



WAIVER

THIS WAIVER MUST BE FILLED IN (PRINTED CLEARLY) AND SIGNED BY PARTICIPANT OR PARENT/GUARDIAN HAVING FOLLOWING DETAILS:

FIRST NAME	LAST NAME	
DATE OF BIRTH <input type="text" value="DD"/> / <input type="text" value="MM"/> / <input type="text" value="YYYY"/>	TEL. No.	
HOME ADDRESS		
CITY	PROVINCE	POSTAL
E-MAIL ADDRESS		

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of ONTREE Fun & Adventure Park Ltd, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred as "ONTREE"), I hereby agree to release and discharge OnTree, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that climbing up on the trees to challenge in high rope courses which are set up in different heights, types, shapes entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or cause bodily harm to myself or to third parties, or damaging property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks include, among other things: falling off the platforms and/or challenges; loose and/or damaged artificial holds; falling to the ground, on other users, or being fallen on by other users; abrasions from the trees, platforms, ropes, pads, or the floor; equipment failure; belay and or belayer failure; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over exertion; head injuries.
- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I hereby release, forever discharge, and agree to indemnify and hold harmless OnTree from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of OnTree's equipment or facilities, **including any such Claims which allege negligent acts or omissions of ONTREE.**
- I agree to indemnify and hold OnTree or anyone acting on their behalf harmless for all fees and costs relevant to enforce this agreement.
- I hereby certify that I have no medical or physical conditions, which could interfere with my safety in this activity.
- I agree that any legal action relevant to this agreement be solely taken in the province of Nova Scotia, Canada and I further agree that the substantive law of Nova Scotia shall apply in that action without regard to the conflict of law rules of that province.
- I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree to waived my right to file a lawsuit/claim against ONTREE Fun & Adventure Park Ltd.

The duties of OnTree shall be limited to those found in the [Occupiers Liability Act](#) of Nova Scotia. In particular, OnTree shall be entitled to the benefit of the provisions of s. 5 (Willing Assumption of Risk) and Section 7 (Agreement Modifying Duties) in the [Occupiers Liability Act](#).

I the participant or parent/guardian certify that I am at least 19 years of age and have read and understood this entire document and I agree to be bound by its terms.

Signature: _____ Print Name: _____ Date: _____
 Emergency Contact: _____ Phone: _____

PARENT'S OR GUARDIANS ADDITIONAL INDEMNIFICATION:

(Must be completed for the participants under the age of 19)

In consideration of:

print minor's name _____ DOB: / /

print minor's name _____ DOB: / /

print minor's name _____ DOB: / /

print minor's name _____ DOB: / /

("Minor") being permitted by OnTree to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless OnTree from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

GENERAL TERMS AND CONDITIONS

1. Each participant must read these general terms and conditions before entering the Park. He / She confirm to have read the rules and guarantees to respect them. In case of Minor participants; the legal guardian(s) must fully note and understand the rules and must inform their minor participants before they enter the Park. The legal guardian(s) guarantee to have read, understood, and communicated the rules, terms & conditions to their minor participants.
2. Entering ONTREE Fun & Adventure Park involves risks as set forth in overleaf.
3. The Park welcomes climbers at least 5 years of age provided they do not suffer from any disease or mental/physical problems which could represent a danger to their own health or to others. People under the influence of alcohol, drugs, or medicine or any other substance are not authorized to enter the ONTREE Fun and Adventure Park. Children limited to the kids' course, designed especially for children 5-7 and those with a reaching of less than 1.6m (63"), must be accompanied by an adult at ground level. **Children under the age of 13 with a reaching height of at least 1.6m (63") must be accompanied by a climbing adult (maximum 2 children per climbing adult).**
4. Carrying and use of mobile phones, cameras, and video cameras is discouraged and at your own risk while in the park as a participant. These items can represent a danger to yourself or others.
5. Long hair MUST be tied back. ONTREE provides customers with elastic bands if needed.
6. It is vitally important and essential that each participant thoroughly listens to, practices and performs all and every safety instruction and guidance provided to him/her before being able to take part in the activities of the park. ONTREE Fun and Adventure Park Ltd reserves the right to exclude any person from use of the park that has made an infringement on any person or any person that has not complied with the safety requirements explained and provided by the park organizers/instructors. In violation of these rules, the OnTree Fun and Adventure Park Ltd decline any responsibility in the event of any associated damage or accident.
7. The equipment provided by the ONTREE Fun & Adventure Park Ltd (helmet, harness, gloves, Safety line and Self Belay (SBB) System) must be used in accordance with the instructions of the park organizers / instructors. This equipment should neither be swapped nor be removed during participation and must be returned to the pay desk after use. One carabineer must always be engaged with the safety cable while on the courses. In case of doubt, consult with ONTREE staff.
8. Each element of challenge MUST be used by only one person at a time. The only exception to this rule is an adult assisting a child under the age of 13. The maximum numbers of persons allowed on each platform at one time is three (3). Participants must meet the minimum age and minimum height requirements posted at the start of each course.
9. The ONTREE Fun & Adventure Park Ltd has the right to stop a particular activity or all activities for either technical reasons or safety reasons that may have arisen due to fire, storm, thunderstorm, or similar events. In this case, the entrance fee is not refundable. In any case, if a participant wishes to leave the park earlier or without finishing the course, the entrance fee will not be refunded,
10. The ONTREE Fun & Adventure Park Ltd has the right to use any photograph/ film/movie for promotional or informational purposes. If a participant does not agree, he/she MUST advise the park organizers at the pay desk to provide him/her with a clearly marked helmet.
11. The ONTREE Fun & Adventure Park Ltd reserves all rights concerning photographs /films/movies taken within the Park. The OnTree Fun and Adventure Park Ltd has the right to legally take action to protect and claim their interests.