



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

Initial _____

Muskoka Zip Lines & Aerial Park

Date: _____

Location: Santa's Sportsland, Bracebridge, Ontario

First name _____

Last name _____

City _____

Province _____

Postal Code _____

Telephone number _____

Date of Birth _____

Weight _____ LBS _____ KG

Emergency Contact _____

Name

Phone

Allergies (Life Threatening) _____

Medical Conditions/Medications _____

Guest must carry any required emergency medication with them when participating in the activities, i.e. asthma inhalers, epi-pens, etc.

To: Muskoka Zip Lines & Aerial Park, Santa's Sportsland Inc., Santa's Village Inc., Santa's Whispering Pines Inc., SVL Holdings Inc., Challenges Unlimited Inc., and their respective affiliates, directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES").

DEFINITIONS

1. The term Activities shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the RELEASEES and shall include, but is not limited to participating in aerial adventure park courses, jump tower, zip-lines, hiking, observing or otherwise moving on or around the premises of the RELEASEES or any other such activities, events or services in any way connected with or related to the RELEASEES.

SAFETY ACKNOWLEDGMENT

2. I acknowledge that I am required to wear the provided and approved harness and helmet and or other safety equipment while participating in the Activities. I am aware that there are Guides available to answer any questions I may have about the proper use of the equipment. I am aware that the physical exertion required to participate in the Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that the level of participation is at all times completely up to the individual and I am the best and only judge of my degree of ability to participate in the Activities and I am conscious of the risks which I am exposing myself to voluntarily and with full knowledge of the facts.

3. I acknowledge having read the reverse of this document titled 'PARK REGULATIONS' and I attest that I will attend the Mandatory Safety Orientation and devote my utmost attention to learning and applying all safety requirements and rules for participating in the Activities.

ASSUMPTION OF RISKS

4. I am aware that participation in the Activities involves inherent risks, dangers and hazards including, but not limited to slips and falls, falls from heights, difficult natural and/or man- made terrain, the use of ladders, adventure courses and zip-lines, impact or collision with trees, platforms or other natural or man-made objects, collision with other participants, guides or spectators, the failure to remain within designated areas, negligence of other participants and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREIN. I am also aware that the risks, dangers and hazards referred to above exist throughout the Park and may be uncontrolled, unmarked and not inspected.

RELEASE OF LIABILITY. WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

5. In consideration of the RELEASEES agreeing to my participation in the Activities and permitting my use of their adventure park systems, equipment, 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 Initial for any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or in directly as a result of my participation in the Activities and my use of the premises and facilities, 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.0.2, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

(b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for 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 the Activities and my use of the aerial park, equipment, premises or facilities.

(c) That this agreement shall be effective and binding upon my heirs, next of kin, administrators, assigns and representatives, in the event of my death or incapacity.

(d) That this agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties shall be brought within the Province of Ontario, and

(e) 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 the 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 RESEPCT TO THE AERIAL PARK, THE EQUIPMENT, THE ACTIVITIES 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 or Guardian _____

(If participant is under 18 years old)

Signature of Employee Witness _____

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATION IN THE ACTIVITIES.