\_\_\_\_  
Weight of Participant

\_\_\_\_\_  
Relationship of Guardian to Participant

Medical conditions affecting Participant: \_\_\_\_\_

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Witness' signature

date: \_\_\_\_\_  
(yyyy/mm/dd)

\_\_\_\_\_  
Guardian's signature

\_\_\_\_\_  
Witness' signature

date: \_\_\_\_\_  
(yyyy/mm/dd)

**PERSONAL INFORMATION:** In the interests of safety, it is necessary for Zip Zag to collect and retain the personal information requested herein. All such personal information will only be used for the purposes identified and will only be retained for as long as necessary and to ensure that Zip Zag has complied with all applicable laws and regulations. All such personal information shall be maintained in an appropriate manner so as to ensure its safe keeping. Anyone who would like additional information regarding Zip Zag's privacy policy should speak with an employee or authorized representative of Zip Zag.