

GREIG'S CAVES – WAIVER OF CLAIMS

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Initial ★

PLEASE READ CAREFULLY!

★ Last Name	★ First Name	★ Middle Initial	
★ Street (Include Apt. #)	★ City	★ Province/State	★ Country
★ Postal Code			

TO: The business known as Greig's Caves (the "OPERATORS"), AND ORGANIZERS WHO MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE OPERATORS, and their respective representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES").

DEFINITIONS

- In this agreement, the term **"Adventure Activities"** shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Operators and shall include, but is not limited to hiking; sightseeing; and other such activities, events and services in any way connected with or related to the Operators.

ACKNOWLEDGEMENT – SAFETY

- I acknowledge that I am required to wear shoes with good tread while participating in Adventure Activities. I am aware that the physical exertion required for 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.

Initial ★

ASSUMPTION OF RISKS

- I am aware that participation in Adventure Activities involves many risks, dangers and hazards including, but not limited to:
 - falling rock, ice or other objects which may cause death or injury
 - the failure to follow the marked trail where the participant could become lost
 - changes or variations in the surface or sub-surface; exposed rock, earth, tree roots and other natural objects
 - changes or variations in the terrain including holes, depressions, loose gravel, small and large rocks, mud, creeks, etc.
 - difficult terrain including cliffs, crevasses, trees, tree wells, tree stumps, tree roots and forest deadfall
 - changing weather conditions
 - encounters with wildlife and snakes, which have been know to cause death or injury
 - 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 ADVENTURE ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain and may be uncontrolled, unmarked and not inspected.
- 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 OR LOSS RESULTING THEREFROM. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN ADVENTURE ACTIVITIES.

Name & age of participants under 18 years. ↻	

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

- In consideration of **THE RELEASEES** accepting my application to participate in Adventure Activities and permitting my use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:
 - (a) 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, either directly or indirectly, from either my use of the facilities or my presence on the premises **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES;**
 - (b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my participation in Adventure Activities and my use of he premises and facilities;
 - (c) That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns and representatives, in the event of my death or incapacity;**
 - (d) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and**
 - (e) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario; and**
 - (f) In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Adventure Activities, other than what is set forth in this Agreement.**

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING:

- I. THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE EQUIPMENT, THE ACTIVITY I WILL BE PARTICIPATING IN AND THE USE OF THE PREMISES AND FACILITIES;**
- II. THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE RELEASEES, ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS; AND**
- III. THAT I WILL INDEMNIFY THE RELEASEES IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.**

★ Signature of participant	↻ Signature of Parent/Guardian of participant under 18	★ Date
★ Please print name of participant	↻ Please print name of Parent/Guardian clearly	Teacher/Parent accompanying the bus

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED BEFORE ENTRANCE IS GRANTED

PRIVACY NOTICE: Information provided by you is used for the purpose of issuing entrance and to provide you with information. Signing this Agreement conveys a right to Greig's Caves or its assignees to independently verify information provided by you and to retain the information provided to be used in the event of any litigation associated with the provisions of said services.