



**Zip Zag.ca Inc.**

**ASSUMPTION of RISKS, WAIVER of CLAIMS, ACKNOWLEDGMENT, 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 not weigh less than 50 pounds and more than 272 pounds.

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. 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 of 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.

