

<b>ACKNOWLEDGEMENT OF INHERENT RISKS AND RELEASE OF LIABILITY</b>			
JOSEPH'S HOMESTEAD INC. OPERATING AS TREETOP ADVENTURES			
Date: _____ 20____ Time: _____ Location: 6 Post-Office Rd., Goulais River, ON POS 1EO			
First Name of participant	Last Name		Email Address
Street	City		Province/State
Postal Code/Zip Code	Telephone	Age	How did you hear about Treetop Adventures?

**Definitions** In this agreement, the terms:

1. "Operators" means Joseph's Homestead Inc. operating as Treetop Adventures, including their agents, servants, employees, workers, and subcontractors, hereinafter referred to as "Operators".
2. "Eco-Adventure Activities" shall include the observation and/or participation in all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Operators and shall include, but is not limited to the use of zip lines, treetop tour, low ropes course, hiking, experiential team building, paintball, guide training, and other such activities, events and services in any way connected with or related to the Operators.

**Acknowledgement of Inherent Risks** There are potential risks, dangers and hazards associated with my presence on the Operators property, my participation in Eco-Adventure Activities or my observation of others participating in Eco-Adventure Activities. These potential risks include physical injury, property damage or loss, or death. People who are overweight, have existing injuries and/or in poor physical condition should be conscious of their physical well-being while participating in Eco-Adventure Activities and should cease their participation if necessary. Pregnant women and people with a heart condition should abstain from practicing in Eco-Adventure Activities. There are other risks, dangers and hazards that naturally exist throughout park that are consistent with any forest environment.

**Park Regulations** Participants are obliged to read the rules posted on site prior to participating in Eco-Adventure Activities. All participants must successfully complete the Orientation prior to participating in any Eco-Adventure Activities. The Operators have implemented all means and personnel necessary to ensure your safety, which also depends on your attitude in regards to respecting the rules that have been posted, reviewed and explained. In case of doubt, do not hesitate to ask for advice from our patrolling guides.

**Rain Check Policy** We will cancel, reschedule or postpone tours due to bad weather. Treetop Adventures management reserves the right to interrupt the activities if they judge that the meteorological conditions demand it. We want you to experience a fabulous Eco-Adventure Activity, but Mother Nature rules, and we will not risk our visitor's safety. Rain checks will be provided when the Lead Guide determines that weather conditions may risk ones safety.

**WE MAINTAIN THE RIGHT TO REFUSE PARTICIPATION TO ANYONE ON ANY GROUND DEEMED APPLICABLE TO US. FAILURE TO COMPLY WITH THE SAFETY RULES OR TREETOP ADVENTURES STAFF'S DIRECTION WILL RESULT IN DISMISSAL FROM THE PROPERTY WITHOUT REFUND.**

**I the undersigned (participant or participant's parent/guardian/temporary guardian) fully agree, understand and acknowledge the following:**

I am 18 years of age or older or I am under the age of 18 and my guardian has reviewed the Acknowledgement of Inherent Risks and Release of Liability and they have reviewed the content with me. I weigh less than 250 lbs.

I have read the posted rules or I will read the rules posted prior to participating in any Eco-Adventure Activity and attest that I will attend the orientation with attention and will respect and follow all rules.

I am the best and only judge as to my degree of ability to participate in this activity and I am conscious of the additional risks to which I expose myself voluntarily and with full knowledge of the facts.

I am in good physical and mental health and do not suffer from any handicaps or physical conditions that could constitute a danger or exaggerate a pre-existing condition or injury in relation to my participation in the Eco-Adventure Activities and I accept to participate freely.

I am not pregnant. I have not had a head, neck or back injury.

I am **not** under the influence of drugs or alcohol.

In case of an accident or illness, I the participant or parent(s)/guardian(s) will pay for any emergency transportation and hospital/physician/medical expenses that occur.

I give the Operators permission to use pictures/videos that may be taken during my participation in Eco-Adventures for promotional purposes which photographs and images shall belong to the Operators.

I acknowledge that I will be charged for the cost of the equipment if I do not return it. Helmet: **\$50**  
Sit Harness with pulley and snap Hooks: **\$400** Shoulder Harness: **\$175**

**Release of liability, waiver of claims and indemnify agreement to waive any and all claims that I have or may in future have against the Operators and its directors, officers, employees, agents, representatives and sub-contractors (all of whom are hereinafter collectively referred to as "THE RELEASEES") and to RELEASE THE RELEASEES from any and all liability from any loss, damage, expense or injury including death and damage to personal property that I may suffer, or that my next of kin may suffer as a result of my presence on the Operators property, my participation in Eco-Adventure Activities and/or my observation of others participating in Eco-Adventure Activities due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWNED UNDER THE OCCUPIER'S LIABILITY ACT R.S.O. 1990 c. 0.2 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 THE OPERATOR'S ECO-ADVENTURE ACTIVITIES REFERRED TO ABOVE.**

**I understand that it is very difficult for the operators to confirm legal guardianship for participants under the under the age of 18. I understand that by signing as the Parent/Legal Guardian I am assuming full responsibility for the participant.**

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Signature of Adult Participant (over 18) or

Signature for Participants of MINORITY AGE (under the age of 18) Parent/Guardian/Temporary Guardian